CALL TO ORDER

Vice Chairperson Koenig called the August 22, 2017 Regular Meeting of the Ingham County Board of Commissioners to order at 6:30 p.m.

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

Members Absent: Anthony and Schafer

A quorum was present.

PLEDGE OF ALLEGIANCE

Vice Chairperson Koenig asked Treasurer Eric Schertzing, Ingham County Treasurer, to lead the Board in the Pledge of Allegiance.

TIME FOR MEDITATION

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

APPROVAL OF THE MINUTES

Commissioner Crenshaw moved to approve the minutes of the July 25, 2017 meeting. Commissioner Grebner supported the motion.

The motion to approve the minutes carried unanimously. Absent: Commissioners Anthony and Schafer.

ADDITIONS TO THE AGENDA

Vice Chairperson Koenig stated substitute resolutions would be added for Agenda Item No. 1 and Agenda Item No. 10.

Without objection, Vice Chairperson Koenig stated the following resolution would be added as Agenda Item No. 42:

RESOLUTION TO APPROVE A LETTER OF UNDERSTANDING WITH UNITED AUTOMOBILE AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA

PRESENTATION OF AWARDS BY INGHAM COUNTY SHERIFF SCOTT WRRGELSWORTH
Vice Chairperson Koenig called Sheriff Scott Wriggelsworth, Ingham County Sheriff, to the podium.

Sheriff Wriggelsworth called Lieutenant Steve Sopocy and Deputy Mike Graham to the podium.

Sheriff Wriggelsworth stated that on March 6, 2017, the Ingham County Sheriff’s Office was dispatched to assist the Mason Police Department on a vehicle that had crashed into a local pond.

Sheriff Wriggelsworth stated it was still winter, and cold, and the young man from Mason was in the water holding a knife to his throat. He further asked everyone to imagine if they were dispatched to this call, what they would do.

Sheriff Wriggelsworth stated they were calling him to the shore, but the man would not come. He further stated these heroes had to go into the freezing cold water with their vests, gun belts, boots, and every part of their uniform.

Sheriff Wriggelsworth stated as they got in the water the young man was becoming hypothermic and decided to approach the shore, at which point they were able to get him to shore. Sheriff Wriggelsworth stated he had put both men in for a lifesaving award through the Michigan Sheriff’s Association, and both received the award.

Sheriff Wriggelsworth presented the awards to Lieutenant Sopocy and Deputy Graham.

Sheriff Wriggelsworth stated this was a perfect example of never knowing what the next call would be, and only being able to train for so much. He further stated these men had handled the situation perfectly and professionally, and the young man was now on his way to recovery.

**LIMITED PUBLIC COMMENT**

Treasurer Eric Schertzing stated that he wanted to offer a few remarks of contrition. He further stated that four years of problems with an audit was unacceptable and he accepted responsibility for the audit problems that were discussed last month. Treasurer Schertzing pledged to do whatever was necessary to fix those problems in the future and stated the buck stopped with him. He further stated the Community Development Block Grant issue was both humbling and embarrassing, as this program was one of few ways to improve homes in the out-county and it meant a great deal to him. Treasurer Schertzing stated the Treasurer’s office was not a suitable home for this program and thanked the commissioners for taking it into the Controller’s Office. He further stated he was committed to working with all of the commissioners to ensure the next audit was satisfactory to the auditors, and he had made the necessary staff changes to get that job done, but more staff may be needed also. Treasurer Schertzing stated that it was a great honor every day to serve as Ingham County Treasurer and he looked forward to working with each commissioner to provide outstanding public service.

Sheriff Wriggelsworth stated that he wanted to provide updates as he had promised earlier this year. He further stated that they continued to do monthly evidence audits, and explained the process followed for those audits. Sheriff Wriggelsworth stated that to date, for this year, they were 392 for 392 cases that had at least one piece of evidence; every piece of property was properly entered into the system and accounted for. He further stated he and the chief deputy were performing random audits of evidence that had already been audited in the monthly audit to ensure that while evidence was moving to the lab and back, it was properly accounted for. Sheriff Wriggelsworth stated that they picked 12 random cases to audit, which included 131 pieces of evidence, and
found that they were 131 for 131. He further stated that this was an ongoing process and was priority number one for the Sheriff’s Office, as part of the healing process to regain the public trust. Sheriff Wriggelsworth stated that he promised that he had the right person for the job and he would continue to update the commissioners as time went on. He further stated that on May 14, 2017 the commissioners voted to close Post 4 but saved 6 deputies to try to gain the work-life balance for the Sheriff's Office, and he had promised at that time to continue provide updates. Sheriff Wriggelsworth stated that since the beginning of the year, they have saved almost $70,000 in overtime, and a vast majority of that had come since May 14, 2017. He further stated he had built efficiencies into their scheduling and working with the health department to perform onsite services rather than offsite services, and there were 22 Code Red call-backs between May and July 2016, and so far this year during the same time frame there were 5 Code Red call-backs. Sheriff Wriggelsworth stated that it was not a perfect system yet, but they were doing better, and they had been able to give an additional 300 hours off in June and July to the employees. He further stated he had spoken to a corrections deputy who was taking a vacation, and had been told that in the five years the deputy had worked for the Sheriff’s Office, he had never been able to take a vacation because of staffing constraints. Sheriff Wriggelsworth stated that August had been difficult because there were several issues that could not be planned for such as deputes in the hospital, but the plan was working, and he was going to continue to do everything he could to maintain the work-life balance.

Bob Peña, Northwest Initiative, thanked the Land Bank and the Parks Commission on behalf of the Northwest Initiative for their assistance with the mobile farmers’ market truck which was piloted at Hawk Island Park. He further stated that the program had been extended to include the venues of Camelot Gardens, Mount Vernon Park, Hildebrant Park on Wednesdays, Greater Lansing Housing Coalition, Porter House, Baker Donora and Capital Commons on Thursdays, and River Front Park, Hawk Island Park and Village Summit on Fridays. Mr. Peña stated this was an outreach program to help people that are disadvantaged get fresh produce, milk, eggs, and unprepared food and it has been successful. He further thanked the Land Bank, the Parks Commission and the commissioners involved for their help.

CLARIFICATION/INFORMATION PROVIDED BY COMMITTEE CHAIR

None.

CONSIDERATION OF CONSENT AGENDA

Commissioner Maiville moved to adopt a consent agenda consisting of all action items except Agenda Item No. 26. Commissioner Crenshaw supported the motion.

The motion carried unanimously. Absent: Commissioners Anthony and Schafer

Those agenda items that were on the consent agenda were adopted by unanimous roll call vote. Absent: Commissioners Anthony and Schafer

Items voted on separately are so noted in the minutes.
Adopted - August 22, 2017
Agenda Item No. 1

Introduced by the County Services Committee of the:

Ingham County Board of Commissioners

Resolution to Set a Public Hearing for a Brownfield Plan

Resolution #17 – 299

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

Whereas, Ingham County Board of Commissioners approved Resolution #13-120 on March 26, 2013 for a Brownfield Plan for the Douglas J redevelopment in Meridian Charter Michigan; and

Whereas, the property included in the plan are 2138 Hamilton Road (33-02-02-21-405-010), 2148 Hamilton Road (33-02-02-21-405-005) and 4695 Okemos Road (33-02-02-21-405-009); and

Whereas, the project has not moved forward and there is no redevelopment on the site; and

Whereas, pursuant to the Act, Section 14, (8) provides for the termination of a brownfield plan if there has been no activity for at least two years; and

Whereas, pursuant to the Act, the Board of Commissioners is required to hold a public hearing prior to the termination of the plan.

Therefore be it resolved, a public hearing shall be set for September 26, 2017 at 6:30 PM in the Board of Commissioners’ Room, Ingham County Courthouse, Mason, MI to hear any interested persons on the adoption of a resolution terminating the Brownfield Plan called Douglas J Redevelopment for redevelopment of property in Meridian Charter Township.

Be it further resolved, that pursuant to the Act, the Economic Development Director shall provide notice of the public hearing to the developer and shall give notice to the public by causing notice to be published in a newspaper of general circulation in the County before the date set for the public hearing.

County Services: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
                      Nays: None  Absent: None  Approved 8/15/2017

Adopted as part of a consent agenda.
Introduced by the County Services Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO SUPPORT
SAFE ROUTES TO SCHOOL PROGRAM FUNDING APPLICATION

RESOLUTION # 17 – 300

WHEREAS, the Safe Routes to School (SR2S) program is a federally funded program administered in Michigan by the Michigan Department of Transportation (MDOT); and

WHEREAS, Ingham County, in partnership with Delhi Charter Township and the Holt Public School District, wishes to apply for funding through the Safe Routes to School program to construct certain infrastructure projects throughout Delhi Township, including sidewalks, crosswalks, and related improvements, to enable and encourage children to safely walk and bike to school; and

WHEREAS, Delhi Township and the Holt Public School District desires to fund, design, construct, and maintain the built infrastructure for the use of the general public and satisfy all the requirements of the Michigan Department of Transportation (MDOT), the Federal Highway Administration, and the Road Department; and

WHEREAS, Delhi Township and the Holt Public School District attests to the existence of, and commits to, the funds necessary to carry out the project, including engineering for design and construction, permit fees, administration costs, and cost overruns; and

WHEREAS, Delhi Township and the Holt Public School District commits to owning operating, funding and implementing a maintenance program over the design life of the facilities constructed with Safe Routes to School funding; and

WHEREAS, MDOT requires a formal commitment from Ingham County, on behalf of the Ingham County Road Department (Act 51 eligible agency), to receive these funds and implement the infrastructure project, on behalf of Delhi Township and the Holt Public School District.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes Robert Peterson, P.E., Director of Engineering for the Ingham County Road Department, to act on behalf of the Ingham County Board of Commissioners to request Safe Routes to School funding and act as the applicant’s agent during the project development.
BE IT FURTHER RESOLVED, if the application is successful and the SR2S project receives funding, a subsequent resolution will follow to accept the federal funding and secure the proper agreements to implement the project.

COUNTY SERVICES:  Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
    Nays: None    Absent: None    Approved 8/15/2017

Adopted as part of a consent agenda.
Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION # 17 – 301

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

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

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

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the attached list of Special and Routine Permits dated August 1, 2017 as submitted.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None Absent: None Approved 8/15/2017

Adopted as part of a consent agenda.
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ADOPTED - AUGUST 22, 2017  
AGENDA ITEM NO. 4

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE DEER HUNTING AT LAKE LANSING PARK-NORTH AND THE INGHAM COUNTY FARM

RESOLUTION # 17 – 302

WHEREAS, this is a request due to the Michigan Department of Natural Resources research data reporting cases of (CWD) chronic wasting disease of deer found in Meridian Township that supports the continued appropriate management practices; and

WHEREAS, overpopulation of white tailed deer negatively impacts natural communities and associated wildlife which requires management of the deer herd; and

WHEREAS, the deer herd within Meridian Township and specifically in Lake Lansing Park-North and the Ingham County Farm located at 3860 Dobie Road, Okemos, is causing damage to plant life within park property and the Ingham County Farm surrounding private lands; and

WHEREAS, deer/car accidents in the Lake Lansing area and the Ingham County Farm are an issue; and

WHEREAS, the Michigan Department of Natural Resources states that an abundance of deer in a given area may lead to deer in poor physical condition and susceptible to disease such as CWD and starvation; and

WHEREAS, Meridian Township has conducted successful deer hunts within their properties and surrounding properties; and

WHEREAS, Meridian Township wishes to partner with the Ingham County Parks Department to conduct a deer hunting program within the boundaries of Lake Lansing Park-North and the Ingham County Farm; and

WHEREAS, by working cooperatively with Meridian Township, resources can be shared to successfully complete the project; and

WHEREAS, Ingham County will continue to work with Michigan DNR and USDA to help resolve the Chronic Wasting Disease (CWD).

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the hunting of white tailed deer within the boundaries of Lake Lansing Park-North and the Ingham County Farm during the 2017-2019 Archery Deer Seasons.

BE IT FURTHER RESOLVED, the Board of Commissioners also authorizes overnight culling of the deer herd supervised by the USDA Wildlife Services personnel, and in cooperation and planning with the Ingham County
Parks Department staff under direction of the Michigan DNR through December 31, 2019 at Lake Lansing Park-North and the Ingham County Farm.

BE IT FURTHER RESOLVED, hunters must meet all requirements of the Meridian Township deer hunting program and may only use archery equipment including crossbows; guns will not be permitted except during the overnight culling of the deer herd supervised by the USDA Wildlife Services personnel.

COUNTY SERVICES:  Yeas:  Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville  
Nays:  None  Absent:  None  Approved 8/15/2017

Adopted as part of a consent agenda.
Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE PURCHASE OF SAN COMPONENTS UPGRADE

RESOLUTION # 17 – 303

WHEREAS, Ingham County increased our storage capacity in 2015 with the purchase of new SAN devices; and

WHEREAS, additional backup storage was requested in the July, 2017 round of meetings; and

WHEREAS, additional configuration and licensing changes are necessary to best utilize and allow proper disaster recovery; and

WHEREAS, the purchase price of this solution will be $25,150.03 from Avalon under the Midwestern Higher Educational Commission contract.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the purchase of the SAN components upgrade in the amount not to exceed $25,151.00.

BE IT FURTHER RESOLVED, that the total cost will be paid out of the county's Network Fund #63625810-932032.

BE IT FURTHER RESOLVED, that the Controller 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.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None  Absent: None  Approved 8/15/2017

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert
Nays: None  Absent: Tennis, Schafer  Approved 8/16/2017

 Adopted as part of a consent agenda.
Introduced by the County Services and Finance Committees of the:

INGLEM COU NTY BOARD OF COMMISSIONERS

RESOLUTION TO AWARD A CONTRACT FOR GENERATOR SERVICES FOR
VARIOUS BACK UP GENERATORS

RESOLUTION # 17 – 304

WHEREAS, the generators, including (4) four emergency services 911 back-up generators, require regular preventative maintenance, repair and emergency services; and

WHEREAS, the current contract expires July 31, 2017, the term of the new contract would be for (3) three years with a (2) two year renewal option, for a total not to exceed cost of $24,045.00; and

WHEREAS, load bank testing will be provided, on an as needed basis, for a cost of $375.00 per generator; and

WHEREAS, the funds for the county back-up generators located at the Hilliard Building, Human Services Building, Jail, Veterans Memorial Courthouse, 911 Center and the Youth Center, a total (3) three year cost of $20,025.00, are available within the appropriate contractual operating budgets; and

WHEREAS, the funds for the (4) four emergency 911 back-up generators located at Pennsylvania Avenue, Dobie Road, Leslie and Dansville sites, a total three year cost of $4,020.00, are available in line item #26132500-818000.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes awarding a contract to PM Technologies, 29395 Wall Street, Wixom, Michigan 48393, to provide generator services at the Hilliard Building, Human Services Building, Jail, Veterans Memorial Courthouse, 911 Center and the Youth Center as well as (4) four emergency 911 back-up generators at Pennsylvania Avenue, Dobie Road, Leslie and Dansville sites for a total not to exceed cost of $24,045.00, for a (3) three year period with a (2) two year renewal option.

BE IT FURTHER RESOLVED, load bank testing will be provided, on an as needed basis, at a cost of $375.00 per generator.

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

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None Absent: None Approved 8/15/2017

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert
Nays: None Absent: Tennis, Schafer Approved 8/16/2017

Page 13 of 125
Adopted as part of a consent agenda.
Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AWARD A CONTRACT FOR ELEVATOR AND DUMBWAITER REPAIR AND MAINTENANCE

RESOLUTION # 17 – 305

WHEREAS, the Facilities Department is responsible for ensuring proper repair and maintenance of fourteen elevators and two dumbwaiters in County buildings; and

WHEREAS, due to the liability exposure and technical nature required for maintaining the elevators, a service contract performed by a trained and certified technician is required; and

WHEREAS, the current elevator and dumbwaiter repair and maintenance contract is expired; and

WHEREAS, the Purchasing Department solicited proposals from qualified, experienced vendors, for elevator and dumbwaiter maintenance, and both the Purchasing and Facilities Departments agree that a contract be awarded to Schindler Elevator Company a registered, local vendor who submitted the lowest most responsive and responsible bid in the amount of $63,739.00 for a (3) three year period, with a (2) two year renewal option; and

WHEREAS, the funds for said services are available in the appropriate 931100 maintenance contractual line items.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes awarding a contract to Schindler Elevator Company, 3135 Pine Tree Road, Suite B, Lansing, Michigan, for the repair and maintenance of county elevators and dumbwaiters for a not to exceed total cost of $63,739.00, for a (3) three year period with an optional (2) two year renewal.

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

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville  
Nays: None  Absent: None  Approved 8/15/2017

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert  
Nays: None  Absent: Tennis, Schafer  Approved 8/16/2017

Adopted as part of a consent agenda.
Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE RENEWAL OF THE SERVICE AGREEMENT FOR MAINTENANCE ON THE X-RAY SCREENING MACHINES

RESOLUTION # 17 – 306

WHEREAS, the County has a current agreement with Smith’s Detection to provide preventative maintenance and service on the two Hi-Scan 6040I screening machines, one at the Grady Porter Building and one at the Veterans Memorial Courthouse; and

WHEREAS, the current service agreement expired on July 31, 2017; and

WHEREAS, Smith’s Detection is proprietary; and

WHEREAS, the new agreement is once again for two units, for a two year period, beginning August 1, 2017 and ending on July 31, 2019; and

WHEREAS, Smith’s Detection has agreed to hold their current pricing to perform inspections, maintenance and/or repair services on both machines for a total not to exceed cost of $16,846.00; and

WHEREAS, the funds for this service are available within the Veterans Memorial Courthouse Maintenance Contractual line item 631-26720-931100.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes a two year renewal of the service agreement with Smith’s Detection, 2202 Lakeside Boulevard, Edgewood, MD 21040, for maintenance of the two X-ray screening machines, one at the Grady Porter Building and one at the Veterans Memorial Courthouse, for a total not to exceed cost of $16,846.00.

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

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebott, Maiville
Nays: None Absent: None Approved 8/15/2017

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert
Nays: None Absent: Tennis, Schafer Approved 8/16/2017

Adopted as part of a consent agenda.
Introduce by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AWARD A CONTRACT FOR WINDOW CLEANING SERVICES

RESOLUTION # 17 – 307

WHEREAS, the current contract for window cleaning will expire on July 31, 2017; and

WHEREAS, the Purchasing Department solicited proposals from qualified, experienced vendors for the purpose of providing semi-annual window cleaning services at various county facilities; and

WHEREAS, both the Purchasing and Facilities Departments agree that a contract be awarded to Soap Slingers Window Cleaning LLC, who submitted the lowest, most responsive and responsible bid of $30,558.00, for a (3) three year period, beginning August 1, 2017 and ending July 31, 2020 with a (2) two year renewal option; and

WHEREAS, funds for these services are available in the appropriate 931100 maintenance contractual line items.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes awarding a contract to Soap Slingers Window Cleaning LLC, 1305 South Cedar Street #606, Lansing, Michigan, 48910, to provide semi-annual window cleaning services, at various county facilities, for a not to exceed total cost of $30,558.00 for a (3) three year period with a (2) two year renewal optional.

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

COUNTY SERVICES:  Yes: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
                        Nays: None  Absent: None  Approved 8/15/2017

FINANCE:  Yes: Grebner, McGrain, Hope, Anthony, Nacynert
                         Nays: None  Absent: Tennis, Schafer  Approved 8/16/2017

Adopted as part of a consent agenda.
Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE LOCAL ROAD AGREEMENT WITH ALAEIDON, LEROY, ONONDAGA, WHEATFIELD AND WHITE OAK TOWNSHIPS

RESOLUTION # 17 - 308

WHEREAS, five 2017 Local Road Program Agreements are proposed for the following Townships with details as to the proposed road improvement and funding provided in the following attachments:

   Alaeidon Township (Attachment A)
   Leroy Township (Attachment B)
   Onondaga Township (Attachment C)
   Wheatfield Township (Attachment D)
   White Oak Township (Attachment E)

WHEREAS, each attachment describes the proposed road improvements and funding for each Township; and

WHEREAS, total Road Department funding matches indicated in each attachment are included in the adopted/amended 2017 Road Department budget; and

WHEREAS, each respective Township shall pay excess costs associated with road improvements as described in Attachments A through F or may reduce the scope of described road improvement projects in proportion to its available budget.

THEREFORE BE IT RESOLVED, that the Road Department shall cause the improvements identified in the attachments A through F to be performed by Road Department crews during the construction season of the 2016 calendar year subject to final approval by, or as modified by, each Township.

BE IT FURTHER RESOLVED, the Road Department shall invoice each Township for its contribution.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into agreements with Alaeidon Township (Attachment A), Leroy Township (Attachment B), Onondaga Township (Attachment C), Wheatfield Township (Attachment D), and White Oak Township (Attachment E) to effect the road improvements as described in each attachment.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign all necessary agreements consistent with this resolution and approved as to form by the County Attorney.
COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None  Absent: None  Approved 8/15/2017

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert
Nays: None  Absent: Tennis, Schafer  Approved 8/16/2017

Adopted as part of a consent agenda.
ALAIEDON TOWNSHIP
ATTACHMENT A

Alaiedon Township and the Road Department agree that asphalt skip-paving where necessary and single course chip-sealing are needed on the following Alaiedon Township local roads as part of the 2017 local road program due to normal deterioration over time:

- Every Road, Howell to end north of Stillman Road,
- Dobie Road, Holt to Sandhill Roads,
- Simmons Road, Lamb to Holt Roads,
- Walline Road, Lamb to Holt Roads
- Hulet Road, Sandhill Road to north end.

for a total estimated cost for materials of $130,000.00 with labor to be provided by the Road Department.

The Road Department is willing to cause said improvements to be undertaken, to contribute road department labor without charge on the above projects, and to pay for a portion of the cost of said improvements from the County Road Fund.

The Township is willing to pay the remaining portion of the cost of said improvements.

In the event the final cost of the improvements is greater than twice the maximum Road Department match amount set forth below, the excess cost will be paid solely by the Township, provided, however, that the Township excess payment will not exceed 10 percent (10%) of the Township contribution amount established in this Agreement, unless the Township agrees otherwise.

The Road Department shall cause the improvements identified above and incorporated herein by reference to be performed during the construction seasons of the 2017 and 2018 calendar years.

For 2017, the County on behalf of the Road Department has allocated to Alaiedon Township’s local roads, a maximum sum of $30,000.00, from the county road fund which shall be matched equally by the Township to the extent used.

The County on behalf of the Road Department agrees to contribute up to $30,000.00 toward the cost of said improvement from the County Road Fund and to provide labor by road department crews without charge to the project.

In the event the final cost of the improvements is less than the estimate provided above, for any final cost amount greater than twice the maximum Road Department match amount set forth above ($60,000), the savings shall first accrue to the Township, and then, shall be split evenly between the Township and the Road Department for any final cost amount below $60,000.
Leroy Township and the Road Department agree that improvements be performed on various Leroy Township local roads throughout Leroy Township to be chosen between the Township and Road department as part of the 2017 local road program to include asphalt leveling, skip-paving and maintenance pads where necessary, approximately 1100 tons of asphalt paving total for all roads, at a total estimated cost for materials on all the roads of $44,200.00.

The Road Department is willing to cause said improvements to be undertaken and to pay for a portion of the cost of said improvements from the County Road Fund and to provide labor on this work at no cost to Leroy Township for Road Department labor.

The Township is willing to pay the remaining portion of the cost of said improvements.

In the event the final cost of the improvements is greater than the estimated amount set forth above, the excess cost will be paid solely by the Township, provided, however, that the Township excess payment will not exceed ten percent (10%) of the Township contribution amount established in the Agreement, unless the Township agrees otherwise.

The Road Department shall cause the improvements identified above and incorporated herein by reference to be made by Road Department crews during the construction season of the 2017 calendar year.

For 2017, the County on behalf of the Road Department has allocated to Leroy Township’s local roads, a maximum sum of $22,200.00, which shall be matched equally by the Township to the extent used.

The County on behalf of the Road Department agrees to contribute up to $22,200.00 toward the cost of said improvement and labor on this project at no cost to Leroy Township for Road Department labor.

In the event the final cost of the improvements is less than the estimate provided above, the savings shall be split evenly between the Township and the Road Department.
Onondaga Township and the Road Department agree that asphalt skip-paving and related repairs are needed on the following local roads in Onondaga Township due to normal deterioration over time as part of the 2017 local road program: Walker Road, Baseline to Bellevue Roads, a total distance of approximately 2 miles, at an estimated total cost of $80,000 for materials to be placed by road department crews without charge for labor to the project.

The Road Department is willing to cause said improvements to be undertaken by road department crews without charge to the project for labor and to pay for a portion of the cost of said improvements from the County Road Fund.

The Township is willing to pay the remaining portion of the cost of said improvements.

In the event the final cost of the improvements is greater than the estimated amount set forth above, the excess cost will be split between the parties for any final cost up to $222,000 (twice the amount, $111,000, the Road Department has allocated to Onondaga Township’s local roads for 2017 including unused carry over from prior years) and shall be paid solely by the Township for any final cost above that amount provided, however, that the Township’s contribution will not exceed 10 percent (10%) of the Township contribution amount established in this Agreement, unless the Township agrees otherwise.

The Road Department shall cause the improvements identified above and incorporated herein by reference to be made by Road Department crews during the construction season of the 2017 calendar year without charge for labor to the project.

For 2017 the County on behalf of the Road Department has allocated to Onondaga Township’s local roads, a maximum sum of $22,200.00, plus carryover of unused prior year local road program funds in the amount of $88,800.00, for a total available in 2017 of $111,000.00 from the County Road Fund which shall be matched equally by the Township to the extent used.

The County on behalf of the Road Department agrees to contribute half the final cost up to $111,000.00 toward the cost of said improvement from the County Road Fund and to contribute labor where indicated above without additional charge to the Township.

In the event the final cost of the improvements is less than the estimate, the cost savings shall be split evenly between the parties.
WHEATFIELD TOWNSHIP
ATTACHMENT D

Wheatfield Township and the Road Department agree that asphalt skip-paving and single course chip-sealing are needed on the following Wheatfield Township local roads as part of the 2017 local road program due to normal deterioration over time: Zimmer Road, Waldo to Holt Roads, and Noble Road, Meridian to Burkley Roads, a total distance of approximately 3.5 miles, at a total estimated cost for materials only of $100,000.00, with labor to be provided by the Road Department.

The Road Department is willing to cause said improvements to be undertaken, to provide labor without charge to the project, and to pay for a portion of the cost of said improvements from the County Road Fund.

The Township is willing to pay the remaining portion of the cost of said improvements.

In the event the final cost of the improvements is greater than the estimated amount set forth above, the excess cost will be split between the parties for any final cost up to $203,773.24 (twice the amount, $101,886.62, the Road Department has allocated to Wheatfield Townships local roads for 2017 including unused carry over from prior years) and shall be paid solely by the Township for any final cost above that amount provided, however, that the Township's contribution will not exceed 10 percent (10%) of the Township contribution amount established in this Agreement, unless the Township agrees otherwise.

The Road Department shall cause the improvements identified above and incorporated herein by reference to be made by Road Department crews during the construction season of the 2017 and 2018 calendar years.

For 2017 the County on behalf of the Road Department has allocated to Wheatfield Township's local roads, a maximum sum of $22,200 plus carry-over from prior years of $79,686.62, for a total available in 2017 of $101,866.62 from the County Road Fund, which shall be matched equally by the Township to the extent used.

The County on behalf of the Road Department agrees to contribute one half the final project cost, up to a maximum of $101,866.62, toward the cost of said improvement from the County Road Fund and to provide labor without charge to the project.

In the event the final cost of the improvements is less than the estimate, the cost savings shall be split evenly between the parties.
White Oak Township and the Ingham County Road Department agree that asphalt skip-paving and related repairs are needed on the following local roads in White Oak Township due to normal deterioration over time as part of the 2017 local road program: Iosco Road, Meech to Kane Roads, particularly on the Dietz to Searls sub-segment with spot paving only on the poorest condition locations of the remainder, and on the low section of Cooper Road between M-52 and Brogan road at an estimated cost of $104,000 for materials only to be placed by ICRD crews without charge to the project for labor.

The Road Department is willing to cause said improvements to be undertaken by ICRD crews without charge to the project for labor, and to pay for a portion of the cost of said improvements from the County Road Fund.

The Township is willing to pay the remaining portion of the cost of said improvements up to the extent of their budget available for this purpose.

In the event the final cost of the improvements is greater than twice the maximum Road Department match amount set forth below, the excess cost will be paid solely by the Township, provided, however, that the Township excess payment will not exceed ten percent (10%) of the Township contribution amount established in this Agreement, unless the Township agrees otherwise.

The Road Department shall cause the improvements identified above and incorporated herein by reference to be performed by ICRD crews without charge to the project for labor during the construction season of the 2017 calendar year.

For 2017, the County on behalf of the Road Department has allocated to White Oak Township’s local roads, a maximum sum of $51,999.51 from the County Road Fund, including $29,799.51 left from prior years and $22,200 for the 2017 allocation, which shall be matched equally by the Township to the extent used.

The County on behalf of the Road Department agrees to contribute up to $51,999.51 from the County Road Fund toward the cost of said improvement and to contribute labor where indicated above without additional charge to the Township.

In the event the final cost of the improvements is less than the estimate, the savings shall be split evenly between the Township and the Road Department.
ADOPTED - AUGUST 22, 2017
AGENDA ITEM NO. 11

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO SUPPORT MERIDIAN TRANSPORTATION ALTERNATIVES PROGRAM FUNDED RECTANGULAR RAPID FLASH BEACON INSTALLATION

RESOLUTION # 17 – 309

WHEREAS, the Transportation Alternatives Program (TAP) is a federally funded program administered in Michigan by the Michigan Department of Transportation (MDOT); and

WHEREAS, Ingham County, in partnership with the Charter Township of Meridian applied for, and received, Transportation Alternatives Program funding to install rectangular rapid flash beacons at the Township’s Intercity Roadway intersection with Okemos Road, between Banyon Trail and Raby Road; and

WHEREAS, the Charter Township of Meridian has committed to design, construct, maintain, and fund the rectangular rapid flash beacons for the use of the general public and satisfy all the requirements of the Michigan Department of Transportation (MDOT), the Federal Highway Administration, and the Road Department; and

WHEREAS, the Charter Township of Meridian attests to the existence of, and commits to, the funds necessary to carry out the project, including engineering for design and construction, permit fees, administration costs, and cost overruns; and

WHEREAS, the Charter Township of Meridian commits to owning operating, funding and implementing a maintenance program over the design life of the facilities constructed with Safe Routes to School funding; and

WHEREAS, MDOT requires a formal commitment from Ingham County, on behalf of the Ingham County Road Department (Act 51 eligible agency), to receive the $25,374 of federal TAP funds and implement the infrastructure project, on behalf of the Charter Township of Meridian.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes Robert Peterson, P.E., Director of Engineering for the Ingham County Road Department, to act on behalf of the Ingham County Board of Commissioners to implement the Transportation Alternatives Program project development and rectangular rapid flash beacons installation.

BE IT FURTHER RESOLVED, that the rectangular rapid flash beacons will be permitted for installation within the public road right-of-way upon the Charter Township of Meridian’s execution of a Permit Acknowledgement for Traffic Signal Control Responsibilities agreement.

COUNTY SERVICES:  Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None   Absent: None   Approved 8/15/2017

FINANCE:  Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert
Nays: None  Absent: Tennis, Schafer  Approved 8/16/2017

Adopted as part of a consent agenda.

ADOPTED - AUGUST 22, 2017
AGENDA ITEM NO. 12

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION OF COMMITMENT FOR
TRANSPORTATION ALTERNATIVES PROGRAM FUNDS

RESOLUTION # 17 – 310

WHEREAS, the Transportation Alternatives Program (TAP) is a federally funded program administered in Michigan by the Michigan Department of Transportation (MDOT) and the Office of Economic Development; and

WHEREAS, the Ingham County Road Department applied for, and received a conditional commitment for $717,000 of Transportation Alternatives Program funding to construct paved shoulders on Jolly Road from Dobie Road to Meridian Road; and

WHEREAS, the Ingham County Road Department attests to the existence of, and commits to, the $239,000 of matching funds necessary to carry out the project; and

WHEREAS, the Ingham County Road Department has committed to design, construct, and maintain the proposed paved shoulders for the use of the general public and satisfy all the requirements of the Michigan Department of Transportation (MDOT), the Office of Economic Development, and the Federal Highway Administration; and

WHEREAS, the Ingham County Road Department commits to owning, operating, and implementing a maintenance program over the design life of the facilities constructed with Transportation Alternatives Program funding; and

WHEREAS, the Office of Economic Development requires a formal commitment from Ingham County, on behalf of the Ingham County Road Department, to certify that all financing is in place, to certify a maintenance commitment, and to authorize an agency agent to implement the Transportation Alternatives Program project development.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners, on behalf of the Road Department, certifies that the financing is secured, available, and committed for use in constructing the project; commits to owning, operating, and funding/implementing a maintenance plan/program over the design life of the facility constructed with TAP funds; and authorizes Robert Peterson, P.E., Director of Engineering for the Ingham County Road Department, to act on behalf of the Ingham County Board of Commissioners to implement the Transportation Alternatives Program project development.
BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary Agreements that are consistent with this resolution and approved as to form by the County Attorney.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
    Nays: None  Absent: None  Approved 8/15/2017

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert
    Nays: None  Absent: Tennis, Schafer  Approved 8/16/2017

Adopted as part of a consent agenda.
Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A MEMORANDUM OF UNDERSTANDING WITH MID-MICHIGAN MOUNTAIN BIKE ASSOCIATION

RESOLUTION # 17 – 311

WHEREAS, it has been determined that Burchfield County Park would benefit from the expertise and involvement of the Mid-Michigan Mountain Bike Association (MM MBA); and
WHEREAS, MMMBA has agreed to work with Ingham County Park staff for mutually beneficial programs, projects and bicycling activities at Burchfield County Park; and
WHEREAS, the Memorandum of Understanding would provide for an active partnership with MMMBA to plan, build, maintain and promote designated mountain bike, multi-use trails, and mountain bike skills areas for the expanded use and enjoyment of mountain bike riders on Ingham County Parks trail systems; and
WHEREAS, the MMMBA and Ingham County Parks are agreeable to this arrangement, as reflected in the attached Memorandum of Understanding between the parties.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes the attached Memorandum of Understanding with the Mid-Michigan Mountain Bike Association (MM MBA).

BE IT FURTHER RESOLVED, the term of the Memorandum of Understanding shall be from the date of execution until January 1, 2022.

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

COUNTY SERVICES:  Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None  Absent: None  Approved 8/15/2017

FINANCE:  Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert
Nays: None  Absent: Tennis, Schafer  Approved 8/16/2017

Adopted as part of a consent agenda.
MEMORANDUM OF UNDERSTANDING

2017 – 2022

By and Between

Mid-Michigan Mountain Bike Association

&

The County of Ingham acting on behalf of the
Parks Department
MEMORANDUM OF UNDERSTANDING
between
Mid-Michigan Mountain Biking Association (MM MBA)
and
The County of Ingham acting on behalf of the Parks Department

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the Mid-Michigan Mountain Biking Association, hereinafter referred to as MM MBA, and the COUNTY OF INGHAM, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) acting on behalf of the Ingham County Parks Department.

PURPOSE:
This MOU is intended to provide a written framework extending the collaboration between MM MBA and the County, for the continuation of mutually beneficial programs, projects and bicycling activities at the county level. These programs, projects and activities comprise part of the Ingham County Parks multiple use mission and serve the public.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY MUTUALLY AGREED, as follows:

A. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:
Ingham County Parks’ benefits include collaboration with MM MBA to plan, build, maintain and promote designated mountain bike trails for the expanded use and enjoyment of mountain bike riders on Ingham County Parks trail systems.

This cooperative effort is provided through the strategic planning of trail development and provides a public service to all trail users.

B. Ingham County Parks, with appropriate authorization from the Ingham County Board of Commissioners may:

1. Work with MM MBA to identify opportunities (trail projects, education and assistance) and jointly pursue such projects with the mountain bike community.
2. Make Ingham County Parks lands available for mountain biking and related activities, subject to applicable laws, regulations, policy, plans and other management direction.
3. Include and utilize MM MBA technical expertise in Ingham County Parks programs as they relate to mountain biking and trail development. Provide to the public the appropriate rules and regulations pertaining to mountain biking on county property.
4. Under the supervision of park staff and when prior authorization has been granted, hand tools may be made available for volunteers working on trail maintenance. Such tools include but are not limited to: shovels, leaf rakes, iron rakes, Mattocks, McLeod’s, rogue hoes, bowsaws, folding hand-saws, machete, pruning shears, loppers, wheelbarrows, etc.
5. Promote awareness and bicycle access throughout the Ingham County Parks trail system through social media, web forums, ride events and other channels.
6. Help identify and advocate for mountain bike current trends as part of the 5 year master plan public input and stake holder process by being responsive to user needs.
7. Works collaboratively with MMMBA in the development of way finding and signage design, concepts, and implementation program for Ingham County Trails.

C. MMMBA may:
1. Work with Ingham County Parks to identify appropriate collaboration opportunities (trail projects, promotion and education programs) and jointly pursue such projects in conjunction with the mountain biking community and the Ingham County Parks.
2. Provide technical assistance with projects, educational activities, grant application, and mountain biking activities and management.
3. Under the direction of Ingham County Park’s staff, assist in coordinating trail development and maintenance using volunteers.
4. Utilize IMBA (International Mountain Biking Association) best-practices for trail development and maintenance. This includes a focus on rider safety, environmental protection and sustainability.
5. Monitor the bicycle accessible multi-use trails designated for mountain bike use and to make alterations as needed to counter erosion problems as well as to improve the trail as deemed appropriate by Ingham County Parks trail managers.
6. Monitor the trail system and assist in removing incidental debris such as leaves, limbs, sticks, etc., on the mountain bike trails.
7. Organize volunteer trail maintenance events to assist in maintenance of the mountain bike accessible trails within the confined resources of the MMMBA.
8. Perform regular inspection of all built trail structures that are specific to the mountain bike accessible trails. This will be completed once a month using a comprehensive checklist/worksheet (attached) to ensure that all structures are in good condition. These inspections will be completed in season when mountain bike accessible trails are open. Needed repairs will be made as soon as is reasonable; whenever they are discovered or reported by riders or park personnel. MMMBA and Ingham County Parks to coordinate when necessary on larger trail maintenance projects.
9. Encourage safe and courteous trail use and responsible bicycling.
10. Promote awareness and bicycle access throughout the Ingham County Parks trail system through social media, web forums, ride events and other channels.
11. Help identify and advocate for mountain bike current trends as part of the 5 year master plan public input and stake holder.
12. Provide available hand tools for use by volunteers for trail maintenance. Such tools include but not limited to: shovels, leaf rakes, iron rakes, Mattocks, McLeod’s, rogue hoes, bow-saws, folding hand-saws, machete, pruning shears, loppers, wheelbarrows, etc.

13. Work collaboratively with Ingham County Park staff in the development of way finding and signage design, concepts, and implementation program for Ingham County Trails.

*MMMMBA must obtain Ingham County Parks written approval, prior to implementation, of any new trail development, outside trail line improvements and other major maintenance beyond basic trail care.

D. LIABILITY:

1. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the MMMBA in the performance of this Agreement shall be the responsibility of the MMMBA, and not the responsibility of the County, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the MMMBA, any volunteer, subcontractor, or anyone directly or indirectly employed by the MMMBA. Further, this agreement shall not serve as a waiver of any defense that the MMMBA may have to any potential claim, including the extension of governmental immunity to the MMMBA as a government contractor or quasi-government agency.

2. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the County in the performance of this Agreement shall be the responsibility of the County and not the responsibility of the MMMBA if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees as provided by statute or court decisions.

3. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the MMMBA in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the MMMBA in relation to each party’s responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees, respectively, as provided by statute or court decisions. Further, this agreement shall not serve as a waiver of any defense that the MMMBA may have to any potential claim, including the extension of governmental immunity to the MMMBA as a government contractor or quasi-government agency.
E. INSURANCE:
1. MM MBA shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company’s Insurance Reports rating of A or A- (Excellent).
2. General Liability Insurance on an “Occurrence Basis” with limits of liability not less than $1,000,000 per occurrence and/or aggregate combined single limit. General aggregate, products, personal and adv. injury are included in the MM MBA insurance policy. This is a standard mountain bike association insurance policy underwritten by one of the few companies who write such policies.
3. Proof of Insurance - MM MBA shall provide to the County at the time the Agreements are returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above.

F. NONDISCRIMINATION. The MM MBA, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, gender identity, disability that is unrelated the individual’s ability to perform the duties of a particular job or position, height, weight, or marital status. The MM MBA shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to the following:
1. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended;
2. The Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended;
3. Section 504 of the Federal Rehabilitation act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder; and

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

G. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:
1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Ingham County Parks under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
3. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
4. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration with 5 days prior written notice to the other party.
5. PRINCIPAL CONTACTS. The principle contacts for this instrument are:
<table>
<thead>
<tr>
<th>Ingham County Parks Contact</th>
<th>MMMBA Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contact:</strong> Jeff Gehl, Burchfield Park Manager</td>
<td><strong>Contact:</strong> Jared Steffen, MMMBA President</td>
</tr>
<tr>
<td><strong>Phone:</strong> 517-676-2233</td>
<td><strong>Phone:</strong></td>
</tr>
<tr>
<td><strong>E-mail:</strong> <a href="mailto:jgehl@ingham.org">jgehl@ingham.org</a></td>
<td><strong>E-mail:</strong></td>
</tr>
<tr>
<td><strong>Ingham County Parks Administrative Contact</strong></td>
<td><strong>MMMB Administrative Contact</strong></td>
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<tr>
<td><strong>Contact</strong></td>
<td><strong>Contact</strong></td>
</tr>
<tr>
<td>Tim Morgan - Director of Parks</td>
<td>Anne Grofvert, MMMBA</td>
</tr>
<tr>
<td><strong>Phone:</strong> 517-676-2233</td>
<td><strong>Phone:</strong> (517) 881-7616</td>
</tr>
<tr>
<td><strong>E-mail:</strong> <a href="mailto:tmorgan@ingham.org">tmorgan@ingham.org</a></td>
<td><strong>E-mail:</strong> <a href="mailto:speedychix@comcast.net">speedychix@comcast.net</a></td>
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</tbody>
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6. **NON-FUND OBLIGATING DOCUMENT.** This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

7. **COMMENCEMENT/EXPIRATION DATE.** This instrument is executed as of the date of last signature and is effective through January 1, 2022 at which time it will expire unless extended.

8. **WAIVERS.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

9. **AGREEMENT MODIFICATIONS.** All modifications to this Agreement must be mutually agreed upon by the parties, and incorporated into written amendments to this Agreement after approval by the County's Board of Commissioners, and signed by their duly authorized representatives.

10. **PURPOSE OF SECTION TITLES.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

11. **COMPLETE AGREEMENT.** This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

12. **SEVERABILITY.** If any part of this Agreement is found by a Court or Tribunal of competent jurisdiction to be invalid, unconstitutional or beyond the authority of either party to enter into or
carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties.

13. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

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<th>COUNTY:</th>
<th>MMMBA:</th>
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Sarah Anthony – Chairperson
Ingham County Board of Commissioners

Jared Steffen, President
Mid-Michigan Mountain Biking Association

Date: Date:

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

Matti D. Nordfjord
Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE CREATION OF A TRAILS & PARKS MILLAGE PROGRAM COORDINATOR

RESOLUTION # 17- 312

WHEREAS, Board of Commissioners Resolution #16-103 authorized staff to develop a job description for a staff person who would specifically work on the trails and parks millage, contingent upon approval by the Board of Commissioners in a future resolution; and

WHEREAS, an analysis of information provided by the Parks Department resulted in the creation of a new position titled Trails & Parks Millage Program Coordinator; and

WHEREAS, Human Resources has evaluated the proposed new position, and new job description and has established the appropriate salary grade level; and

WHEREAS, the position will be a Managerial Unit (MCF) at a level 10 ($61,615.26 - $73,958).

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes a new position titled Trails & Parks Millage Program Coordinator in the Managerial Unit (MCF) at a level 10 ($61,615.26 - $73,958).

BE IT FURTHER RESOLVED, the Board of Commissioners authorize funding this position from the trails and parks millage.

BE IT FURTHER RESOLVED, that the Trails & Parks Millage Program Coordinator position will be posted and filled with the assistance of the Human Resources Department.

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

COUNTY SERVICES:  Yeas: Celentino, Crenshaw; Grebner, Nolan, Koenig, Sebolt, Maiville  
Nays: None  Absent: None  Approved 8/15/2017

FINANCE:  Yeas: Grebner, McGrain, Hope, Anthony, Nacyaert  
Nays: None  Absent: Tennis, Schafer  Approved 8/16/2017

Adopted as part of a consent agenda.
Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF THE PROJECT AGREEMENT FOR A MICHIGAN NATURAL RESOURCES TRUST FUND GRANT

RESOLUTION # 17 – 313

WHEREAS, the Michigan Department of Natural Resources has approved the grant request in the amount of $105,800 for the grant application titled McNamara Landing Improvements and Development #TF16-0185 to the Michigan Natural Resources Trust Fund for facility development and improvements that include: a universally accessible public kayak and canoe launch on the Grand River, with adjacent ADA parking improvements and a new accessible restroom facility at McNamara Landing at Burchfield County Park, located in Aurelius Township; and

WHEREAS, the required matching funds of $45,400 will come from previously appropriated County funds reserved for this purpose in Resolution #16-101.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners, Ingham County, Michigan, approves entering into a Project Agreement to accept the $105,800 Michigan Natural Resources Trust Fund Grant for facility development and improvements that include: a universally accessible public kayak and canoe launch on the Grand River, with adjacent ADA parking improvements and a new accessible restroom facility at McNamara Landing at Burchfield County Park, located in Aurelius Township from the Michigan Department of Natural Resources.

BE IF FURTHER IT RESOLVED, that the Ingham County Board of Commissioners, Ingham County, Michigan, does hereby accept the terms of the Agreement for grant #TF16-0185 as received from the Michigan Department of Natural Resources (DEPARTMENT), and that the Ingham County Board of Commissioners, Ingham County, Michigan, does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide forty five thousand four hundred ($45,400) dollars to match the grant authorized by the DEPARTMENT.

2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.

3. To construct the project and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement.

4. To regulate the use of the facility constructed and reserved under this agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said agreement including all terms not specifically set forth in the foregoing portions of this resolution.

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

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

COUNTY SERVICES: Yea: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
    Nays: None   Absent: None   Approved 8/15/2017

FINANCE: Yea: Grebner, McGrain, Hope, Anthony, Neyaert
    Nays: None   Absent: Tennis, Schafter   Approved 8/16/2017

Adopted as part of a consent agenda.
Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN ADDITIONAL WEEKEND FOR THE POTTER PARK ZOO “BOO AT THE ZOO” EVENT

RESOLUTION #17 – 314

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

WHEREAS, the agreement between Ingham County and the Potter Park Zoological Society states the Zoological Society retain the admission monies for the “Boo at the Zoo” event, Resolution #17-069; and

WHEREAS, the Society event, “Boo at the Zoo” has previously been a four day event, Resolution #13-395; and

WHEREAS, the Potter Park Zoological Society will provide the personnel, both paid staff and volunteers to plan, implement and facilitate the “Boo at the Zoo” event; and

WHEREAS, extending the length of the “Boo at the Zoo” event will provide higher quality visitor experiences for guests and more opportunities for community members to attend this event.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the expansion of the “Boo at the Zoo” event from four to six days in October of each year.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None Absent: None Approved 8/15/2017

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert
Nays: None Absent: Tennis, Schafer Approved 8/16/2017

Adopted as part of a consent agenda.
Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO CERTIFY REPRESENTATIVES FOR THE MERS ANNUAL CONFERENCE

RESOLUTION # 17 – 315

WHEREAS, the Municipal Employees’ Retirement System (MERS) will hold the Annual Conference at the Detroit Marriott at the Renaissance Center in Detroit, MI on September 21 and September 22, 2017; and

WHEREAS, the governing body of each member municipality must certify an employee delegate who has been nominated and elected by the other employee members, and appoint an officer delegate of the governing body.

THEREFORE BE IT RESOLVED, that the following persons are hereby certified as Ingham County Representatives for the MERS Annual Conference:

Employee Delegate: Sheldon Lewis, Administrative Assistant-Drain Office

Officer Delegate: Michael Townsend, Budget Director

BE IT FURTHER RESOLVED, Ingham County Board of Commissioners authorizes the payment, pursuant to the County’s travel policy, of the expenses of the Employee Delegate and Officer Delegate to attend the 2017 MERS Annual Conference.

COUNTY SERVICES: Yea: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville

Nays: None  Absent: None  Approved 8/15/2017

FINANCE: Yea: Grebner, McGrain, Hope, Anthony, Naeyaert

Nays: None  Absent: Tennis, Schafer  Approved 8/16/2017

Adopted as part of a consent agenda.
Introduced by the County Services and Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE ESTABLISHMENT OF A MERS HYBRID PLAN FOR NEW ROAD DEPARTMENT MANAGERIAL AND PROFESSIONAL EMPLOYEES

RESOLUTION # 17 – 316

WHEREAS, the County Board of Commissioners has established MERS Hybrid Plan Divisions to address the escalating pension costs; and

WHEREAS, Financial Services and Human Resources recognized a need to establish a Hybrid division for Ingham County Road Department new hires in non-represented managerial and professional classifications; and

WHEREAS, the Hybrid Plan Adoption Agreement to establish this new division for new hires in non-represented management and professional classifications at the Road Department has been completed.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes the attached MERS Hybrid Plan Adoption Agreement for new employees, occupying non-represented managerial and professional classifications at the Ingham County Road Department, hired after June 1, 2017.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is authorized on behalf of the County to sign and execute all documents to effectuate and finalize this transaction, subject to the approval as to form by the County Attorney.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
   Nays: None  Absent: None  Approved 8/15/2017

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert
   Nays: None  Absent: Tennis, Schafer  Approved 8/16/2017

Adopted as part of a consent agenda.
MERS Hybrid Plan Adoption Agreement

The Employer, a participating municipality or participating court within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Hybrid Plan provided by MERS of Michigan, as authorized by 1998 PA 220 in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name: County of Ingham Municipality #: 3303

If new to MERS, provide your municipality's/court's fiscal year: ___________ through ___________ (Month) (Month)

II. Effective Date

Check one:

A. ☐ If this is the initial Adoption Agreement for this group, the effective date shall be the first day of _______ JUNE ______ 2012.

☐ This municipality or division is new to MERS, so vesting credit prior to the initial MERS effective date by each eligible participant shall be credited as follows (choose one):

☐ Vesting credit from date of hire  ☐ No vesting credit

☐ This division is for new hires, rehires, and transfers of current Defined Benefit division #_________ and/or current Defined Contribution division #_________.

Closing this division will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation. (The amount may be adjusted for any benefit modifications that may have taken place since then.)

Current active (defined benefit or Defined Contribution) employees (select one of the following and see Plan Document, Section 64 for more information):

☐ Will have a one-time opportunity to convert the value of their current defined benefit into a lump sum transferred to the Defined Contribution portion of Hybrid

sum, or continue accruing service in the Defined Benefit. (Complete MERS Hybrid Conversion Addendum.)

☐ Will have a one-time opportunity to cease service accrual in the current plan and transfer to the new Hybrid plan for future service accrual, or continue accruing service in the Defined Benefit. The deadline for participants to make their election is: _______ / _______

☐ Will be required to cease service accrual in Defined Benefit and will transfer to Hybrid for future service accrual.

* By completing the section above, the Employer acknowledges receiving Projection Study (if applicable) results and understands the municipality's obligation to continue funding the liability associated with the closed Defined Benefit division.

B. ☐ If this is an amendment of an existing Adoption Agreement (Hybrid division #__________), the effective date shall be the first day of ____________, 20____. Please note: You only need to mark changes to your plan throughout the remainder of this Agreement.
MERS Hybrid Plan Adoption Agreement

C. ☐ if this is to separate employees from an existing Hybrid division

(existing division number(s) ____________________________)

Into a new Hybrid division, the effective date shall be the first day of __________________, 20____.

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Hybrid Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

Mtg. & Prof. Rnd Dept after 4/1/2017

(Name of Hybrid division – e.g. All Full Time Employees, or General after 7/10/13)

To receive one month of service credit (check one):

☐ An employee shall work 10 __8_____ hour days

☐ An employee shall work ________ hours in a month

All employees classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

☐ Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period the Employer will not report or make contributions, and none will be due on behalf of the new employee retroactively. Service will begin after the probationary period has been satisfied.

The probationary period will be ______ month(s).

☐ Temporary employees in a position normally requiring less than a total of 12 whole months of work in the position may be excluded from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.

The temporary exclusion period will be ______ month(s).
MERS Hybrid Plan Adoption Agreement

IV. Provisions

Employer Caps

☐ Employer hereby elects to cap the annual contribution to Hybrid (total amount for both Defined Benefit and Defined Contribution portions) ____% of payroll.

☐ The Defined Benefit component shall be exclusively funded by the employer, with no member contributions permitted, unless the employer elects to cap annual employer contributions to a fixed percentage. The employer's annual contributions are capped at ____%. Employee Contributions will make up the difference.


The Defined Benefit Provisions, once adopted, are irrevocable and shall not be later changed except for definition of compensation.

Valuation Date: December 31, 2016

1. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary or normal cost calculation created by MERS that sets contribution rates.

2. Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates for the Defined Benefit portion of Hybrid. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

3. Benefit Multiplier

The multiplier shall be one of the following dependent upon the division's Social Security status:

<table>
<thead>
<tr>
<th>Social Security Coverage</th>
<th>No Social Security Coverage</th>
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<td>☐ 1.00%</td>
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4. Final Average Compensation (FAC) shall be based on the highest consecutive 3 years

5. Vesting shall be 6 years
MERS Hybrid Plan Adoption Agreement

6. Compensation, for retirement purposes, is defined as base wages and all of the following. Check applicable boxes to include these types from your MERS reported wages:

☐ Longevity pay
☐ Overtime pay
☐ Shift differentials
☐ Pay for periods of absence from work by reason of vacation, holiday, and sickness
☐ Workers’ compensation weekly benefits (if reported and are higher than regular earnings)
☐ A member’s pre-tax contributions to a plan established under Section 125 of the IRC
☐ Transcript fees paid to a court reporter
☐ A taxable car allowance
☐ Short term or long term disability payments
☐ Payments for achievement of established annual (or similar period) performance goals
☐ Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
☐ Lump sum payments attributable to the member’s personal service rendered during the FAC period
☐ Other: ____________________________
☐ Other 2: ____________________________

7. Normal Retirement Age: ___ (any age from 60 – 70)

8. Early Normal Retirement with unreduced benefits
☐ Age 55-65 ______ with 25 years of service.


1. Vesting (Check one):
☐ Immediate
☐ Cliff Vesting (fully vested after below number years of service)
☐ 1 year ☐ 2 years ☐ 3 years ☐ 4 years ☒ 5 years

☐ Graded Vesting
☐ % after 1 year of service
☐ % after 2 years of service
☐ % after 3 years of service (min 25%)
☐ % after 4 years of service (min 50%)
☐ % after 5 years of service (min 75%)
100 % after 6 years of service

Vesting will be credited using (check one):
☐ Elapsed time method – Participants will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
☐ Hours reported method – Participants will be credited with one vesting year for each calendar year in which ______ hours are worked

In the event of disability or death while actively employed, a participant’s (or his/her beneficiary’s) entire employer contribution account shall be 100% vested.
MERS Hybrid Plan Adoption Agreement

2. Contributions
   a. Will be remitted
      ☐ Weekly ☑ Bi-Weekly ☐ Monthly
   b. Employee/Employer contribution structure (subject to limitations of Section 415(c) of the Internal Revenue Code)
      
      | Employee Contribution | $2.5 | | Employer Contribution | $2.5 |
      |--------------------|------| |----------------------|------|

      ☐ Direct mandatory employee contributions as pre-tax.
      NOTE: If a cap is requested under Section IV, the employer contribution in the Defined Contribution component is subject to reduction to the extent the total employer cap is met.

c. Voluntary employee contributions may be made after-tax, subject to the Section 415(c) limitations of the Internal Revenue Code

3. Compensation:
   Employers may designate the definition of compensation per division participating in Defined Contribution pursuant to section 49 of the MERS Plan Document (check one):
   ☐ Medicare taxable wages reported in Box 6 of Form W-2
   ☐ All income subject to income tax reported in Box 1 of Form W-2, plus elective deferrals
   ☐ Compensation, for retirement purposes, is defined as base wages. Any of the following may be included:
      ☐ Longevity pay
      ☐ Overtime pay
      ☐ Shift differentials
      ☐ Pay for periods of absence from work by reason of vacation, holiday, and sickness
      ☐ Workers' compensation weekly benefits (if reported and are higher than regular earnings)
      ☐ A member's pre-tax contributions to a plan established under Section 125 of the IRC
      ☐ Transcript fees paid to a court reporter
      ☐ A taxable car allowance
      ☐ Short term or long term disability payments
      ☐ Payments for achievement of established annual (or similar period) performance goals
      ☐ Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
      ☐ Lump sum payments attributable to the member's personal service rendered during the FAC period
      ☐ Other: __________________________
      ☐ Other 2: __________________________

      NOTE: In any of the above elections, an employee's compensation shall not exceed the annual limit under section 401(a)(17) of the Internal Revenue Code.

4. Loans: ☐ shall be permitted ☑ shall not be permitted
   If Loans are elected, please complete and attach the MERS Hybrid Loan Addendum.
MERS Hybrid Plan Adoption Agreement

5. Rollovers from qualified plans are permitted as set forth in the Hybrid Plan and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this MERS Hybrid Plan Adoption Agreement and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Hybrid Plan Adoption Agreement, the provisions of the Plan Document control.

VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 6, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.

2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;

3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and DB benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency;

4. The Employer acknowledges that the DB wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;

5. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
MERS Hybrid Plan Adoption Agreement

6. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains for the Defined Contribution portion of Hybrid, pursuant to the Internal Revenue Code;

7. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended;

8. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the Hybrid Plan, to authorize the transfer of any assets to the Hybrid Plan, or to continue administration by MERS or any third-party administrator of the Hybrid Plan.

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by __________________________ on the ______ day of _________________________, 20____. (Name of Approving Employer)

Authorized signature: ________________________________________________________

Title: _______________________________________________________________________

Witness signature: _____________________________________________________________

Received and Approved by the Municipal Employees’ Retirement System of Michigan

Dated: __________________________, 20____ Signature: ____________________________ (Authorized MERS Signatory)
WHEREAS, the County of Ingham, (the “Employer”) and the Office and Professional Employees International Union, Technical Clerical Unit (OPEIU or the “Union”) have agreed to a collective bargaining agreement from January 1, 2016, through December 31, 2017 (the “CBA”); and

WHEREAS, the Union has filed a grievance challenging overtime work performed by a non-union seasonal engineering technician on July 15, 2016, when the union asserts that a qualified union member was available for this overtime work, an alleged violation of Article 1 of the collective bargaining agreement; and

WHEREAS, the Parties are desirous of settling this matter, and establishing a practice going forward to assure that the Employer’s need for fully qualified staffing is provided on engineering projects, and that the employer assures that all qualified union personnel are offered overtime in the work normally performed by the union before offering it to non-union personnel.

THEREFORE, BE IT RESOLVED, the Ingham County Board of Commissioners agrees to the following in a Letter of Understanding (LOU) with the Union:

1. In full and final settlement of OPEIU grievance dated July 20, 2016, the parties agree that:

   a. For purposes of Article 1, The Employer will endeavor to avail union staff of any and all training and professional development opportunities desired by the individual and the Employer, and applicable to work normally performed by the union, but not in conflict with the given individual’s normal job duties, nor in conflict with the Employer’s other operations.

   b. However the Employer has the right and duty to have fully qualified personnel perform inspection of construction projects normally performed by the union without the need to train individuals for the given duties at the time those duties need to be performed, and thus may use fully qualified non-union personnel for these duties if union members fully qualified in the opinion of the Employer are not available at the given time to perform said duties.

   c. When overtime opportunities arise within the work normally performed by the union, the employer will offer the overtime to fully qualified and available union members starting with those normally assigned to the given project, then to those in the job classification normally performing the duties incurring the given overtime, and then to other union members fully qualified in the Employer’s opinion to perform the given duties.
d. Employees claiming to be fully qualified for certain duties who are offered overtime to perform those duties but fail to adequately perform those duties, may be subject to discipline per the employer’s discipline policy.

e. Recognizing the Union’s claim of foregone overtime, but denying its validity, the Employer on a one-time, non-precedential basis, shall pay 7 hours overtime to the grievant in this matter for that worked in the field by the non-union seasonal engineering technician on July 15, 2016, at her then current rate of pay, a total sum of $273.90.

2. It is hereby agreed between the Employer and the Union that the provisions of this Letter of Agreement shall be effective forthwith in the future.

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

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
   Nays: None   Absent: None   Approved 8/15/2017

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert
   Nays: None   Absent: Tennis, Schaefer   Approved 8/16/2017

Adopted as part of a consent agenda.
LETTER OF AGREEMENT
BETWEEN
INGHAM COUNTY (Employer)
OPEIU LOCAL 512 TECHNICAL-CLERICAL UNIT (Union)

WHEREAS, the Employer and the Union have entered a collective bargaining agreement with a term running from January 1, 2016, through December 31, 2017; and

WHEREAS, the Union has filed a grievance challenging overtime work performed by a non-union seasonal engineering technician on July 15, 2016, when the union asserts that a qualified union member was available for this overtime work, an alleged violation of Article 1 of the collective bargaining agreement; and

WHEREAS, the Parties are desirous of settling this matter, and establishing a practice going forward to assure that the Employer’s need for fully qualified staffing is provided on engineering projects, and that the employer assures that all qualified union personnel are offered overtime in the work normally performed by the union before offering it to non-union personnel,

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. In full and final settlement of OPEIU grievance dated July 20, 2016, the parties agree that:

   a. For purposes of Article 1, The Employer will endeavor to avail union staff of any and all training and professional development opportunities desired by the individual and the Employer, and applicable to work normally performed by the union, but not in conflict with the given individual’s normal job duties, nor in conflict with the Employer’s other operations.

   b. However the Employer has the right and duty to have fully qualified personnel perform inspection of construction projects normally performed by the union without the need to train individuals for the given duties at the time those duties need to be performed, and thus may use fully qualified non-union personnel for these duties if union members fully qualified in the opinion of the Employer are not available at the given time to perform said duties.

   c. When overtime opportunities arise within the work normally performed by the union, the employer will offer the overtime to fully qualified and available union members starting with those normally assigned to the given project, then to those in the job classification normally performing the duties incurring the given overtime, and then to other union members fully qualified in the Employer’s opinion to perform the given duties.

   d. Employees claiming to be fully qualified for certain duties who are offered overtime to perform those duties but fail to adequately perform those duties, may be subject to discipline per the employer’s discipline policy.
c. Recognizing the Union’s claim of foregone overtime, but denying its validity, the Employer on a one-time, non-precedential basis, shall pay 7 hours overtime to the grievant in this matter for that worked in the field by the non-union seasonal engineering technician on July 15, 2016, at her then current rate of pay, a total sum of $273.90.

2. It is hereby agreed between the Employer and the Union that the provisions of this Letter of Agreement shall be effective forthwith in the future.

COUNTY OF INGHAM

Sarah Anthony, Chairperson
Board of Commissioners

OPEIU LOCAL 512 TECH-CLERICAL UNIT

Mark Swanson, Chief Steward

Aaron Sanders, OPEIU Representative

APPROVED AS TO FORM:
COHL, STOKER & TOSKEY, P.C.

Mattis Norfjord
INTRODUCED BY THE COUNTY SERVICES AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND RESOLUTION #17-207 UPDATING VARIOUS FEES FOR COUNTY SERVICES

RESOLUTION # 17 – 318

WHEREAS, the Board of Commissioners adopted Resolution #17-207 to update various fees for county services; and

WHEREAS, three of the fees adopted by the Zoo per Resolution #17-207 need to be adjusted to match what the Parks Department will be charging to keep parking passes consistent at all Ingham County locations; and

WHEREAS, the Parks Department and Potter Park Zoo fees should be the same for Parking since they are sold by each department and are valid for parking at all County locations; and

WHEREAS, the Zoo fees that need to be adjusted are as follows: the Resident – Daily (April-October) Parking Fee should be $3.00, the Resident Annual Parking Fee should be $32.00 and the Non-Resident Annual Parking Fee should be $42.00.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes or encourages the following fee adjustments in the rates established for the Park Annual Passes (Resident – Daily (April-October) Parking Fee should be $3.00, the Resident Annual Parking Fee should be $32.00 and the Non-Resident Annual Parking Fee should be $42.00), which will be effective for the 2018 budget year.

BE IT FURTHER RESOLVED, all other fees set by Resolution #17-207 will remain the same as adopted by the Board of Commissioners.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None Absent: None Approved 8/15/2017

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert
Nays: None Absent: Tennis, Schafer Approved 8/16/2017

Adopted as part of a consent agenda.
Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ASSIGN ACCOUNTING RESPONSIBILITIES FOR A COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING REHABILITATION PROGRAM

RESOLUTION # 17 – 319

WHEREAS, on February 23, 2016 the Ingham County Board of Commissioners accepted a Community Development Block Grant of $354,000 from the Michigan State Housing Development Authority; and

WHEREAS, the Board formally selected a third party administrator, Capital Area Housing Partnership, to administer the program and to utilize the funds as designated in the grant agreement; and

WHEREAS, administration of the Community Development Block Grant is subject to various accounting rules and laws as established by Ingham County, state and federal governments; and

WHEREAS, the County Controller/Administrator is established by statute as the chief accounting officer of the county and has “charge and supervision of the accounts and accounting of every office, officer and department of the county, the whole or any part of the expense of which are borne by the county;” and

WHEREAS, by way of the Financial Services Department, the Controller/Administrator is responsible for assuring that a system of accounting is installed and properly kept in strict accord with the provisions of law, and may “prescribe and direct the keeping of such other accounts and records and the making of such reports as in his judgment are necessary to properly record and report the financial transactions of the county.”

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners assigns Community Development Block Grant accounting responsibilities to the Controller/Administrator.

BE IT FURTHER RESOLVED, that the third party administrator, Capital Area Housing Partnership, is authorized to procure lead and asbestos abatement services as necessary to properly administer program activities.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary budget adjustments and the Board Chairperson is authorized to sign the appropriate documents on behalf of Ingham County after approval as to form by the County Attorney.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebalt, Maiville  
Nays: None  Absent: None  Approved 8/15/2017

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert  
Nays: None  Absent: Tennis, Schafer  Approved 8/16/2017

Adopted as part of a consent agenda.
Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE PAYMENT OF SUPPLEMENTAL INVOICE

RESOLUTION # 17 – 320

WHEREAS, local unit having a population of 4,000 or more are required by state statute (MCL 141.425(2)) to obtain an annual audit of financial records, accounts, and procedures; and

WHEREAS, on August 27, 2013 the Ingham County Board of Commissioners approved Resolution 13-346 to authorize a contract with Plante & Moran, LCC to conduct an audit of Ingham County, the Ingham County Drain Commission and the Single Audit for fiscal years 2013, 2014 and 2015; and

WHEREAS, on August 23, 2016 the Ingham County Board of Commissioners approved Resolution 16-346 to extend the contract with Plante & Moran, LCC to conduct an audit for fiscal years 2016 and 2017; and

WHEREAS, fees quoted by Plante & Moran, LLC were based on the County’s representation that the accounting records would be in an auditable condition at the start of the engagement and that accurate supporting documentation and reconciliations would be provided; and

WHEREAS, the Plante & Moran, LLC encountered numerous issues throughout the 2016 audit period that required the audit team to provide additional accounting assistance to the County in order for the audit to be completed on time; and

WHEREAS, delays in receiving information and the assistance provided resulted in an additional 405 hours of unbudgeted time to be incurred by Plante & Moran, LLC at a total cost of $51,300.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioner accepts the itemized supplemental audit invoice from Plante & Moran, LLC dated July 21, 2017 and authorizes payment of $51,300 in addition to the contracted amount of $85,600 for the 2016 audit.

BE IT FURTHER RESOLVED, that funding for payment of the supplemental invoice shall be taken from account number 101-20100-818000 following a transfer from contingency.

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

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert
         Nays: None  Absent: Tennis, Schafer  Approved 8/16/2017

Adopted as part of a consent agenda.
Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO SET UP BUDGET FOR COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING REHABILITATION PROGRAM

RESOLUTION # 17 – 321

WHEREAS, on February 23, 2016 with Resolution #16-053 the Ingham County Board of Commissioners accepted a Community Development Block Grant of $354,000 from the Michigan State Housing Development Authority; and

WHEREAS, the Board formally selected a third party administrator, Capital Area Housing Partnership, to administer the program and to utilize the funds as designated in the grant agreement; and

WHEREAS, the budget was set up in 2016, however, no expenses where billed during that year and no budget was requested for 2017 and expense have been incurred.

THEREFORE BE IT RESOLVED, that the Controller/Administrator is authorized to make any necessary adjustments to the 2017 budget for September 30, 2017 for the Community Development Block Grant consistent with county policy.

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

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert
Nays: None  Absent: Tennis, Schafer  Approved 8/16/2017

Adopted as part of a consent agenda.
Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO REQUIRE A REPORT FROM THE COUNTY TREASURER

RESOLUTION # 17 – 322

WHEREAS, upon review of accounting activities associated with a Community Development Block Grant, the County discovered that several financial transactions executed by the Treasurer’s Office were not consistent with standard accounting practices; and

WHEREAS, the Uniform Budgeting and Accounting Act requires that the Board of Commissioners shall pass a general appropriations act for all funds (MCL 141.436(1)); and

WHEREAS, the Treasurer’s Office did not request, nor did the Board of Commissioners approve, a CDBG budget for fiscal year 2017; and

WHEREAS, the Uniform Budgeting and Accounting Act requires that an administrative officer of the County shall not incur expenditures against an appropriation account in excess of the amount appropriated by the Board of Commissioners, and that an administrative officer or an employee of the County shall not apply or divert money of the County for purposes inconsistent with those specified in the appropriations of the Board of Commissioners (MCL 141.438(3)); and

WHEREAS, employees of the Treasurer’s Office did authorize and remit payment for services from an unbudgeted CDBG fund; and

WHEREAS, this incident raises concern that similar transactions might have taken place outside of normal budget and accounting practices.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby directs and requires the County Treasurer, as provided by Michigan statute (MCL 46.11(k)), to provide a report on any/all accounts not included in the Ingham County 2017 General Appropriations Resolution (Resolution 16-444).

BE IT FURTHER RESOLVED, that the Treasurer is further directed and required, as provided by Michigan statute (MCL 46.11(k)), to provide documentation of each and every expenditure associated with any/all accounts not included in the Ingham County 2017 General Appropriations Resolution (Resolution 16-444) including, but not limited to the date of the transaction, fund recipients, authorizing official, etc.

BE IT FURTHER RESOLVED, the Treasurer is further directed and required, as provided by Michigan statute (MCL 46.11(k)), to provide the required reports to the County Controller/Administrator on or before the close of business on Friday, September 1, 2017.

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert
      Nays: None  Absent: Tennis, Schafer  Approved 8/16/2017

Adopted as part of a consent agenda.
ADOPTED - AUGUST 22, 2017
AGENDA ITEM NO. 25

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION MAKING AN APPOINTMENT TO THE
COMMUNITY HEALTH CENTER BOARD

RESOLUTION # 17 – 323

WHEREAS, a vacancy exists on the Community Health Center Board; and

WHEREAS, the Human Services Committee interviewed those interested in serving on the Community Health Center Board.

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

Dr. Douglas Edema, 1330 Sanborn Drive, DeWitt, 48820

to the Community Health Center Board for a term expiring December 31, 2018.

BE IT FURTHER RESOLVED, that the Board hereby waives the residency requirement for Dr. Douglas Edema.

HUMAN SERVICES: Yea: Tennis, Sebolt, Nolan, McGrain, Anthony, Banas, Naeyaert  
Nays: None  Absent: None  Approved 8/14/2017

Adopted as part of a consent agenda.
ADOPTED - AUGUST 22, 2017
AGENDA ITEM NO. 26

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE ISSUING OF BONDS FOR THE RENOVATION AND EXPANSION OF THE MEDICAL CARE FACILITY

RESOLUTION # 17 – 324

At a regular meeting of the Board of Commissioners of the County of Ingham, Michigan (the "County"), held on the 22nd day of August, 2017.

PRESENT: Commissioners Banas, Celentino, Crenshaw, Grebner, Hope, Koenig, Maiville, McGrain, Naeayaert, Nolan, Sebolt and Tennis

ABSENT: Commissioners Anthony and Schafer

The following resolution was offered by Commissioner Tennis and seconded by Commissioner Banas.

BOND RESOLUTION
Capital Improvement Bonds, Series 2017

WHEREAS, the Board of Commissioners of the County (the "Board") does hereby determine that it is necessary to finance part of the cost of acquiring, constructing and equipping an approximately 61,600 square foot addition to the existing Ingham County Medical Care Facility (the "Facility") located at 3860 Dobie Road, Okemos, Michigan 48864, to be located on the southeast corner of the Facility's 110 acre campus, and the renovation and equipping of the existing Facility (together, the "Project"); the Project will provide for the transfer of 48 rehabilitation beds, the addition of 64 private rooms, and the renovation of the entire long-term
care portion of the Facility, for use by the Facility to provide long term care, rehabilitation services and memory care and related services; and

WHEREAS, the cost of the Project is estimated not to exceed $22,000,000; 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 $10,000,000 shall be issued and sold for the purpose of defraying part of the cost of the Project, including the cost of issuing the bonds. The remainder of the cost of the Project shall be paid from moneys provided by the Facility.

BOND DETAILS. The bonds shall be designated "Capital Improvement Bonds, Series 2017"; 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 5% per annum to be determined upon the sale thereof payable on May 1, 2018 or such other date as determined by order of the Authorized Officer, and semiannually thereafter on the first day of November and May in each year; and shall mature on November 1 in each of the following years:
<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT</th>
<th>YEAR</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>2018</td>
<td>$455,000</td>
<td>2026</td>
<td>$685,000</td>
</tr>
<tr>
<td>2019</td>
<td>550,000</td>
<td>2027</td>
<td>710,000</td>
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<tr>
<td>2020</td>
<td>565,000</td>
<td>2028</td>
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<tr>
<td>2023</td>
<td>625,000</td>
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<tr>
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<td>645,000</td>
<td>2032</td>
<td>835,000</td>
</tr>
<tr>
<td>2025</td>
<td>665,000</td>
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</table>

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 decrease the 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 100% nor more than 105% 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 either 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 PRIOR REDEMPTION. The bonds shall be subject to optional redemption prior to maturity upon the terms and conditions set forth in the final form of 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 _____________."

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 2017

<table>
<thead>
<tr>
<th>INTEREST RATE</th>
<th>MATURITY DATE</th>
<th>DATE OF ORIGINAL ISSUE</th>
<th>CUSIP</th>
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<tbody>
<tr>
<td>%</td>
<td>November 1, 20__</td>
<td>__________, 2017</td>
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</tbody>
</table>

Registered Owner:

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, 2018. 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 Ten Million Dollars ($10,000,000) 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 acquiring, constructing and equipping an approximately 61,600 square foot addition to the existing Ingham County Medical Care Facility (the "Facility") located at 3860 Dobie Road, Okemos, Michigan 48864, to be located on the southeast corner of the Facility's 110 acre campus, and the renovation and equipping of the existing Facility (together, the "Project"). The Project will provide for the
transfer of 48 rehabilitation beds, the addition of 64 private rooms, and the renovation of the entire long-term care portion of the Facility, for use by the Facility to provide long term care, rehabilitation services and memory care and related services.

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:

<table>
<thead>
<tr>
<th>Redemption Date</th>
<th>Principal Amount of Bonds to be Redeemed</th>
</tr>
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<tbody>
<tr>
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</table>

(REPEAT IF MORE THAN ONE TERM BOND)

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

Bonds maturing on or prior to November 1, 2027 are not subject to optional redemption prior to maturity. Bonds maturing on and after November 1, 2028, are 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 November 1, 2027. 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: JUNE
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, including revenues generated from services provided by the Facility, 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, together with moneys provided by the Facility, solely to defray the cost of acquiring and constructing 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. To the extent that the County has funds available from revenues generated from services provided by the Facility at the time of making its annual tax levy for payment of principal and interest, the annual levy for such purpose shall be adjusted to reflect such available funds.

ESTIMATES OF PERIOD OF USEFULNESS AND COST. The estimate of not to exceed $22,000,000 as the cost of the Project and of forty (40) 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.

NOT QUALIFIED TAX-EXEMPT OBLIGATIONS. The bonds are not "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 County shall sell the bonds at not less than 100% nor more than 105% of their par value and
accrued interest, if any, in accordance with the laws of the State of Michigan. 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.

**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 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

$__________*
*(subject to adjustment as described below)

COUNTY OF INGHAM, STATE OF MICHIGAN
CAPITAL IMPROVEMENT BONDS, SERIES 2017

SEALED BIDS for the purchase of the above bonds will be received by the undersigned at the office of the County Controller/Administrator, 341 S. Jefferson Street, Mason, Michigan 48854, on the ___ day of September, 2017, until ___ :00 a.m., Eastern Daylight Time, at which time and place said bids will be publicly opened and read. Sealed bids also will be received on the same date and until the same time by an agent of the undersigned at the offices of the Municipal Advisory Council of Michigan (the "MAC"), Buhl Building, 535 Griswold, Suite 1850, Detroit, Michigan 48226, where they will be opened and read publicly. Signed bids may be submitted by fax to the County Controller/Administrator at (517) 676-7306 or the MAC at (313) 963-0943, but no bid will be received after the time for receiving bids specified above and the bidder bears all risks of transmission failure. Bidders may choose either location to present bids, but may not present bids at both locations.

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 PFM Financial Advisors LLC at (734) 994-9700 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, 2018, and semiannually thereafter.

The bonds will mature on the first day of November as follows:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT</th>
<th>YEAR</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$455,000</td>
<td>2026</td>
<td>$685,000</td>
</tr>
<tr>
<td>2019</td>
<td>550,000</td>
<td>2027</td>
<td>710,000</td>
</tr>
<tr>
<td>2020</td>
<td>565,000</td>
<td>2028</td>
<td>735,000</td>
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<tr>
<td>2021</td>
<td>585,000</td>
<td>2029</td>
<td>755,000</td>
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<tr>
<td>2022</td>
<td>605,000</td>
<td>2030</td>
<td>780,000</td>
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<td>2023</td>
<td>625,000</td>
<td>2031</td>
<td>805,000</td>
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<tr>
<td>2024</td>
<td>645,000</td>
<td>2032</td>
<td>835,000</td>
</tr>
<tr>
<td>2025</td>
<td>665,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
TERM BOND OPTION: Bidders shall have the option of designating bonds maturing in the years 2018 through final maturity as serial bonds or term bonds, or both. The bid must designate whether each of the principal amounts shown above for the years 2018 through final maturity represent 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 above principal amount scheduled for the years 2018 through final maturity shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both. Any such designation must be made at the time bids are submitted.

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 and after November 1, 2028, shall be subject to redemption prior to maturity, at the option of the County, in any order, on any date on and after November 1, 2027. Bonds of a denomination greater than $5,000 may be redeemed in part in amounts 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 and 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 validity of 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.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at a rate or rates not exceeding 5% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 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. The interest rate borne by bonds maturing in any one year shall not be less than the interest rate borne by bonds maturing in the preceding year. The difference between the highest and lowest interest rates shall not exceed two percentage points. No proposal for the purchase of less than all of the bonds or at a price less than 100% nor more than 105% of their par value will be considered.

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 the cost of acquiring, constructing and equipping an approximately 61,600 square foot addition to the existing Ingham County Medical Care Facility (the "Facility") located at 3860 Dobie Road, Okemos, Michigan 48864, to be located on the southeast corner of the Facility's 110 acre campus, and the renovation and equipping of the existing Facility (together, the "Project"). The Project will provide for the transfer of 48 rehabilitation beds, the addition of 64 private rooms, and the renovation of the entire long-term care portion of the Facility, for use by the Facility to provide long term care, rehabilitation services and memory care and related services. 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 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 IN PRINCIPAL AMOUNT: Following receipt of bids and prior to final award, the County reserves the right to decrease the 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. The purchase price will be adjusted proportionately to the decrease in the principal amount of the bonds, but the interest rates specified by the winning bidder will not change. The winning bidder may not withdraw its bid as a result of any changes made as provided in this paragraph.

GOOD FAITH: A good faith deposit in the form of a certified or cashier's check drawn upon an incorporated bank or trust company, or wire transfer, in the amount of $100,000 payable to the order of the County Treasurer will be required of the winning bidder. If a check is used, it must accompany the bid. If a wire transfer is used, the winning bidder is required to wire its good faith deposit to the County not later than Noon, Eastern Daylight Time, on the next business day following the sale using the wire instructions provided by PFM Financial Advisors LLC. The good faith deposit will be applied to the purchase price of the bonds. In the event the purchaser fails to honor its accepted bid, the good faith deposit will be retained by the County. No interest shall be allowed on the good faith deposit, and checks of the unsuccessful bidders will be promptly returned to such bidder's representative or by registered mail. The good faith deposit of
the winning bidder will be cashed and payment for the balance of the purchase price of the bonds shall be made at the closing.

**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 ___________, 2017, and to the price bid.

**LEGAL OPINION:** Bids shall be conditioned upon the approving opinion of Dickinson Wright PLLC, attorneys of Lansing, Michigan, which opinion will be furnished without expense to the purchaser of the bonds at the delivery thereof. 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.

**TAX MATTERS:** The approving opinion of bond counsel will include an opinion to the effect that under existing law, the interest on the bonds (a) is excluded from gross income for federal income tax purposes, and (b) is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; such opinion will note, however, that certain corporations must take into account interest on the bonds in determining adjusted current earnings for the purpose of computing such alternative minimum tax. The opinion set forth in clause (a) above will be subject to the condition that the County comply with all requirements of the Internal Revenue Code of 1986, as amended (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. Bond counsel will express no opinion regarding other federal tax consequences arising with respect to the bonds.

The County has not designated the bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

If the winner 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, 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 financial consultant identified herein and any notice or report to be provided to the County may be provided to the County's financial consultant.

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(j) (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 the first price at which 10% of a maturity of the bonds (the "10% test") is sold to the public as the issue price of that maturity, 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. The County will not require bidders to comply with the "hold-the-offering-price rule" and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the bonds will be subject to the 10% test in order to establish the issue price of the bonds.
If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the bonds, the winning bidder agrees to promptly report to the County the prices at which the unsold bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until the 10% test has been satisfied as to the bonds of that maturity or until all bonds of that maturity have been sold.

By submitting a bid, each bidder confirms that: (i) except as otherwise provided in its bid, it has an established industry reputation for underwriting new issuances of municipal bonds, (ii) 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 report the prices at which it sells to the public the unsold bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the bonds of that maturity or all bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (iii) 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 report the prices at which it sells to the public the unsold bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the bonds of that maturity or all bonds of that maturity have been sold to the public, 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 (i) 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), (ii) 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 (iii) 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: A copy of the County's official statement relating to the bonds may 
be obtained by contacting PFM Financial Advisors LLC at the address referred to below. The 
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 copies of a final 
official statement, as that term is defined in paragraph (e)(3) of the Rule, at the County's expense 
in sufficient quantity to enable the winning bidder or bidders to comply with paragraph (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 PFM Financial Advisors 
LLC 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 to provide certain annual financial information and notices 
of the occurrence of certain events, if material. A description of this undertaking is set forth in 
the preliminary official statement and will also be set forth in the final official statement.

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, in which event the County shall return the good faith deposit. 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.

FINANCIAL CONSULTANT: Further information with respect to the bonds may be obtained from PFM Financial Advisors LLC, 555 Briarwood Circle, Suite 333, Ann Arbor, Michigan 48108. Telephone: (734) 994-9700, Financial Consultant to the County.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

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

Timothy J. Dolehanty
County Controller/Administrator
County of Ingham
CONFLICTING RESOLUTIONS. All resolutions and parts of resolutions, insofar as they are in conflict herewith, are rescinded.

YEAS: Commissioners Banas, Celentino, Crenshaw, Grebner, Hope, Koenig, Maiville, McGrain, Naeyaert, Nolan, Sebolt, and Tennis
NAYS: None
ABSENT: Commissioners Anthony and Schafer

RESOLUTION DECLARED ADOPTED.

HUMAN SERVICES: Yeas: Tennis, Sebolt, Nolan, McGrain, Anthony, Banas, Naeyaert
Nays: None Absent: None Approved 8/14/2017

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert
Nays: None Absent: Tennis, Schafer Approved 8/16/2017
STATE OF MICHIGAN

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 22nd day of August, 2017, 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 ________, 2017.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND THE COLLABORATIVE AGREEMENT WITH THE CAPITAL AREA UNITED WAY

RESOLUTION #17 – 325

WHEREAS, a collaborative agreement has been in effect between Ingham County Health Department (ICHD) and Capital Area United Way (CAUW) since 2005; and

WHEREAS, under this agreement, CAUW administers funds to support the Community Indicators Project, a core component of ICHD’s strategy for informing the community about its health status; and

WHEREAS, the collaborative agreement was originally authorized in Resolution #05-148 and amended in Resolutions #06-205, #07-154, #08-239, #09-197, #10-023, #11-399, #13-16, #14-226, #15-176, #16-405 and collaborative activities have continued since the agreement’s inception; and

WHEREAS, this project is also instrumental to the Healthy! Capital Counties project, a community health assessment done in collaboration with Barry-Eaton District Health Department (BEDHD), Mid-Michigan District Health Department (MMDHD), Sparrow Health Systems (Sparrow HS), McLaren Greater Lansing (MGL), Hayes-Green Beach Medical Center, and Eaton Rapids Medical Center; and

WHEREAS, ICHD, along with BEDHD, MMDHD and CAUW all contribute funds to the Community Indicators Project; and

WHEREAS, ICHD wishes to amend the existing agreement to extend the term for one additional year, through September 30, 2017 for an amount not to exceed $36,482.80 which was anticipated in the FY 2017 budget; and

WHEREAS, the Health Officer has recommended that the Board of Commissioners authorizes an amendment to the collaborative agreement with the Capital Area United Way in an amount not to exceed $36,482.80 through September 30, 2017.

THEREFORE BE IT RESOLVED, the Board of Commissioners authorizes an amendment to the collaborative agreement with the Capital Area United Way in an amount not to exceed $36,482.80 through September 30, 2017.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign the necessary contract documents on behalf of the county after approval as to form by the County Attorney.
HUMAN SERVICES: Yeas: Tennis, Sebolt, Nolan, McGrain, Anthony, Banas, Naeyaert
          Nays: None    Absent: None    Approved 8/14/2017

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert
          Nays: None    Absent: Tennis, Schafer  Approved 8/16/2017

Adopted as part of a consent agenda.
Adopted - August 22, 2017
Agenda Item No. 28

Introduced by the Human Services and Finance Committees of the:

Ingham County Board of Commissioners

Resolution to Authorize an Agreement with Sparrow Hospital for Medical Examiner Services

Resolution #17-326

Whereas, according to Public Act 181 of 1953, Section 52.201, the Board of Commissioners of each county must appoint a county medical examiner to hold office for a period of four years to fulfill the duties as outlined in state law; and

Whereas, according to Public Act 181 of 1953 the Medical Examiner...shall make investigations as to the cause and manner of death in cases of all persons who die suddenly, unexpectedly, violently, as a result of any suspicious circumstances, while imprisoned in a county or city jail, or persons without medical assistance 48 hours prior to the time of death; or as the result of an abortion...”; and

Whereas, County Medical Examiners shall be physicians licensed to practice within the State of Michigan; and

Whereas, Sparrow has served as Ingham County’s Medical Examiner since 2011; and

Whereas, Sparrow sent letter to Ingham County notifying the County of its intent to cancel and then renegotiate the agreement for medical examiner services; and

Whereas, Purchasing conducted a request for proposal process; and

Whereas, Sparrow Hospital was the only bidder and provided two options; and

Whereas, both options include a complete array of medical examiner services according to National Association of Medical Examiners (NAME) standards - Option 1 excludes body transport, option 2 includes body transport; and

Whereas, the Health Officer and Controller/Administrator recommend approval of option 2.

Therefore Be It Resolved, the Ingham County Board of Commissioners authorizes an agreement with Sparrow Hospital to conduct medical examiner functions as described in option 2 of their proposal for the time period of January 1, 2018 through December 31, 2021.

Be It Further Resolved, in the first year of the agreement the County will pay Sparrow Forensic Pathology an amount not to exceed $702,237 ($2.50 per capita based on the 2010 census population of 280,295).
BE IT FURTHER RESOLVED, the annual flat rate will increase in accordance with Sparrow Forensic Pathology’s costs at a rate not to exceed 4% per year, Sparrow will inform the County by January 1 of each year of any increase for the upcoming calendar year.

BE IT FURTHER RESOLVED, the Health Officer is authorized to terminate the agreement with Lansing/Mason Ambulance for body transport services effective January 1, 2018, according to the terms set forth in the agreement.

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

HUMAN SERVICES: Yeas: Tennis, Sebolt, Nolan, McGrain, Anthony, Banas, Naeyaert
   Nays: None   Absent: None   Approved 8/14/2017

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert
   Nays: None   Absent: Tennis, Schafer   Approved 8/16/2017

Adopted as part of a consent agenda.
Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN OB/GYN PHYSICIAN SERVICES AGREEMENT WITH EDWARD W. SPARROW HOSPITAL ASSOCIATION

RESOLUTION # 17 – 327

WHEREAS, Ingham County Health Department (ICHD) and the Edward W. Sparrow Hospital Association (Sparrow) currently contract for 0.5 FTE physician services for the Women’s Health Center that enable the provision of obstetrics and gynecologic (OB/GYN) services and oversight to mid-level provider staff; and

WHEREAS, ICHD seeks a new three year agreement with Sparrow that would include 1.0 FTE of OB/GYN physician services, of which 80% is dedicated to patient care and 20% is dedicated to mid-level oversight and medical administration for OB/GYN services, including the Family Planning program; and

WHEREAS, the establishment of a full-time OB-GYN physician will support increased productivity and provide greater efficiency in service provision for this high-need service line within the ICHD service area; and

WHEREAS, the new agreement would be effective July 1, 2017 through June 30, 2020 in an amount not to exceed $100,000.00 annually; and

WHEREAS, the additional costs for FY 2017 are covered by funding available through unfilled midlevel provider positions; and

WHEREAS, the Health Officer has recommended that the Board of Commissioners authorizes an agreement with Sparrow to provide 1.0 FTE physician services, including oversight of mid-level providers and medical administration support to ICHD Women’s Health Services, at an amount not to exceed $100,000 annually, effective July 1, 2017 through June 30, 2020.

THEREFORE BE IT RESOLVED, the Board of Commissioners authorizes an agreement with Sparrow to provide 1.0 FTE physician services, including oversight of mid-level providers and medical administration support to ICHD Women’s Health Services, at an amount not to exceed $100,000 annually, effective July 1, 2017 through June 30, 2020.

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

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign the necessary contract documents on behalf of the county after approval as to form by the County Attorney.
HUMAN SERVICES:  Yea: Tennis, Sebolt, Nolan, McGrain, Anthony, Banas, Naeyaert  
Nays: None  Absent: None  Approved 8/14/2017

FINANCE:  Yea: Grebner, McGrain, Hope, Anthony, Naeyaert  
Nays: None  Absent: Tennis, Schafer  Approved 8/16/2017

Adopted as part of a consent agenda.
Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING AGREEMENTS TO TRANSFER SPARROW MEDICAL GROUP – VOLUNTEERS OF AMERICA CLINIC TO INGHAM COUNTY HEALTH DEPARTMENT

RESOLUTION # 17 – 328

WHEREAS, ICHD was authorized through Resolution # 17-268 to enter a Letter of Intent to integrate Sparrow Medical Group – Volunteers of America (SMG-VOA) operation, a clinic that provides a vital service to the vulnerable homeless population in the community, into the scope of services of the Ingham County Health Department’s (ICH) Community Health Centers, a network of Federally Qualified Health Centers (FQHC); and

WHEREAS, the ICH’s Community Health Centers are the designated Federally Qualified Health Centers (FQHC) serving residents of Ingham County and greater Lansing and as a certified FQHC, the department receives direct federal funding to support operations and also qualifies for enhanced reimbursement from Medicare and Medicaid; and

WHEREAS, this transfer shall maximize community resources in providing medical care for the homeless population, reduce Sparrow Health System’s (Sparrow) financial loss, and increase collaboration between Sparrow and ICHD; and

WHEREAS, ICHD proposes to enter into the necessary agreements to facilitate the transfer and integration of the operation of SMG-VOA clinic to ICHD’s Community Health Centers; and

WHEREAS, ICHD anticipates the expense of the integration will be covered through revenue projected for the current payer mix of patients served by SMG-VOA at $1,035,402.00 annually, including $935,402.00 in billable revenue for 6,180 medical visits and 400 behavioral health visits; and

WHEREAS, $100,000 of Health Care for the Homeless funding ICHD receives as part of its approved Scope through the U. S. Department of Health and Human Services Health Resources and Services Administration will also be used to cover the integration expenses; and

WHEREAS, these revenue projections do not include any Ingham County general funds. Projected expenses are anticipated at $1,029,568 of which $952,000 are direct costs for operation, lease agreements, provider and non-provider staff costs, and for County overhead costs; and

WHEREAS, the Ingham Community Health Center Board of Directors supports the integration of the SMG-VOA into the FQHC network scope and supports an amendment to its By-Laws to add a Homeless Healthcare Committee and define Sparrow’s role and representation on the CHC Board of Directors; and
WHEREAS, the Health Officer recommends authorization to enter into the necessary definitive, leasing, licensing, services, equipment acquisition, and electronic system interface and use agreements between ICHD, VOA and/or Sparrow to establish the terms of the transition of SMG-VOA clinic operations to ICHD.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes a Definitive Agreement with Sparrow to establish the interagency terms of the integration of SMG-VOA into ICHD’s CHC network, effective September 1, 2017 through August 31, 2020 for the term of three (3) years, to auto-renew annually, up to a maximum of twenty years.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes ICHD to enter into a three year Real Estate Lease agreement between ICHD and VOA for the property located at 430 N. Larch Street, Lansing, MI, 48912, effective September 1, 2017 through August 31, 2020, at no cost for year one (September 1, 2017 through August 31, 2018), and then at the rate of $20,000 annually for years two and three, and to thereafter auto-renew at $20,000 annually for up to twenty years.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes ICHD to enter into two Licensing Agreements, one between ICHD and Sparrow and another for ICHD and VOA, for the use of each entity’s respective name for the SMG-VOA clinic for a twenty year term, effective September 1, 2017 through August 31, 2020 and to auto-renew annually for up to twenty years.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes ICHD to enter into an agreement between Sparrow and ICHD for use of Sparrow’s EPIC electronic medical system for the clinic, including a one-time connection fee of $13,500 and an ongoing annual fee of $750, effective September 1, 2017 through August 31, 2020 and to auto-renew annually thereafter.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes ICHD to enter into a Provider Services Agreement between Sparrow and ICHD, effective September 1, 2017 through August 31, 2020, for up to 2.9 FTE of physician, nurse practitioner and/or physician assistant services, for a total amount not to exceed $360,000 annually and at an hourly rate in accordance with annual salary cap and allowable hourly pay rates per Health Resources and Services Administration guidance.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes ICHD to enter into a non-provider services agreement between Sparrow and ICHD, effective September 1, 2017 through August 31, 2019, for 0.8 FTE RN Practice Supervisor and 4.0 FTE Medical Assistant, for a total amount not to exceed $232,000 annually, and in accordance with annual salary cap and allowable hourly pay rates per Health Resources and Services Administration guidance.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes ICHD to enter into an equipment acquisition agreement with Sparrow, for the transition of ownership of existing equipment at the SMG-VOA clinic, for a total value not to exceed $100,000, effective September 1, 2017 through August 31, 2020, to auto-renew annually up to twenty years.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes ICHD to enter an amendment to the Ingham Community Health Center (CHC) Board By-Laws for the terms of adding a Homeless Health Care Committee to the CHC Board of Directors and state the terms of Sparrow’s role and representation on the CHC Board of Directors.
BE IT FURTHER RESOLVED, that the Ingham Community Health Center Board By-Laws be amended to include the establishment of a Homeless Health Care Board Committee and state the terms of Sparrow’s role and representation on the CHC Board of Directors.

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

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

**HUMAN SERVICES:** Yeas: Tennis, Sebolt, Nolan, McGrain, Anthony, Banas, Naeyaert
   Nays: None   Absent: None   Approved 8/14/2017

**FINANCE:** Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert
   Nays: None   Absent: Tennis, Schafer   Approved 8/16/2017

Adopted as part of a consent agenda.
Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING THE THIRD AMENDMENT TO THE AGREEMENT WITH THE CAPITAL AREA TRANSPORTATION AUTHORITY DATED JANUARY 1, 2016 THROUGH DECEMBER 31, 2020

RESOLUTION # 17 – 329

WHEREAS, an agreement was authorized with the Capital Area Transportation Authority for the period ending December 31, 2020; and

WHEREAS, in August 2010, the electorate approved a countywide public transportation millage level of 48/100 (.48) of one mill to be used for the purpose of funding a transportation system to be used primarily by elderly and disabled persons in Ingham County; and

WHEREAS, in August 2012, the electorate approved an additional 12/100 (.12) of one mill to ensure that the current level of service can still be provided; and

WHEREAS, the Board of Commissioners envisioned that the revenues generated as a result of the millage levy would be turned over to the Capital Area Transportation Authority and be used to provide the transportation service.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves an amendment to the agreement with the Capital Area Transportation Authority (CATA) which authorizes the County to pay CATA the expenses incurred for providing a public transportation system to be used primarily by elderly and disabled persons in Ingham County from revenue generated as a result of the countywide public transportation millage.

BE IT FURTHER RESOLVED, that for the period October 1, 2017 through September 30, 2018 the County shall reimburse CATA as set forth in the attached Scope of Services.

BE IT FURTHER RESOLVED, the Chairperson of the Board and the County Clerk are hereby authorized to sign the appropriate agreements and documents necessary to implement the above, subject to approval as to form by the County Attorney.

HUMAN SERVICES: Yeas: Tennis, Sebolt, Nolan, McGrain, Anthony, Banas, Naeyaert
   Nays: None   Absent: None   Approved 8/14/2017

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert
   Nays: None   Absent: Tennis, Schafer   Approved 8/16/2017

Adopted as part of a consent agenda.
For fiscal year 2018, Ingham County projects tax revenue in the amount of $4,204,846 from the Special Transportation Millage. As the County's contractor, CATA shall carry out the following activities with respect to small bus transportation primarily serving elderly and disabled residents of Ingham County:

1. Take all reasonable steps to improve the quality of small bus service primarily serving the elderly and residents with disabilities of Ingham County. CATA shall constantly strive to develop methods to provide such services in more cost efficient ways.

2. Manage and operate the small bus system commonly known as CATA Rural Services (CRS), providing a minimum of 79 hours per day of service to the residents of Ingham County who reside outside of the boundaries of the urbanized area. CRS also refers to the Mason Connector and Williamston-Webberville Connector routes. Service shall be provided in conformity with the requirements of the state and federal grants received for the operation of the service. A maximum of $951,466 of funds received under this agreement shall be used to pay for the actual expenses of operating, administering and marketing CATA Rural Services.

3. Continue to operate service for persons with disabilities, known as CATA Spec-Tran, providing at a minimum the level of service in effect on October 1, 1988, to residents of Ingham County who reside within the boundaries of the urbanized area and who further qualify for this specialized service by nature of their mobility-related disabilities. Services shall be provided in conformity with state and federal requirements and grants received for the operation of the service. A maximum $3,128,081 of the funds received under this Agreement shall be used to pay the actual expenses of operating, administering and marketing Spec-Tran.

4. The amount of $125,299 shall be retained by the County for the operation of a vehicle used to transport area veterans to VA Hospitals in the region in the County's 2018 Fiscal Year. CATA has no responsibility for this service and does not participate in its operation or funding.
Introduced by Law & Courts Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING VICKI PETERSON

RESOLUTION # 17 – 330

WHEREAS, Vicki Peterson began her employment as an Attorney/Referee for the Ingham County Friend of the Court in 1996; and

WHEREAS, prior to coming to Ingham County Friend of the Court, Vicki Peterson had already obtained extensive experience in the legal profession, through working in private practice for fifteen years as a law clerk, attorney, and partner in her own law firm; and

WHEREAS, prior to practicing law, Vicki Peterson received her B.A. from Michigan State University, and graduated first in her class from Cooley Law School; and

WHEREAS, on behalf of the Judges of the 30th Judicial Circuit Court, Family Division, Vicki Peterson has conducted thousands of hearings pertaining to the issues of custody, parenting time, child support, and domicile, which were held for the benefit of the children of Ingham County, and of the State of Michigan; and

WHEREAS, Vicki Peterson has exemplified the best in public service through her commitment to her responsibilities and duties, hard work, thorough research, and highest ethical standards; and

WHEREAS, Vicki Peterson’s abundance of knowledge, sense of humor, and willingness to cooperate with and assist her co-workers will be greatly missed; and

WHEREAS, Vicki Peterson has dedicated a significant portion of her life in service to the families and children of Michigan and of Ingham County.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Vicki Peterson for her many years of dedicated service to the County of Ingham and for her contributions to the Family Division of the 30th Judicial Circuit Court.

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

LAW & COURTS: Yeas: Hope, Banas, Celentino, Koenig, Crenshaw, Schafer, Maiville
Nays: None   Absent: None   Approved 8/10/2017

Adopted as part of a consent agenda.
Introduced by the Law & Courts Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO HONOR EMERGENCY TELECOMMUNICATOR JAMES HUFF OF THE INGHAM COUNTY 9-1-1 CENTRAL DISPATCH

RESOLUTION # 17 – 331

WHEREAS, James Huff was hired by the City of East Lansing in October of 1989 as a Jail Service Officer and was then hired into their 9-1-1 Center as an Emergency Telecommunicator; and

WHEREAS, James Huff continued his employment with the consolidated Ingham County 9-1-1 Center in June of 2012; and

WHEREAS, throughout his career, James Huff has been a very positive, dedicated employee and well respected by his peers and public safety partners; and

WHEREAS, with almost 28 years of dedicated service to the citizens of Ingham County, James Huff is retiring effective August 18, 2017.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Emergency Telecommunicator James Huff, for the many years of dedicated service to the citizens of Ingham County and wishes him continued success in all of his future endeavors.

LAW & COURTS: Yeas: Hope, Banas, Celentino, Koenig, Crenshaw, Schafer, Maiville
Nays: None  Absent: None  Approved 8/10/2017

Adopted as part of a consent agenda.
Introduced by the Law & Courts, County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION APPROVING IMPLEMENTATION OF EVERBRIDGE ALERT SYSTEM WITH CAPITAL CITY LABOR PROGRAM INC. – CORRECTIONS UNIT

RESOLUTION # 17 – 332

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

WHEREAS, the parties identified a hardship in filling unscheduled overtime assignments; and

WHEREAS, the parties supplemented the contract regarding unscheduled overtime and the use of an alert system; and

WHEREAS, a Letter of Understanding (LOU) addressing the use of a Code Red Alert System through December 31, 2016 was executed between parties; and

WHEREAS, representatives of Ingham County and the Ingham County Sheriff and the Capitol City Lodge Labor Program Inc. met and conferred over updating the LOU regarding use of the Everbridge Alert System; and

WHEREAS, the provisions of the updated Letter of Understanding have been approved by the Law and Courts, County Services and Finance Committees.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the Letter of Understanding between Ingham County and the Ingham County Sheriff and the Capitol City Labor Program, Inc.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is authorized to sign the Letter of Understanding on behalf of the County, subject to the approval as to form by the County Attorney.

LAW & COURTS: Yeas: Hope, Banas, Celentino, Koenig, Crenshaw, Schafer, Maiville
Nays: None  Absent: None  Approved 8/10/2017

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None  Absent: None  Approved 8/15/2017

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert
Nays: None  Absent: Tennis, Schafer  Approved 8/16/2017
Adopted as part of a consent agenda.
LETTER OF UNDERSTANDING
BETWEEN
COUNTY OF INGHAM
INGHAM COUNTY SHERIFF
AND
CAPITOL CITY LABOR PROGRAM, INC. -
CORRECTIONS UNIT

EVERBRIDGE ALERT SYSTEM

WHEREAS, the COUNTY OF INGHAM and the INGHAM COUNTY SHERIFF (hereinafter referred to as the "Employer") and Capitol City Labor Program, Inc. (hereinafter referred to as the "Union") have agreed to a collective bargaining agreement for the Corrections Unit for the period January 1, 2015, through December 31, 2017; and

WHEREAS, the Parties wish to supplement the contract regarding unscheduled overtime and the use of the EVERBRIDGE ALERT SYSTEM for unit employees.

NOW, THEREFORE, IT IS HEREBY AGREED by the Parties as to the following unscheduled overtime process:

1. Overtime will be offered by seniority to Corrections Deputies working the shift.

2. Overtime will then be offered to Corrections Deputies as listed through the EVERBRIDGE ALERT SYSTEM.
   a. Corrections Deputies, Corrections Command officers, and all Law Enforcement Deputies and Command Officers shall be entered into the EVERBRIDGE ALERT SYSTEM. Contact phone numbers will be entered into the system for text message and phone call notification.
   b. Deputies changing their contact number shall notify their supervisor and the Executive Assistant to the Sheriff and any changes shall be made to the system.

3. After an EVERBRIDGE ALERT message is broadcast, interested Corrections Deputies are to call into the Command Officer on duty if they wish to volunteer to work the overtime assignment within 30 minutes.
   a. The Deputy(ies) who calls in within the 30 minutes will be granted the overtime assignment(s).
   b. If no Corrections Deputy calls in within the 30 minutes following the EVERBRIDGE ALERT, then the first Corrections Command Officer(s) to call in during the 30 minutes will be granted the overtime assignment(s).
   c. If no response by Corrections Deputies or Corrections Command Officers within the original 30 minutes, then a second EVERBRIDGE ALERT shall go out to the Law Enforcement - Deputy and Law Enforcement - Command units. The overtime shall be granted to the first officer(s) to call in from either Law Enforcement Unit.
4. The Deputy or Command Officer that calls in to volunteer for the overtime assignment will be notified by the Command Officer that they were granted the assignment. The Deputy or Command Officer granted the assignment will report for duty within 1 hour from the confirming notification.

5. Corrections or Law Enforcement Deputies or Command Officers reporting for duty under the EVERBRIDGE ALERT will receive a $50 bonus in addition to contractual wages, overtime, etc. that may otherwise apply for hours worked.

6. If the EVERBRIDGE ALERT SYSTEM is not operational, Corrections Command will only be responsible for calling those employees who normally work the hours of the overtime opening.
   a. Overtime from 0645 - 1900 will be offered to Day shift.
   b. Overtime from 1845 - 0700 will be offered to Night shift.

7. If the overtime is not filled voluntarily, it will be assigned to a Deputy currently working or reporting to work for the next shift, based on the least amount of overtime hours worked.

8. All the other terms and condition specified in the parties' collective bargaining agreement shall remain in full force and effect, except as stated above.

This Letter of Understanding will be effective through December 31, 2018, at which time the EVERBRIDGE ALERT SYSTEM in response to unscheduled overtime shall expire. Any modification of this Agreement must be in writing and signed by the parties hereto.

COUNTY OF INGHAM

Sarah Anthony, Chairperson  Date
Board of Commissioners

CAPITOL CITY LABOR PROGRAM, INC.

Tom Krug, Executive Director  Date

SHERIFF OF INGHAM COUNTY

Sheriff Scott Wriggelsworth  Date

Jack Bonner  Date

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

By: ________________________________
    Bonnie G. Toskey
INTRODUCED BY THE LAW & COURTS AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE SHERIFF’S OFFICE TO RENEW A CONTRACT WITH
LANSING MASON AREA AMBULANCE SERVICE FOR MOBILE EMERGENCY CARE AND
TRANSPORT SERVICE AND ADDING BLOOD DRAW SERVICES

RESOLUTION # 17 – 333

WHEREAS, the Ingham County Purchasing Director conducted a request for proposal (RFP# 129-17) on the
current contract for services and Lansing Mason Area Ambulance Service was the sole respondent; and

WHEREAS, Lansing Mason Area Ambulance Service holds the current contract with the Sheriff’s Office for
the medical treatment and transport of inmates at the County Jail; and

WHEREAS, the Sheriff’s Office seeks to reduce liabilities and expenses by adding blood draw services to the
contract for Operating While Impaired investigations; and

WHEREAS, the Ingham County Sheriff’s Office has conducted an average of 67 blood draws per year over the
last 4 years as part of Operating While Impaired (OWI) investigations; and

WHEREAS, the current practice of the Ingham County Sheriff’s Office is to transport arrested subjects to the
hospital (Sparrow or McLaren) for the blood draw process at a cost of $236 per draw; and

WHEREAS, the transport of arrested subjects out of the jail and back into public areas requires additional
personnel time, gas, mileage, and increased liability; and

WHEREAS, the medical section of the Ingham County Jail and/or the back of an ambulance is a legally
accepted medical environment for the process of drawing blood; and

WHEREAS, the Lansing Mason Area Ambulance Service has a contract with the Mason Police Department to
diminish the personnel time, gas, mileage, and liabilities involved with the blood draw process being conducted
off site and has offered such service and contract to the Sheriff’s Office; and

WHEREAS, the Lansing Mason Area Ambulance Service will contract with the Ingham County Sheriff’s
Office to reduce the per draw rate of $236 to $125 for the remainder of 2017 and all of 2018 ($150 2019) ($150
2020) and will conduct this service at the Ingham County Jail which will significantly reduce personnel time,
gas, mileage, and the related liabilities for the Sheriff’s Office.

THEREFORE BE IT RESOLVED, that the Ingham County Sheriff’s Office will be authorized to contract with
Lansing Mason Area Ambulance Service for mobile emergency care and transports of inmates as well as blood
draw services on Operating While Impaired investigations.
BE IT FURTHER RESOLVED, that Lansing Mason Area Ambulance Service has agreed to rates that would be consistent for all stated contracted services at the following amounts: $125 in 2018, $150 in 2019, $150 in 2020.

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

LAW & COURTS: Yeas: Hope, Banas, Celentino, Koenig, Crenshaw, Schafer, Maiville
Nays: None        Absent: None    Approved 8/10/2017

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert
Nays: None        Absent: Tennis, Schafer  Approved 8/16/2017

Adopted as part of a consent agenda.
Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE DONATIONS TO THE INGHAM COUNTY SHERIFF’S OFFICE “SHERIFF’S INMATE INITIATIVES” IN THE FORM OF GOODS, SERVICES, AND MONEY

RESOLUTION # 17 – 334

WHEREAS, the Ingham County Sheriff’s Office is responsible for providing education and helping reduce the recidivism rate of inmates within Ingham County; and

WHEREAS, on June 26, 2017, Ingham County Sheriff’s Correctional and Education staff implemented the Ingham County Sheriff’s Office Garden Initiative; and

WHEREAS, the Ingham County Sheriff’s Office is planning on instituting further programs including “Connections in Corrections” to assist inmates in developing life and family building skills; and

WHEREAS, the Ingham County Sheriff’s Office is likely to develop similar programs/initiatives under the title of “Sheriff’s Inmate Initiatives”; and

WHEREAS, the Ingham County Sheriff’s Office currently does not have money budgeted for these programs/initiatives that will be developed under the “Sheriff’s Inmate Initiatives”; and

WHEREAS, all donations to the Ingham County Sheriff’s Office “Sheriff’s Inmate Initiatives” shall be utilized within the programs developed.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes the Sheriff’s Office to accept donations to support the “Sheriff’s Inmate Initiatives”.

BE IT FURTHER RESOLVED, that the Sheriff shall report all donations of goods, services and money to the Controller/Administrator quarterly.

BE IT FURTHER RESOLVED, that accepted donations of goods, services and money will become the property of Ingham County and will be used, maintained, and disposed of in accordance with County policy.

BE IT FURTHER RESOLVED, that the Controller/Administrator is directed to make the necessary adjustments to the 2017 Sheriff’s Office budget and to account for any funds received and the disbursement thereof in accordance with this resolution.

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.
LAW & COURTS: Yeas: Hope, Banas, Celentino, Koenig, Crenshaw, Schafer, Maiville
Nays: None Absent: None Approved 8/10/2017

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert
Nays: None Absent: Tennis, Schafer Approved 8/16/2017

Adopted as part of a consent agenda.
Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE PURCHASE OF A FINGER AND PALM PRINT COMPUTER SOFTWARE APPLICATION AND EQUIPMENT THROUGH IDNETWORKS FOR THE INGHAM COUNTY SHERIFF’S OFFICE TO USE TO CAPTURE FINGER AND PALM PRINTS FOR STATE OF MICHIGAN AND AFIS/FBI SUBMISSION AS REQUIRED BY LAW

RESOLUTION # 17 – 335

WHEREAS, the Ingham County Sheriff’s Office is mandated by State and Federal Law to fingerprint arrested and jailed individuals while incarcerated and upon release; and

WHEREAS, the Ingham County Sheriff’s Office is transitioning from its current records management system to a new records management system and will be required to update its finger and palm printing computer software application and equipment to interface with the new records management system; and

WHEREAS, IDNetworks computer software application and equipment interfaces with Livescan system to transmit finger and palm prints to the State of Michigan and AFIS/FBI; and

WHEREAS, the IDNetworks computer and software application will replace the current computer and software application by Morpho Trust; and

WHEREAS, the Sheriff’s Office will utilize the current Morpho Trust scanners to help offset the cost of the change-over; and

WHEREAS, the recurring annual software maintenance of $6,491.00 starting the second year of service with IDNetworks will be budgeted in the coming years; and

WHEREAS, IDNetworks holds the State of Michigan contract for utilizing the Live Scan system; and

WHEREAS, IDNetworks is a participant under the State of Michigan (SOM) MiDeal (Contract #071B6600022) program; and

WHEREAS, the total expenditure for this proposal is not to exceed $48,260.00.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the Ingham County Purchasing Department to purchase on behalf of the Ingham County Sheriff’s Office the application software and equipment from IDNetworks using the MiDeal (Contract #071B6600022) program for a total cost not to exceed $48,260.00.

BE IT FURTHER RESOLVED, that the funds for this purpose will come from the Inmate Commissary Fund.
BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Controller/Administrator to make any necessary budget adjustments to the 2017 budget consistent with this resolution.

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

**LAW & COURTS: Yeas:** Hope, Banas, Celentino, Koenig, Crenshaw, Schafer, Maiville  
*Nays:* None  
**Absent:** None  
**Approved 8/10/2017**

**FINANCE: Yeas:** Grebner, McGrain, Hope, Anthony, Naeyaert  
*Nays:* None  
**Absent:** Tennis, Schafer  
**Approved 8/16/2017**

Adopted as part of a consent agenda.
Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING A NEW CONTRACT WITH MGT OF AMERICA CONSULTING LLC, FOR THE PREPARATION OF THE FRIEND OF THE COURT AND PROSECUTING ATTORNEY TITLE IV-D COOPERATIVE REIMBURSEMENT PROGRAM (CRP) APPLICATION AND OTHER SERVICES

RESOLUTION # 17 – 336

WHEREAS, the Ingham County Friend of the Court and Ingham County Prosecuting Attorney receive Title IV-D funding to administer the child support program; and

WHEREAS, the application for IV-D funding, and the billing for IV-D funding, is complex and requires specialized knowledge; and

WHEREAS, since 2010 MGT has provided accurate and timely services to the Ingham County Friend of the Court and the Ingham County Prosecuting Attorney for the application and billing of IV-D funding; and

WHEREAS, for fiscal years 2018 and 2019, MGT provided a yearly quote of $6,000 for the Friend of the Court, and $6,000 for the Prosecuting Attorney, to prepare the Title IV-D CRP application, the monthly billing invoices, and the capitalization schedule for equipment purchased in excess of $5,000, which is the same rate which was charged for these services for 2015, 2016 and 2017, and approximately the same rate as was paid to the prior vendor for these services before 2010; and

WHEREAS, for fiscal years 2020, 2021 and 2022, MGT provided a yearly quote of $6,800 for the Friend of the Court, and $6,800 for the Prosecuting Attorney, to prepare the Title IV-D CRP application, the monthly billing invoices, and the capitalization schedule for equipment purchased in excess of $5,000; and

WHEREAS, MGT provided a quote of $1.40 per timesheet processed for the Friend of the Court automatic time log processing service to assist in compiling and providing the information necessary for the monthly CRP billing, which is the same rate which has been charged for these services for 2015, 2016 and 2017.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves contracts with MGT for services from October 1, 2017 until September 30, 2022, from funds within the Ingham County Friend of the Court and Ingham County Prosecuting Attorney budgets to:

(1) Prepare the Title IV-D Cooperative Reimbursement Program (CRP) application, the monthly CRP billing invoices, and the depreciation schedule for equipment purchased in excess of $5,000 for CRP billing at a cost of $6,000 per year for the Friend of the Court, and $6,000 per year for the Prosecuting Attorney, or $12,000 per year in total, for fiscal years 2018 and 2019. For fiscal years 2020, 2021, and 2022, the rate for these
services shall be $6,800 per year for Friend of the Court, and $6,800 per year for the Prosecuting Attorney, or $13,600 per year in total.

(2) Provide an automated time log processing service to assist in compiling and providing the information necessary for the monthly Friend of the Court CRP billing at a cost of $1.40 per timesheet, at a cost not to exceed $7,500 per year.

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

LAW & COURTS: Yeas: Hope, Banas, Celentino, Koenig, Crenshaw, Schafer, Maiville  
Nays: None  Absent: None  Approved 8/10/2017

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert  
Nays: None  Absent: Tennis, Schafer  Approved 8/16/2017

Adopted as part of a consent agenda.
Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND SUBCONTRACTIONS INCLUDED IN THE FY 2017 MICHIGAN MENTAL HEALTH COURT GRANT PROGRAM OPERATIONAL GRANT

RESOLUTION # 17 - 337

WHEREAS, were Resolution 16-429 approved receipt of $200,000 in grant funds and entering into subcontracts as part of the Michigan Mental Health Court Operational Grant administered by the State Court Administrative Office for the fiscal year of October 1, 2016 through September 30, 2017; and

WHEREAS, upon submission of the third quarter reimbursement claim, it became evident that additional would be needed in the areas of fringe benefits for the Case Coordinator, drug testing, treatment services and treatment service co-pays, and transitional housing; and

WHEREAS, a request was made to the State Court Administrative Office for additional funding in the amount of $10,000 and that funding having been approved; and

WHEREAS, amendments are recommended to the amount of the original grant award and to several subcontracts due to the increase of grant funds and identification of new vendors and the correlating need to reallocate funds.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes receipt of an additional $10,000 for the FY 2017 Michigan Mental Health Court Grant Program Operational Grant.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes amendment to these subcontracts as follows:

- drug testing services to be provided by A.D.A.M.; representation by a defense attorney; ancillary services to be provided by Northwest Initiative – ARRO; substance abuse assessments to be provided by Wellness, Inc.; and transitional housing to be provided by RISE Recovery Community - collectively increase from $36,327 to $50,015.

BE IT FURTHER RESOLVED, that additional subcontracts are authorized as follows:

- treatment services to be provided by PPRS, PAR Rehab and PATS; and transitional housing to be provided by Endeavor House and Pinnacle – collectively not to exceed $4,323.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary adjustments to the 2016 - 2017 budget and position allocation lists consistent with this resolution.
BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign any necessary contracts/subcontracts consistent with this resolution subject to approval as to form by the County Attorney.

**LAW & COURTS:**  **Yea**s: Hope, Banas, Celentino, Koenig, Crenshaw, Schafer, Maiville  
**Nays:** None  
**Absent:** None  
**Approved 8/10/2017**

**FINANCE:** **Yea**s: Grebner, McGrain, Hope, Anthony, Naeyaert  
**Nays:** None  
**Absent:** Tennis, Schafer  
**Approved 8/16/2017**

Adopted as part of a consent agenda.
Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ACCEPT A PETSMART CHARITIES GRANT

RESOLUTION # 17 – 338

WHEREAS, the Ingham County Animal Control has applied for and has been approved to receive a grant from PetSmart Charities; and

WHEREAS, the purpose of this grant is to reimburse Ingham County Animal Control medical and sheltering expenses of animals seized for animal cruelty; and

WHEREAS, the award amount of this grant is $4,600.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves acceptance of the grant from PetSmart Charities for $4,600 with no match requirement.

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the Controller/Administrator to make the necessary budget adjustments to the Ingham County Animal Control budget.

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

LAW & COURTS:  Yeas:  Hope, Banas, Celentino, Koenig, Crenshaw, Schafer, Maiville
              Nays:  None  Absent:  None  Approved 8/10/2017

FINANCE:  Yeas:  Grebner, McGrain, Hope, Anthony, Naeyaert
              Nays:  None  Absent:  Tennis, Schafer  Approved 8/16/2017

Adopted as part of a consent agenda.
Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING CONTRACT WITH PRIORITY DISPATCH FOR CONTINUED SUPPORT FOR EMERGENCY MEDICAL DISPATCH (ProQA) FOR THE INGHAM COUNTY 9-1-1 CENTRAL DISPATCH CENTER

RESOLUTION # 17 – 339

WHEREAS, the Ingham County Board of Commissioners operates the 9-1-1 Emergency Telephone Dispatch System through the Ingham County 9-1-1 Central Dispatch Center; and

WHEREAS, the Ingham County Board of Commissioners previously authorized the acquisition of Priority Dispatch’s Emergency Medical Dispatch ProQA Program, under resolution #14-81, for use by the Ingham County 9-1-1 Center in conjunction with their TriTech CAD System; and

WHEREAS, the current Emergency Medical Dispatch (EMD) is integrated with the CAD system, continued use and support of the Priority Dispatch, ProQA EMD program, would maintain our intergraded system to the TriTech Inform CAD, used to provide service to our citizens; and

WHEREAS, the current Emergency Medical Dispatch (EMD) MPDS Cards & Software Annual Maintenance and Extended service agreement is expired; and

WHEREAS, a quote for support and maintenance has been provided by Priority Dispatch for a 5 year term, April 1, 2017 through March 31, 2022, with a 20% cost savings if prepaid for the entire 5 years, reducing the 5 years of service from $58,494.00 to $45,432.00.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a contract not to exceed $45,423.00 with Priority Dispatch for MPDS Cards & Software Annual Maintenance and Extended service, as outlined by the Proposal/Sales quotation, #Q-12545.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes an appropriation of up to $45,432.00 from 9-1-1 Fund balance for the total cost of this Maintenance Contract.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign the MPDS Cards & Software Annual Maintenance and Extended service agreement with Priority Dispatch consistent with this resolution and approved as to form by the County Attorney.

LAW & COURTS:  Yeas: Hope, Banas, Celentino, Koenig, Crenshaw, Schafer, Maiville
               Nays: None  Absent: None  Approved 8/10/2017

FINANCE:  Yeas: Grebner, McGrain, Hope, Anthony, Naeyaert
           Nays: None  Absent: Tennis, Schafer  Approved 8/16/2017

Page 117 of 125
Adopted as part of a consent agenda.

Adopted - August 22, 2017
AGENDA ITEM NO. 42

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE A LETTER OF UNDERSTANDING WITH UNITED AUTOMOBILE AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA

RESOLUTION # 17 – 340

WHEREAS, the County of Ingham (Employer) and the United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) have entered into a collective bargaining agreement with a term running from January 1, 2015 through December 31, 2017; and

WHEREAS, representatives of the UAW raised a concern regarding UAW sponsored seminars and/or training and how the time is accounted for and paid for Officials in attendance; and

WHEREAS, the representatives from UAW, Human Resources and Financial Services met on the issue and developed a process for requesting, approval, tracking and accounting for the time; and

WHEREAS, the terms and conditions of the process are outlined in the attached Letter of Understanding; and

WHEREAS, the provisions of the Letter of Understanding have been approved by the County Services and Finance Committee.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the attached Letter of Understanding.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is authorized to sign the Letter of Understanding on behalf of the County, subject to the approval as to form by the County Attorney.

COUNTY SERVICES:  Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
                     Nays: None  Absent: None  Approved 8/15/2017

FINANCE:  The Finance Committee tabled this resolution 8/16/2017

Adopted as part of a consent agenda.
LETTER OF UNDERSTANDING

BETWEEN

COUNTY OF INGHAM (Employer)

AND

UNITED AUTOMOBILE AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW) INGHAM COUNTY UNIT, LOCAL #2256 (Union)

WHEREAS, the Employer and the Union have entered a collective bargaining agreement extending through December 31, 2017 (the "CBA"); and

WHEREAS, the current collective bargaining agreement does not address a process for Officers in the Ingham County Unit, Local 2256 to attend UAW International and UAW Local 2256 sponsored seminars and trainings; and

WHEREAS, the Employer and the Union recognize the need to identify union leave time for seminars and training and the process for approval; and

WHEREAS, the Employer and the Union have discussed this issue and created this Letter of Understanding.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The Employer shall establish a special pay code for the purpose of identifying hours paid for appropriate Union Officials to attend approved Union sponsored seminars and/or training.

2. The employee’s wages, based on hours reported under the special pay code, will be billed back to the Union, including applicable employer paid payroll taxes and pension costs for reimbursement on at least a quarterly basis.

3. The request by the Union Official to attend UAW International and UAW Local 2256 sponsored seminars and/or training must be submitted in writing to their department head.

4. Department Heads shall maintain a record of Union Leave time requested and available to the requestor and approve the leave request in accordance with the operational requirements of the department.

5. Once approved by the department head, the requesting UAW Officer, Steward or Election Committee Member will present their request for leave under the designated special pay code for approval by the by the appropriate Union Official.
6. The Employer will grant, upon approval of the appropriate Department Director and the Union Official, paid leaves of absence under the special pay code and subject to the aforementioned Union reimbursement process, to designated Union Officials and subject to the following limitations:

   a. Chairperson of the local unit may receive up to 25 work days each calendar year to attend UAW International and UAW Local 2256 sponsored seminars and/or training.
   b. The six (6) other Union Officers and/or Stewards may each receive up to 10 work days each calendar year to attend UAW International and UAW Local 2256 sponsored seminars and/or training.
   c. Three (3) UAW Election Committee members may each receive up to 2 work days each calendar year to conduct Union elections and contract ratification votes.

7. Any time reported under the special pay code while attending Union sponsored seminars and/or training will not be counted for the purpose of overtime calculation.

8. All the other terms and condition specified in the parties’ collective bargaining agreement shall remain in full force and effect.

COUNTY OF INGHAM

Sarah Anthony, Chairperson Date
Ingham County Board of Commissioners

Barb Byrum, County Clerk Date

UNITED AUTO WORKERS

Sally Auer, Chairperson Date
Ingham County Unit, Local 2256

Scott Dedic Date
International Representative

Honorable Richard J. Garcia Date
Chief Probate Judge

Honorable Janelle A. Lawless Date
Chief Circuit Judge

Honorable Donald Allen, Jr. Date
Chief Judge, 55th District Court

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JULY 25, 2017 REGULAR MEETING

Carol Siemon, Prosecutor
Date

Derrick Quinney, Register of Deeds
Date

Eric Schertzing, Treasurer
Date

Patrick E. Lindemann,
Drain Commissioner
Date

Scott Wriggelsworth, Sheriff
Date

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

Mattis Nordfjord
SPECIAL ORDERS OF THE DAY

Commissioner Crenshaw moved to appoint Monica Jahner to the Community Corrections Board and waive the term limit requirement. Commissioner McGrain supported the motion.

The motion carried unanimously. Absent: Commissioners Anthony and Schafer.

Commissioner Crenshaw moved to reappoint Mark Eagle, Bristol Day and Alexander Rusek, and to appoint Christopher Jackson and Sara Bijani to the Equal Opportunity Committee. Commissioner Sebolt supported the motion.

The motion carried unanimously. Absent: Commissioners Anthony and Schafer.

PUBLIC COMMENT

Treasurer Schertzing stated for clarification on the CBDG program, there was no checking account activity in 2015 or 2016. He further stated that since April of 2017 his office wrote 9 checks to the third party administrator or for construction services and no money was missing from the account. Treasurer Schertzing that as painful as the audit process and CBDG problem had been for him and his office staff, for him the hardest day of each year was March 31, because that was the day where despite his best efforts, the hammer of the Circuit Court judgement comes down and people lose their properties under a program that the County Treasurer administers. He further stated that the focus on foreclosure prevention was his passion, and he appreciated being the County Treasurer.

Jill Rabidoux addressed the commissioners regarding the Safe Routes to Schools walking path or bike path which would affect her and other neighbors who own property in the neighborhood. She further stated they were not notified until July 4, 2017 and they were not thrilled that there would be this path cut through their properties which would remove trees and destroy the scenery. Ms. Rabidoux stated it did not seem there was any opportunity for property owners in the area to voice their opinions regarding what they did and did not want. She further stated there were sidewalks on many roads in the area, which students were already using when they walked to school. Ms. Rabidoux stated that many students are bussed or driven in by parents, and not many students actually walked to school, which made a bike path seem like a waste. She further stated her property value would go down and her property taxes would go up and she would have to maintain that path. Ms. Rabidoux stated that she was affected on both sides because she was on the corner, and would have no yard because she would have a six foot path on one side and a five foot path on the other side.

Vice Chairperson Koenig stated that she was going to refer this issue to the Controller on Ms. Rabidoux’s behalf to make sure that there was the proper notice and public input as required by law.

Jim Hoffman addressed the commissioners regarding the Safe Routes to Schools bike path. He further stated that there were sidewalks already, and a six foot path would not be a good fit for connecting to a three foot sidewalk. Mr. Hoffman stated it would not look good, and would take away from the neighborhood. He further stated there was a sidewalk on the other side of the road that the kids already used and he did not think it was necessary to have a sidewalk on both sides of the road.
Brandon Hampton addressed the commissioners regarding the Safe Routes to Schools bike path. He further stated that it would be nice to get notice and be able to voice input on alternative solutions that could have been provided. Mr. Hampton stated that a bike path on the side of the road or a skywalk over the road might be alternatives. He further stated by putting a sidewalk or bike path on the other side of the road, kids were going to be crossing in front of the traffic to get to the school now. Mr. Hampton stated that it would have been nice to be notified and get a chance to put their input in. He further stated he had spoken with a trustee, and was told that there was no notice provided except a discussion at a school board meeting and people without kids would not know to go to the meeting. Mr. Hampton stated that he thought there were other solutions as there were not a whole lot of pros to the current solution, and a lot of cons. He further stated that he thought it should be looked at further and get a chance to vote on it if they were being impacted by it. Mr. Hampton stated it had caused a lot of grief in the neighborhood and he hoped there was an opportunity to stop the bike path.

Ron Gerhousky addressed the commissioners regarding the Safe Routes to Schools bike path. He stated the letter that they received provided no notification that there would be another meeting at the township a week later to follow up on this issue. Mr. Gerhousky stated that he had only seen one child hurt in his 30 years living in the neighborhood, and then the traffic flow was improved. He further stated that currently there was a perfect traffic flow for kids to walk on the same side of the road as the school. Mr. Gerhousky asked why there would be another sidewalk put in on the other side of the road when the current traffic flow was perfect.

Tracy Miller, Delhi Township Director of Community Development, stated that she was the staff member tasked with facilitating these types of grants within the community and facilitating the community’s non-motorized transportation plan and goals. She further stated that she wanted to make everyone aware that non-motorized transportation sidewalks, bike paths and bike lanes were near and dear to the community’s heart as evidenced by the long history of ordinances and planning documents that made use of these types of infrastructure facilities. Ms. Miller stated she understood that change was always an imposition for folks however the community’s history on this was very clear. She further stated that in 1990 Delhi Township adopted a sidewalk ordinance which required all developed properties to install sidewalks as a matter of course, and in 2007 Delhi Township adopted their first comprehensive non-motorized transportation plan, which included the graphical representation of the route that many of these folks were concerned about this evening, which was a very public process with lots of public involvement and community input. Ms. Miller stated in 2012 Delhi Township adopted a complete streets ordinance that encouraged all road improvement or infrastructure improvement projects to incorporate sidewalks and other forms of non-motorized transportation, and in 2017, prior to beginning the Safe Routes to Schools program, engaged in an update of the Delhi Township non-motorized transportation plan that further fleshed out where in the community these types of improvements were envisioned and needed. She further stated that this document specifically referenced partnering with Safe Routes to Schools and Holt Public Schools to identify where that program could be most impactful and achieve the community’s planned goals. Ms. Miller stated that in regards to the questions about noticing, she could certainly fill in the Controller, but this plan was not a new plan.

Commissioner Grebner stated that this sounded like a township and school board issue, and asked what the Ingham County Board of Commissioners’ formal role was in this issue.

Ms. Miller stated that the Ingham County Road Department was the region’s Act 51 agency, and the Delhi Township Act 51 agency, the Road Department was the required pass through for Safe routes to Schools funding. She further stated that this had been done several times, once for Delhi Township a few years ago, and this did not obligate them financially, but if grant funding was awarded, it would pass through the Road
Department to Delhi Township via an inter-agency agreement. She further stated that Delhi Township would be responsible for implementation.

Commissioner Grebner stated the details of the program were not the Ingham County Board of Commissioners' responsibility, and they did not vote on a list of projects.

Ms. Miller stated that they did not, and the list of projects was identified from two sources, one of which was the Delhi Township planning documents she referenced earlier, and the other was home-grown through the school district Safe Routes to Schools program.

Commissioner Grebner stated they were not going to see a list of programs that they could amend, but they could refuse to pass any money to the township.

Ms. Miller stated they could refuse to pass the money.

Commissioner Nolan stated that in this particular case, she would be inclined to strike down the project, because the way Ms. Miller presented just now over the objection of all the neighbors on Wilcox who came and made a special effort to be there tonight, she did not feel like Ms. Miller was listening.

Ms. Miller stated that was an opinion.

Commissioner Nolan stated that she was addressing Ms. Miller but she did not need a response. She further stated that she wanted to tell the people in the neighborhood that they needed to be heard, she appreciated that they came out, and if she were their county commissioner, she listened to things like that. Commissioner Nolan stated that was how things should go, and each neighborhood should be able to determine what was best for that particular neighborhood. Commissioner Nolan stated that she really objected to the tone that she heard at the podium from Ms. Miller tonight.

Ms. Miller stated that she apologized and her objective was not to be offensive but only to inform everyone of what the community's process had been.

Rick Alford stated that this topic had been brought up several times over the years and turned down. He further stated that he appreciated Commissioner Nolan's commitment to listening to people, as they did not get that in Delhi Township. He further stated he was ashamed of how Ms. Miller had handled this, as people were not involved and it had been turned down before. Mr. Alford stated he believed that was why this had been deceptfully pushed under the rug to this point before they could rally any public perception of this. He further stated this was just a money grab for the grant money. Mr. Alford stated Ms. Miller spoke of how this was free, but he did not need them to carve up his driveway and trees so they could put a six foot path almost 26 feet up in the middle of his yard and take his yard light out, which had been there for 60 years as he had. He further stated they were not listening to anybody and he would submit that this gets crushed because people do not want it. Mr. Alford stated that this was just a short list of people who he had spoken to on this matter who did not want it, and he thanked the commissioners for their time.

Commissioner Naeyaert asked if there was a way to reconsider the vote as this was item number two on the agenda, and it was passed as part of the consent agenda.
Mattis Nordfjord, Ingham County Attorney, stated there was a motion to reconsider option, but as Commissioner Naeyaert stated, the resolution had passed.

Commissioner Naeyaert asked if a commissioner had to be on the prevailing side to be the one to pull the resolution for reconsideration.

Mr. Nordfjord stated he would have to look at the board rules, as Mason’s Rules would indicate that the prevailing side had to be the one to pull the resolution for reconsideration but the board rules would indicate the process for making a motion for reconsideration.

Commissioner Grebner clarified that he believed under the board rules anyone could move for reconsideration, but certainly anyone on the prevailing side could move for reconsideration. He further stated it could be moved for reconsideration at this meeting or a subsequent meeting. Commissioner Grebner stated that at this meeting it would require a simple majority but at subsequent meetings it would require two-thirds of a majority.

COMMISSIONER ANNOUNCEMENTS

Commissioner Naeyaert invited everyone to attend that the Sun Dried Music Festival in Mason this weekend. She further stated that there would be bands performing throughout the day Friday and Saturday, and community services and worshipping services on Sunday. Commissioner Naeyaert stated that this was always a good time and she encouraged everyone to attend.

Mr. Nordfjord stated that Commissioner Grebner was correct in his statement regarding parliamentary procedures, and the procedure could be found at the bottom of page 9, section 4 of the board rules.

CONSIDERATION AND ALLOWANCE OF CLAIMS

Commissioner McGrain moved to pay the claims in the amount of $18,350,378.22. Commissioner Grebner supported the motion.

The motion carried unanimously. Absent: Commissioners Anthony and Schafer.

ADJOURNMENT

The meeting was adjourned at 7:04 p.m.

BARB BYRUM, CLERK OF THE BOARD