

CHAIRPERSON
BRYAN CRENSHAW

VICE-CHAIRPERSON
CAROL KOENIG

VICE-CHAIRPERSON PRO-TEM
ROBIN NAEYAERT

COUNTY SERVICES COMMITTEE
RYAN SEBOLT, CHAIR
VICTOR CELENTINO
MARK GREBNER
CAROL KOENIG
EMILY STIVERS
RANDY MAIVILLE
ROBIN NAEYAERT

INGHAM COUNTY BOARD OF COMMISSIONERS
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THE COUNTY SERVICES COMMITTEE WILL MEET ON TUESDAY, AUGUST 18, 2020 AT 6:30 P.M. THE MEETING WILL BE HELD VIRTUALLY AT <https://ingham.zoom.us/j/99505432418>.

Agenda

Call to Order

Approval of the [July 21, 2020](#) Minutes

Additions to the Agenda

Limited Public Comment

1. Economic Development Corporation Board – Interviews
2. Ingham County Brownfield Development Authority – Amended Brownfield Plan for [K3 Property LLC](#), 318 W Kipp Road City of Mason, (*Presentation*)
3. Lansing Economic Area Partnership – Resolution to Apply for State Matching Funds for [EDA Cares Act](#) Recovery Assistance Grant Application
4. Treasurer's Office – Resolution to Utilize the County's Option to Acquire [Tax Foreclosed](#) Property
5. Circuit Court
 - a. [July 22, 2020](#) Notice of Emergency Purchase Order for Jury Trials
 - b. [July 29, 2020](#) Notice of Emergency Purchase Order for Jury Trials
6. Ingham County Building Authority
 - a. Resolution Approving [Contract of Lease](#) (Justice Complex)
 - b. Resolution Approving [Ground Lease](#) (Justice Complex)
7. Innovation & Technology – Resolution to Approve Renewal of [PACC/PAAM](#) Licensing and Support
8. Facilities Department
 - a. Resolution to Authorize a Two Year Contract Renewal with [Soap Slingers](#) for Window Cleaning Services at Several Ingham County Buildings
 - b. Resolution to Authorize the [TCOA Office](#) Reset at the Human Services Building
9. Parks Department – Notice of Emergency Purchase Order for Skag [Mower](#) at Lake Lansing Parks

10. Potter Park Zoo
 - a. Resolution Awarding a Contract to [Myers Plumbing & Heating Inc.](#)
 - b. Resolution to Authorize the Renewal of the Contract with [PepsiCo](#) for Beverage Services at Potter Park Zoo
11. Road Department
 - a. Resolution to Authorize an Agreement with the Michigan Department of Transportation (MDOT) in Relation to a Federally Funded Project at [Wood Street and Sam's Way](#)
 - b. Resolution to Amend a Professional Services Agreement between Ingham County and Spicer Group, Inc. for the 2019 and 2020 Biennial [Bridge Inspection](#) Program
 - c. Resolution to Approve the Disposal of Road Department [Surplus Property](#)
 - d. Resolution to Amend a Professional Engineering Services Agreement between Ingham County and DLZ Michigan to Provide Environmental Assessment Services for the [Okemos Road Bridge](#) Project
12. Health Department – Resolution to Establish a [Nurse Assessor](#) Position
13. Human Resources Department – Resolution Amending the [Health Advisory Leave Policy](#)
14. Closed Session
 - a. Attorney-Client Privileged Communication
 - b. Discussion of Collective Bargaining Pursuant to MCL 15.268(c)

Announcements
Public Comment
Adjournment

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

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

COUNTY SERVICES COMMITTEE

July 21, 2020

Draft Minutes

Members Present: Sebolt, Celentino, Grebner, Koenig, Stivers, Maiville, and Naeyaert.

Members Absent: None.

Others Present: Sheriff Scott Wriggelsworth, Commissioner Bryan Crenshaw, Teri Morton, Becky Bennett, Julie Pingston, Bill Conklin, Deb Fett, Alan Fox, Matt Terrill, Aimee Eisen, Elaine Fischhoff, Randy Dykhuis, Rob Gengler, Carla Clos, Valerie Lafferty, Andrew Kennedy, Liz Noel, and Michael Tanis.

The meeting was called to order by Chairperson Sebolt at 6:30 p.m. virtually via Zoom in accordance with the Governor's Executive Order 2020-154 regarding the Open Meetings Act.

Approval of the June 16, 2020 Minutes

CHAIRPERSON SEBOLT STATED THAT, WITHOUT OBJECTION, THE MINUTES OF THE JUNE 16, 2020 COUNTY SERVICES COMMITTEE MEETING WERE APPROVED AS WRITTEN.

Additions to the Agenda

Change –

9. Human Resources Department

- a. Resolution to Authorize Buyout of Special Vacation Bonus Hours Earned During Suspension of County Operations for Essential Employees Excluded from Work Share Program Participation (*Discussion Item*)

Late –

4. Drain Commissioner

- d. Resolution Authorizing County's Full Faith and Credit for the Marshall Tile Drain 2020 Bonds

Limited Public Comment

Randy Dykhuis, City of Lansing resident, stated that he was supportive of the passage of Agenda Item No. 10. He further stated that communities across Michigan and the nation have adopted similar resolutions, and it was past time for mid-Michigan to act.

Mr. Dykhuis stated that climate change, COVID-19, and racism were the three main public health crises of our time. He further stated that, left unchecked, the emission of greenhouse gases into the atmosphere would result in untold misery around the world.

Mr. Dykhuis stated that the impact of climate change would be felt most keenly by those least able to deal with its impact. He further stated that the science was incontrovertible and virtually no serious climate scientist doubted that the world was hurdling toward a disaster.

Mr. Dkyhuis stated that, in the absence of federal leadership of public health, he applauded the Board of Commissioners for taking up this resolution. He further stated that it would be because of small actions like this that people could begin to combat the seemingly intractable problems.

Mr. Dykhuis stated that he urged the Board of Commissioners to take action and put teeth into this resolution. He further stated that there were a host of measures to be taken and he hoped the Board of Commissioners would get rolling once Agenda Item No. 10 passed.

Valerie Lafferty, Haslett resident, stated that she was supportive of the passage of Agenda Item No. 10. She further stated that she was asking the Board of Commissioners for their leadership in getting the community through this issue, and thought that many people in the community would like to help be on the positive side of climate change.

Elaine Fischhoff, City of Lansing resident, stated that she was supportive of the passage of Agenda Item No. 10. She further stated that she suggested that the adoption of this resolution would signal recognition of the climate emergency, and would sensitize the Board of Commissioners into taking climate change, sustainability, and environmental justice into consideration in the making of decisions.

Ms. Fischhoff stated that 17,400 governments had adopted this resolution in 30 countries covering 830,000,000 people. She further stated that the League of Women Voters of the Lansing Area (LWVLA), the League of Women Voters of Michigan (LWVMI), and the national League of Women Voters (LWV) had passed this resolution.

Ms. Fischhoff stated that other cities and entities in Michigan had also adopted this resolution, including the City of Kalamazoo, the County of Kalamazoo, the City of Ann Arbor, the County of Washtenaw, and the County of Oakland. She further stated she urged the Board of Commissioners to pass this resolution.

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

3. Ingham County Brownfield Development Authority – Resolution Setting a Public Hearing for an Amended Brownfield Plan for K3 Property LLC, 318 W Kipp Road City of Mason, MI
4. Drain Commissioner
 - a. Resolution to Approve Agreement for Work in County Road Right of Way by Bauer Drain Drainage District
 - b. Resolution to Approve Agreement for Work in County Road Right of Way by Green Consolidated Drain Drainage District

- c. Resolution to Approve Agreement for Work in County Road Right of Way by Marshall Tile Drain Drainage District
 - d. Resolution Authorizing County's Full Faith and Credit for the Marshall Tile Drain 2020 Bonds
5. 9-1-1 Dispatch Center
- a. Resolution to Authorize the Conversion of the 9-1-1 Radio System Administrator from Part-Time to Three-Quarter Time
 - b. Notice of Emergency Purchase Order for Radio Connectivity at the Backup 9-1-1 Center
6. Innovation & Technology
- a. Resolution to Approve the Renewal of Firewall Licenses
 - b. Notice of Emergency Purchase Order to Repair Cooling Unit in Mason Datacenter
7. Facilities Department
- a. Resolution to Authorize a Contract Extension with Modernistic for Carpet Cleaning Services at Several County Facilities
 - b. Notice of Emergency Purchase Order for Condensing Unit Replacement at the 911 Center
8. Road Department
- a. Resolution to Approve Local Road Agreements with Alaiedon, Aurelius, Bunker Hill, Leroy, Locke, Stockbridge, Vevay, and Wheatfield Townships
 - b. Resolution to Authorize the Extension of Resolution #17-235 for Dust Control Solution
 - c. Resolution to Authorize the Extension of RFP #17-349, Purchase of Seasonal Corrosion Inhibited Liquid De-Icer Solution
9. Human Resources Department
- b. Resolution Adopting the Ingham County Section 125 Second Amended and Restated Flexible Benefit Plan
 - d. Resolution to Approve Generic Service Credit Purchase for County Employee: Cindy S. Farley
 - e. Resolution to Authorize Extension of the Contract for Sparrow Occupational Health Services

THE MOTION CARRIED UNANIMOUSLY.

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

1. Economic Development Corporation Board – Interviews

Alex Zurek was not present to interview for the Economic Development Corporation Board.

Lloyd Conway was not present to interview for the Economic Development Corporation Board.

2. Greater Lansing Convention and Visitors Bureau – Update from Julie Pingston, President and CEO

Julie Pingston, Greater Lansing Convention and Visitors Bureau President and CEO, updated the County Services Committee on the Greater Lansing Convention and Visitors Bureau (GLCVB).

Chairperson Sebolt stated that he appreciated Ms. Pingston's update. He further stated that it was probably not the scenario she had expected to walk into when she became President and CEO, but it was good to hear that she and her staff were working to attract these unique events to come to the community.

Commissioner Grebner asked if he was correct that the room rate had dramatically dropped.

Ms. Pingston stated that he was correct. She further stated that rates were at a monthly average rate of \$75.00, but they normally would be between \$110.00 and \$120.00.

Commissioner Grebner asked if the hotels were bringing in a third of what they were before.

Ms. Pingston stated yes. She further stated that it was lower than that, but it was slowly increasing.

Ms. Pingston stated that one good thing about their market was that only one or two hotels had closed during the COVID-19 pandemic, and one had since opened.

Commissioner Grebner asked if he was correct that the GLCVB was not a budgeted item of the County, but rather was paid 80 percent of the Ingham County Hotel/Motel Tax.

Ms. Pingston stated that he was correct.

Commissioner Grebner asked if he was correct that the County's monthly payment to the GLCVB was down by 70 percent.

Ms. Pingston stated that he was correct. She further stated that they had adapted accordingly, and that their staff was 28 people but was now down to five people.

Ms. Pingston stated that they had brought back seven people part-time, and luckily went into this crisis with a positive cash flow. She further stated that what was coming into the GLCVB balanced with their expenses, so they were being prudent about preserving their funding.

Discussion.

Commissioner Grebner asked if GLCVB qualified for the Paycheck Protection Program (PPP).

Ms. Pingston stated that GLCVB had not qualified for PPP because they were categorized as a 501(c)(6). She further stated that there was legislation getting traction, and were hopeful that they would qualify in August 2020, but there had been rumors it would happen in May 2020, and so she was not optimistic but hopeful this time.

Discussion.

Chairperson Sebolt thanked Ms. Pingston for coming before the County Services Committee.

9. Human Resources Department

- a. Resolution to Authorize Buyout of Special Vacation Bonus Hours Earned During Suspension of County Operations for Essential Employees Excluded from Work Share Program Participation (*Discussion Item*)

Chairperson Sebolt stated that he wanted to open up this Agenda Item for discussion. He asked Teri Morton, Deputy Controller, to discuss the resolution.

Ms. Morton stated that, in the beginning of the COVID-19 crisis, the County was closed under the Suspension of Operations Policy. She further stated that, during that time, all County workers who were still at work despite the County having suspended operations were awarded hour per-hour vacation time, and that had accumulated into quite a few hours for some people.

Ms. Morton stated that the policy was written for a shorter event, so this had not been encountered in the past. She further stated that these vacation hours were being accrued in a separate bank so that the hours did not affect employee vacation caps.

Ms. Morton stated that the Controller's Office had discussions with some departments in terms of the expectation that these vacation hours would be paid out, and she thought early on that it seemed like a reasonable thing to look at. She further stated that, as time went on, the County's financial conditions worsened, so the Controller's Office thought about an equitable way to pay out some of this time to people but not the whole amount.

Ms. Morton stated that the Controller's Office looked at the fact that many employees benefitted from the Work Share Program, but there were other employees that were unable to benefit from the program, so this was meant to supplement only those employees who could not participate in the program. She further stated that this resolution was written for the Sheriff's Department that it would be a 100 percent buyout.

Ms. Morton stated that the Sheriff's Department recommended this because their employees often had a hard time using vacation time because of the 24/7 nature of their work. She further stated that having these 100+ vacation hours in their bank was difficult for them.

Ms. Morton stated that, for everyone else that would qualify, the Controller's Office recommended that it would be voluntary to buyout the vacation time, so that people could make the choice to be paid out or to let the time accrue. She further stated that this bank would eventually be paid upon separation of employment if it was not used.

Ms. Morton stated that, on the one hand, if the vacation time was paid out now, theoretically it was worth less than it would be 10 years from now when people would be at a higher rate of pay.

Ms. Morton stated that, at the beginning, it was known that the liability for all employees who accrued vacation time was \$1,900,000, and under this scenario, all employees eligible would be a total of \$700,000. She further stated that the Controller's Office had heard the most desire for this resolution was from the Sheriff's Department, and so separating that out would cost \$436,000, and the cost for only Capital City Labor Program (CCLP) members would be \$409,000.

Ms. Morton stated that it was difficult to put out this recommendation when the Controller's Office was in the middle of recommending budget cuts, but this would be a great plan to help County employees out and to give them a benefit that was previously unavailable to them.

Commissioner Celentino asked Ms. Morton what other employees were excluded from the Work Share Program that would be eligible, other than the Sheriff's Department.

Ms. Morton stated that 40 employees at the 9-1-1 Dispatch Center would be eligible. She further stated that there were other departments that were excluded from furloughs, including the Financial Services Department and many Health Department positions were not able to participate.

Commissioner Celentino asked if he was correct that because the Sheriff's Department and other departments were excluded, it would eventually cost the County a total amount of \$1,900,000.

Ms. Morton stated that the amount of \$1,900,000 was the total value of all vacation time that was accrued under the Suspension of Operations Policy. She further stated that \$700,000 was the value of the vacation buyout for those employees who were not eligible to participate in the Work Share Program.

Discussion.

Chairperson Sebolt stated that, for the Commissioners to keep in mind, the \$700,000 amount would roughly eat up the entire General Fund savings that was saved with the furloughs. He further stated that he wondered if Sheriff Scott Wriggelsworth, Ingham County Sheriff, had additional thoughts to add.

Sheriff Wriggelsworth stated that, when the COVID-19 crisis started, the Sheriff's Department met with the Controller's Office and his biggest concern was that in the Collective Bargaining Agreement, it talked about accruing vacation time during County closure, but he knew this would not be a short event as outlined in the agreement. He further stated that his concern was

having a Deputy that had 18 months of time being maxed out in vacation time because he/she worked 20 days during the pandemic.

Sheriff Wriggelsworth stated that, now that this was not deemed normal vacation time, he was less concerned because the Sheriff's Department was currently understaffed and they had trouble getting their employees time-off. He further stated that he was not opposed to giving the CCLP members an option to either buyout the vacation time and/or bank it and use it later because he understood the County's current financial situation.

Commissioner Grebner asked Ms. Morton if this affected Final Average Compensation (FAC).

Ms. Morton asked Sue Graham, Human Resources Director, if she had an answer.

Ms. Graham stated that it did not impact FAC.

Chairperson Sebolt asked if the Commissioners wanted to give further direction. He stated that the County Services Committee was talking about serious numbers, and thought that the Committee was not ready to make a decision, so that was why he shifted it to being a discussion item.

Commissioner Celentino stated that he did not see this Agenda Item on the Finance Committee's Agenda for tomorrow's meeting, so he was not sure how to proceed without Finance Committee having their discussion. He further stated that this was a lot of money, and if the County Services Committee gave direction, he wondered when Finance Committee would take it up.

Chairperson Sebolt stated that he did not want to speak for Commissioner Morgan, Chairperson of the Finance Committee, but his understanding was that when this proposal was put forth for consideration, most of the calculations had not occurred. He further stated that Commissioner Morgan did not want to add it to the Finance Committee Agenda without the cost amount.

Chairperson Sebolt stated that he wanted the County Services Committee to have a discussion of the resolution because it might come back to them regardless, so he wanted the Committee to be aware of the reason for it.

Commissioner Maiville asked how many people would take the immediate buyout or defer it to understand its immediate financial impact.

Ms. Morton stated that it was difficult to predict. She asked Ms. Graham what she thought.

Ms. Graham stated that it was difficult to predict. She further stated that people might be less inclined to take the County's offer given the previous opportunity for vacation time buyout, and had considered how many hours they accrued under these circumstances in their decision.

Commissioner Naeyaert stated that she did not know what to do, but did not want to kick the can down the road. She further stated that the Finance Committee should take the lead on this because of the County's current financial situation.

Commissioner Naeyaert stated that, without knowing how many people would take the offer, her inclination would be to offer it first to the Sheriff's Department, 9-1-1 Dispatch Center, and the Health Department since she did not know how to break it down because those departments had to function.

Chairperson Sebolt stated that he was sympathetic to the situation that employees faced, but this was in a Special Leave Bank that would carry over to the end of their employment. He further stated that it came with a bigger price tag in the future, but the County talked about paying that out in little sums instead of one lump sum during the County's current financial situation.

Chairperson Sebolt stated that he was looking at the potential price tag of the buyout, and it potentially eating up the entire General Fund savings, and especially during discussions about potential budget cuts. He further stated that all of those combined made him less likely to move forward at this time, but he would like to see Finance Committee take up this issue.

Commissioner Celentino stated that he supported Chairperson Sebolt's direction he had stated.

Chairperson Sebolt stated that his consensus of the County Services Committee was that there was a desire to do something, but would like to see what the Finance Committee worked through before they moved forward.

9. Human Resources Department

c. Resolution Adopting an Amended Health Advisory Leave Policy

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

Chairperson Sebolt asked if the Commissioners wanted to hear background information on Agenda Item No. 9c.

Chairperson Sebolt stated that he thought the County was moving adrift from the intent of the Health Advisory Leave Policy. He further stated that he felt that changes were being made to retroactively cover some decisions that were made because some employees, due to the length of their employment with the County, did not qualify for the Work Share Program and were offered additional hours under the Health Advisory Leave Policy when other employees were out of the office.

Chairperson Sebolt stated that had happened in the past and those arrangements were made. He further stated that, as the Commissioner who was the impetus in requesting this policy, and when looking back at the original resolution passed by the Board of Commissioners, it was not what the intent of the policy was.

Chairperson Sebolt stated that that second whereas clause of the original resolution stated:

WHEREAS, in light of this need, a policy is warranted to govern paid leave for Ingham County employees unable to work due to illness, caregiving responsibilities and/or voluntary or mandatory self-quarantine requirements issued by state, local or federal health officials related to a health advisory; and

Chairperson Sebolt stated that not qualifying for the Work Share Program was not one of those topics. He further stated that the reason for having this policy was specifically if an employee was or felt sick, and did not have the appropriate leave time, the Board of Commissioners did not want that to be a factor that forced them to work in an effort to prevent the spread of COVID-19.

Chairperson Sebolt stated that the use to provide leave time to fill in gaps for some employees was not what was intended, and if there needed to be other policies for employees, that could be done, but he did not think this was an appreciate use of the Health Advisory Leave Policy. He further stated that he appreciated the amendment for individuals who were in assisted living facilities that alternate care arrangements had to be made due to visitation requirements and fit with the spirit of the policy.

Chairperson Sebolt stated that he recommended significant changes to the resolution. He further stated that he would strike out number one in the fourth whereas clause and renumber accordingly:

- ~~1. Permit the HAL Policy to apply where an employee subject to a mandatory work schedule reduction under the Work Share Program and the reduction in hours by Ingham County does not qualify the employee for Work Share benefits under applicable State law.~~

Discussion.

Commissioner Celentino asked if number one in the fourth whereas clause was not what he thought the Health Advisory Leave Policy intended.

Chairperson Sebolt stated that he was correct. He further stated that he did not think that was what the policy was designed to do.

Commissioner Naeyaert stated that she agreed with Chairperson Sebolt. She further stated that she wondered if this resolution could go back to the Human Resources Department to be rewritten to adequately reflect the original intent of the Health Advisory Leave Policy and then have it brought back to the County Services Committee.

Commissioner Naeyaert stated that she did not agree that the adoption of the Health Advisory Leave Policy furthered the County's strategic goals to attract and retain exceptional employees, as stated in the provided memo. She further stated that the strategic goal considerations were quite misleading, and so she did not currently support this as written.

MOVED BY COMM. CELENTINO, SUPPORTED BY COMM. NAEYAERT, TO TABLE THIS AGENDA ITEM UNTIL THE AUGUST 18, 2020 COUNTY SERVICES COMMITTEE

MEETING WITH CHANGES PER THE INPUT OF THE CHAIRPERSON OF THE COUNTY SERVICES COMMITTEE.
THE MOTION CARRIED UNANIMOUSLY.

9. Human Resources Department

f. SB 690 First Responder Hazard Pay (*Discussion Item*) *no material*

Chairperson Sebolt stated that SB 690 was signed into law, so if there were associated resolutions, to use the Public Act number in the future. He asked Ms. Morton to discuss the grant.

Ms. Morton stated that, under this grant, the County could offer hazard pay to its First Responder employees. She further stated that the application was specific, and included law enforcement officers, firefighters, EMTs, paramedics, 9-1-1 operators, local units of government corrections officers, airport public safety officers, and similar positions.

Ms. Morton stated that, for the County, this would qualify most, if not all, of the employees of the Sheriff's Department and 9-1-1 Department. She further stated that she talked to Chairperson Sebolt earlier, and the Controller's Office would do research to see if jail workers might be eligible.

Ms. Morton state that she wondered if the Board of Commissioners wanted the County to apply for this grant, which could be up to \$1,000 per employee, a lump sum, and had to be paid out by September 30, 2020. She further stated that the Controller's Office recommended a lump sum because that was easier to administer, but the grant would not cover Federal Insurance Contributions Act (FICA) costs.

Ms. Morton stated that, looking at the number of employees in the Sheriff's Department and 9-1-1 Department, and based on total positions, the amount of money for the Sheriff's Department would be \$158,000, with \$12,000 in FICA costs. She further stated that the amount of money for the 9-1-1 Department would be \$69,000, with \$5,300 in FICA costs, and that could be charged from the 9-1-1 Fund.

Ms. Morton stated that she was looking for feedback from the County Services Committee in terms of applying for this grant.

Commissioner Maiville asked if there was a deadline for applying for this grant.

Ms. Morton stated that the deadline was September 30, 2020, but it was on a first-come-first-serve basis, so the sooner the County applied, the better.

Commissioner Maiville stated that he was supportive of applying for this grant, recognizing the work of First Responders.

Commissioner Grebner asked if he was correct that Animal Control did not qualify.

Ms. Morton stated that she did not believe so. She further stated that would have Tori Meyer, Financial Services Director, do a check.

Commissioner Naeyaert stated that she was supportive of applying for this grant. She further stated that the County should apply for this grant sooner rather than later because many Counties and municipalities would be applying for this grant.

Commissioner Celentino stated that he was supportive of applying for this grant.

Commissioner Koenig stated that she was supportive of applying for this grant.

Chairperson Sebolt stated that if the County could do a quick search for the questions he and Commissioner Grebner had because the difference in FICA costs between a more conservative application and a more liberal application would only be about \$3,000. He further stated that he was looking for a consensus from the County Services Committee, and that it would be voted on later to accept the grant.

Chairperson Sebolt stated that he appreciated the County's work on this grant.

10. Human Services and County Services Committees – Resolution to Declare a Climate Emergency

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

Commissioner Naeyaert stated that, as she said in the Human Services Committee, she would not be supporting this resolution. She further stated that she had been supportive of many resolutions in the past, but she could not support this.

Commissioner Maiville stated that he would be voting against this resolution because of the use of the term "emergency." He further stated that he supported most of the other language, but he thought that the use of the term "emergency" put this resolution at a higher level than the Resolution to Declare Racism as a Public Health Crisis in the County of Ingham.

Commissioner Maiville stated that, as a First Responder for 35 years, he could not support the use of the term "emergency." He further stated that, other than that, he would support this resolution.

Chairperson Sebolt stated that, to Commissioner Maiville's point, he did not think the use of the term "emergency" fit either, but it was because he thought that they were past emergency at this point when it came to climate change.

THE MOTION TO APPROVE THE RESOLUTION CARRIED. **Yeas:** Sebolt, Celentino, Grebner, Koenig, Stivers **Nays:** Maiville, Naeyaert **Absent:** None

Announcements

None.

Public Comment

None.

Adjournment

The meeting was adjourned at 7:22 p.m.

**AUGUST 18, 2020 COUNTY SERVICES AGENDA
STAFF REVIEW SUMMARY**

RESOLUTION ACTION ITEMS:

The Deputy Controller recommends approval of the following resolutions:

3. *Lansing Economic Area Partnership – Resolution to Apply for State Matching Funds for EDA Cares Act Recovery Assistance Grant Application*

This resolution will authorize staff to apply for and accept a Michigan Economic Development Corporation EDA Grant Matching Funds in pursuit of matching funds for Lansing Economic Area Partnership (LEAP) and MSU Foundation's EDA CARES Act Recovery Assistance grant application. LEAP intends to apply for EDA CARES Act Recovery Assistance funding in partnership with Michigan State University Foundation. The EDA application will focus on advancing the Lansing region's medical technology, accelerator and life sciences industry cluster, commonly known as medtech, to enhance the Lansing region's economic health resiliency and medtech innovation ecosystem in response to COVID-19. The EDA application requires a 20% funding match, cash or in-kind. The Michigan Economic Development Corporation (MEDC) is accepting applications to provide half of the required 20% match for the EDA application, complementing LEAP and MSU Foundation's matching in-kind staff time. Ingham County is an eligible Michigan unit of general local government, and LEAP and MSU Foundation request to collaborate with Ingham County in applying for the MEDC matching funds in pursuit of EDA CARES Act Recovery Assistance grant funding, where Ingham County would be the official applicant and fiduciary for the MEDC application, managed by LEAP under the auspices of its current Economic Development Corporation contract. Ingham County is not liable to provide any matching funds.

See memo for details.

4. *Treasurer's Office – Resolution to Utilize the County's Option to Acquire Tax Foreclosed Property*

Acting as the Foreclosing Governmental Unit under the General Property Tax Act (MCL 211.78(8)(a)), the Treasurer proposes this resolution to accept minimum bids in the name of Ingham County for 63 identified properties to be transferred to the Ingham County Land Bank Fast Track Authority. The statute provides a mechanism by which the County may purchase that property through payment to the foreclosing governmental unit (MCL 211.78m(1)). The cost of acquisition will be covered by the Authority utilizing a variety of funding sources. Minimum bids for identified properties total \$662,187.39.

6a. *Ingham County Building Authority – Resolution Approving Contract of Lease (Justice Complex)*

The Ingham County Building Authority seeks to construct, furnish and equip a new 165,000 square foot Justice Complex. It was contemplated that the County and/or the Authority will enter into a lease, amended lease, or sublease of the project with the County, who will be the major tenant, and occupy and maintain the project, and pay rental with respect to the project. It is necessary and desirable for the County to enter into a Contract of Lease with the Authority. This item and item 6b will be considered by the Building Authority at its scheduled meeting on August 20, 2020.

6b. *Ingham County Building Authority – Resolution Approving Ground Lease (Justice Complex)*

This proposed resolution is a companion document to agenda item 6a. Item 6a addresses the physical building structure; item 6b addresses the actual "ground."

7. Innovation & Technology – Resolution to Approve Renewal of PACC/PAAM Licensing and Support

The County Prosecutor's Office relies on software created for the Prosecuting Attorneys Coordinating Council and Prosecuting Attorneys Association of Michigan (PACC/PAAM) for case tracking, victims' rights notifications and warrant charging guidance information. It is a creation of PAAM and is used by many Michigan counties. It serves as a hub for the creation of a statewide network between prosecuting attorneys and state agencies, such as the Michigan State Police, Department of Human Services, and the Department of Corrections. The Innovation and Technology Department recommends approval of the resolution for licensing and support renewal at a cost not to exceed \$28,083.

See memo for details.

8a. Facilities Department - Resolution to Authorize a Two Year Contract Renewal with Soap Slingers for Window Cleaning Services at Several Ingham County Buildings

This resolution will authorize a two year renewal with Soap Slingers for window cleaning services at several Ingham County buildings for an amount not to exceed \$10,186.00 per year. The contract with Soap Slingers expired on July 31, 2020. The Facilities Department would like to exercise a two year contract renewal. Soap Slingers has agreed to hold their current prices for the next two years.

8b. Facilities Department - Resolution to Authorize the TCOA Office Reset at the Human Services Building

The Facilities Department in partnership with Tri-County Office on Aging (TCOA) is requesting approval to remove and replace the 42 cubicles and carpeting throughout the space occupied by TCOA within the Human Services Building. The carpet and cubicles have both out lived their useful life expectancy, and there have been ongoing issues with the integrated electrical in the cubicles. In order to accomplish this, the resolution would authorize purchase orders to be issued to Haworth via DBI (\$140,241.13) Seelye Group LTD (\$58,132.47) and Thee Electric (\$2,145.00). Granger will dispose of the old carpet and furniture for a cost of \$800. Also requested is a contingency amount of \$23,000, for a total project amount of \$201,292.07. Funds are included in the 2020 capital budget for this project.

See memo for details.

10a. Potter Park Zoo - Resolution Awarding a Contract to Myers Plumbing & Heating Inc.

This resolution will approve a contract with Myers Plumbing & Heating Inc. for the installation of a hot water heater at Potter Park Zoo Savanna Grill in an amount not to exceed \$6,460.00. This water heater is a 1993 unit with an average useful life of 20 years. It has been repaired numerous times and has reached a point where replacement is the only recommended option. Three written bids were sought and received from vendors for this project. Cost includes removal and disposal of the defective water heater, installing a new 80-gallon water heater, permits and start-up to ensure everything is to code and operating properly. Funds are available in the Zoo's budget for this expense.

See memo for details.

10b. Potter Park Zoo - Resolution to Authorize the Renewal of the Contract with PepsiCo for Beverage Services at Potter Park Zoo

This resolution will authorize a two year renewal of the contract with PepsiCo for beverage services at Potter Park Zoo, based on its proposal dated April 4, 2017. The Board of Commissioners authorized awarding a contract for three years with an additional two year extension option, to PepsiCo for beverage services at Potter Park Zoo, Resolution #17-184. Potter Park Zoo wishes to renew this contract for the additional two years.

See memo for details.

11a. Road Department - Resolution to Authorize an Agreement with the Michigan Department of Transportation (MDOT) in Relation to a Federally Funded Project at Wood Street and Sam's Way

This resolution will authorize entering into a contract with the Michigan Department of Transportation (MDOT) for the preliminary engineering design phase of the safety improvement project located at Wood Street and Sam's Way, for a total funding award of \$16,218 consisting of \$8,109 in federal Highway Safety Improvement Program (HSIP) funds and \$8,109 in Road Department funds. The scope of work includes installing a high friction surface treatment in the roundabout, replacing portions of curb and gutter, and placing new pavement markings. The construction phase of the project will require an MDOT agreement at a later date. Funds are included in the Road Department budget for this contract.

See memo for details.

11b. Road Department - Resolution to Amend a Professional Services Agreement between Ingham County and Spicer Group, Inc. for the 2019 and 2020 Biennial Bridge Inspection Program

This resolution will authorize amending the professional services contract with Spicer Group, Inc., 416 N. Homer Street, Suite 109, Lansing, Michigan, for the 2019 & 2020 biennial bridge inspection program for a revised contract amount of \$22,936.00. Ingham County entered into an agreement (Resolution #19-058) with Spicer Group, Inc. for the 2019 & 2020 Biennial Bridge Inspection Program, as required by federal law. Based on the condition of the bridges upon inspection, additional analysis and load ratings were necessary, which were not included in the original budget. The original contract included a budget of \$15,890.00. This budget amendment is requesting \$7,046.00 to complete the remaining 2020 bridge inspections, as well as allowing for five additional load ratings if necessary, adjusting the total project budget to \$22,936.00.

See memo for details.

11c. Road Department - Resolution to Approve the Disposal of Road Department Surplus Property

This resolution will authorize a publically advertised auction conducted by the Purchasing Department for the disposal of certain vehicles and miscellaneous equipment which have been replaced or have exceeded their useful life. Online bids will be solicited through GOVDEALS.COM and the award will be made to the highest responsive bidder. If a bidder does not claim the item awarded they are banned from bidding again and the item will be awarded to the next highest responsive bidder. Monies are received by GOVDEALS.COM and received by the Purchasing Department, which are then deposited in the appropriate account. Vehicles and items to be auctioned are identified in Attachment "A" of the resolution.

11d. Road Department - Resolution to Amend a Professional Engineering Services Agreement between Ingham County and DLZMichigan to Provide Environmental Assessment Services for the Okemos Road Bridge Project

This resolution will authorize amending the professional services contract with DLZ Michigan, Inc., to provide Environmental Assessment Services for the Okemos Road Bridge Project for a revised not-to-exceed fee of \$170,000.00. This contract, originally approved by Resolution #18-251, is nearly complete, but a few additional services will be required to finalize this phase of the project.

Throughout this process, public input and various regulatory agency requirements increased the initial scope of work, requiring additional services to be performed. The original contract included a budget of \$127,637.48 with a 20% contingency for a total authorized budget of \$153,165.00. This budget amendment is requesting \$16,835.00 in additional services, adjusting the project budget to \$170,000.00.

See memo for details.

12. Health Department – Resolution to Establish a Nurse Assessor Position

This resolution will authorize the establishment of a full-time Nurse Assessor position in the HIV/STI clinic, effective upon approval by the Board of Commissioners. Funding for the establishment of this position was included in Local Community Stabilization dollars authorized in Resolution #20-030.

13. Human Resources Department - Resolution Amending the Health Advisory Leave Policy

In response to the coronavirus pandemic, on March 24, 2020, the Board of Commissioners adopted Resolution #20-112 approving a Health Advisory Leave (HAL) Policy. Since that time, circumstances have developed such that amendment to this policy is warranted to further the purpose and intent of the policy to provide relief to employees experiencing hardship during the coronavirus pandemic. The proposed amendments reflected in the attached document would:

1. Clarify that “caring for a family member” includes temporary care of an individual which becomes necessary due to visitation restrictions at a nursing home or assisted living facility.
2. Expand the nature of supporting documentation to correspond with the proposed amendment.

A similar resolution was considered by the County Services Committee at its July 21 meeting. The item was tabled, and this version is amended based on direction received at that meeting.

EMERGENCY PURCHASE ORDERS:

Notwithstanding the provisions of the Purchasing Procedures Policy, emergency purchase of goods, works and/or services may be made by the Purchasing Director, under the direction and authorization of the Controller, when an immediate purchase is essential to prevent detrimental delays in the work of any department or which might involve danger to life and/or damage to County property. Section 412.J requires the Purchasing Director and responsible department head to file a report with the County Services Committee which explains the nature of the emergency and necessity of the action taken pursuant to Policy. The following emergency purchase orders have been made.

- 5a. Circuit Court - July 22, 2020 Notice of Emergency Purchase Order for Jury Trials
- 5b. Circuit Court - July 29, 2020 Notice of Emergency Purchase Order for Jury Trials

In order to implement necessary COVID-19 related safeguards, these purchase orders were approved to make changes so that jury trials could be held in two 30th Circuit Court courtrooms at the Veterans Memorial Courthouse. These purchase orders totaled \$40,006.36.

- 9. Parks Department – Notice of Emergency Purchase Order for Skag Mower at Lake Lansing Parks

This purchase order, in the amount of \$13,224.15, was approved to buy a mower for Lake Lansing Parks from Midwest Power Equipment. This will replace a mower that was five years old that was in need of repairs totaling approximately \$4,400.

OTHER ITEMS:

- 1. Economic Development Corporation Board – Interviews
- 2. Ingham County Brownfield Development Authority – Amended Brownfield Plan for K3 Property LLC, 318 W Kipp Road City of Mason, (Presentation)

At the last round of meetings, the Board of Commissioners set a public hearing for the August 25, 2020 Board of Commissioners Meeting to hear any interested persons on the adoption of a resolution approving the Amended Plan for Klavon's Pizzeria & Pub in Mason. The Plan is now being presented to the County Services and Finance Committees in advance of that hearing. The Ingham County Board of Commissioners is required to hold a public hearing on the proposed amended plan before approval and the Brownfield Plan must be adopted by both the Board of Commissioners and the City of Mason.

- 14a. Closed Session – Attorney-Client Privileged Information
- 14b. Closed Session - Discussion of Collective Bargaining pursuant to MCL 15.268(c)



INGHAM COUNTY

Brownfield Redevelopment Authority

The Authority's mission is the maintenance and implementation of a Brownfields redevelopment program throughout Ingham County and to support the cleanup and redevelopment of environmentally contaminated and previously used development sites, that promote the economic development goals of Ingham County.

INGHAM COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY (ICBRA)
1000 S. Washington Ave. Suite 201
Lansing, MI 48910

BROWNFIELD REDEVELOPMENT PLAN APPLICATION

Applicant (Firm & Primary Contact):

City of Mason, Deborah Stuart (deborahs@mason.mi.us) – Local Unit of Government
K3 Property LLC, Justin Klavon (justin@klavons.com) – Owner of Eligible Property
Envirologic Technologies, David Stegink (stegink@envirologic.com) – Brownfield Consultant

Mailing Address:

City of Mason, 201 West Ash Street, Mason, MI 48854, (517) 676-9155
K3 Property LLC, 1361 E. Mcdevitt Ave, Jackson, Michigan 49203, (517) 206-7578
Envirologic Technologies, Inc., 2960 Interstate Parkway, Kalamazoo, MI 49048, (269) 342-1100

Project Name and Location:

K3 Properties Brownfield Plan Amendment, Klavon's Pizzeria & Pub, 318 W. Kipp Road, Mason,

Please provide the following information. Incomplete applications will not be considered.

1. Brownfield Redevelopment Plan pursuant to the Brownfield Redevelopment Financing Act 1996 PA 381, as amended. **Draft Plan Amendment Submitted**
2. Provide documentation for items under local Threshold Criteria on the attached policy. Please note that the information required in item number 1 of the Threshold Criteria may be contained in the Brownfield Redevelopment Plan. **Please see attached.**
3. A non-refundable application fee of \$1,500 must be paid with the submission of the Plan. Checks should be made payable to the Lansing Economic Area Partnership (LEAP), contractor

for ICBRA, at the address above. **Check sent to LEAP on March 17, 2020, from Envirologic, Check #83249**

4. Applicants shall be responsible for reimbursing the County/ICBRA for any specialized legal expenses incurred in formalizing a development agreement or other contractual work required to include a project/site in the Brownfield Plan. A not to exceed cost will be determined following application review.
5. A development agreement between the applicant and ICBRA, in a form generally used by the ICBRA will be required. The agreement will contain enforceable provisions for non-compliance. The ICBRA may require that an applicant obtain a performance bond tied to the provisions of the development agreement. **Please see attached.**
6. Provide documentation for the applicable items under Evaluation Factors in the attached policy. Please note that not all items will apply to all plans. Some of this information may be contained in the Plan. In particular please provide documentation for #1 and #8. **Please see attached.**
7. Provide information on the local jurisdiction approval process (zoning, site-plan etc.). **This application is for a Brownfield Plan amendment. The project described in the original Brownfield Plan (dated December 27, 2016) has been fully constructed and is operating consistent with City zoning and other relevant codes and ordinances.**

The Applicant submits this application along with the application fee of \$1,500* to LEAP for the purpose of obtaining consideration for reimbursement of certain eligible expenses. It is understood that the ICBRA will rely on the information provided here in making its decision. The undersigned warrants and represents the information herein submitted is true and correct and understands that the ICBRA will consider this representation continuing until the ICBRA receives written notice to the contrary from the undersigned. The ICBRA is authorized to make all inquiries it deems necessary to ratify the accuracy of the information provided or to further determine the undersigned's ability to perform the proposed project. The ICBRA is also hereby authorized to answer any questions from third parties concerning the undersigned's experience with the ICBRA.

Applicant Signature: *Deborah Stuart*

Date: 4/17/2020

*Please make check payable to Lansing Economic Area Partnership

Local Threshold Criteria

1. The eligible property, when redeveloped, will generate property tax revenue that is "capturable" by the BRA for use on other sites included in the county's Brownfield Plan. **The taxable value of the improved property in 2019 was \$531,578, which generated \$15,058 in tax increment capturable under the existing Brownfield Plan.**
2. The eligible property is not anticipated to produce a major development as defined by County policy (at least \$3 million total project value).

Evaluation Factors

County staff and the BRA board, in formulating a recommendation to the County Commission about the inclusion and categorization of a privately-owned property in the Brownfield Plan, will consider and evaluate the factors below. A given project/property need not possess every characteristic implied by each of the following evaluation factors:

1. Strength of business plan, financial commitments, architectural plans, and market analysis for the re-use of vacant properties or structures.

The project conceived in the original Brownfield Plan has been constructed and is operating. Klavon's Pizzeria reports that it has been open for nearly one year, has 100–110 employees at this location, and is serving approximately 400 patrons daily.

2. Amount of property tax to be generated relative to property taxes abated.

The project is generating \$15,058 in new property taxes, and there are no tax abatements in place.

3. Amount of investment in buildings and equipment.

The reported level of investment in the project was \$2.5 million.

4. Project allows a business to expand in the county, retains a significant number of jobs, and/or will add sustainable, quality jobs.

The Klavon's Pizzeria & Pub in Mason has 100–110 employees.

5. Project includes other investment in neighborhood revitalization; is located in a targeted redevelopment area; involves improvement of public infrastructure; or utilizes other public or private financing tools to maximize redevelopment benefits.

The Project improved a functionally obsolete property through development of a restaurant (Klavon's Pizzeria & Pub). To restore the functionality of the property and to

support the development, the City of Mason extended sanitary sewer, storm sewer, and water to the project site and adjacent properties. The purpose of the Brownfield Plan and Amendment is to reimburse the City of Mason for the public infrastructure improvement that allowed this development to move forward and improved adjacent properties.

6. For residential projects, the extent to which the project is consistent with county housing strategies, creates mixed-use redevelopment, or develops downtown housing. N/A
7. Project is consistent with a redevelopment plan and/or project enhances county investment in related brownfield projects. **The project proposed in the Brownfield Plan was constructed consistent with redevelopment plans.**
8. All applicants must comply with the following county ordinances and policies:
 - a. Not delinquent with any real and personal property taxes, fees, assessments, liens or other charges;
 - b. No record of loan loss with the county; and
 - c. Not subject to a pending violation notice or compliance order for any violation of the county's Zoning Ordinance
 - d. County Equal Opportunity Plan (see attached)

K3 Properties is not delinquent in taxes or fees and has no loans with the County. K3 Properties is not in violation of Zoning Ordinance. Klavon's is an Equal Opportunity Employer and has an established Equal Employment Opportunity Policy.

9. Proposed use of a property must be consistent with the local jurisdiction's Comprehensive Plan.

The Project is consistent with the local unit of government's Master Plan.

10. Applicant has not contributed to, exacerbated, nor is responsible for any environmental contamination on the subject site.

There is no environmental contamination at the Project site. Therefore, there is no responsibility for environmental contamination or potential to exacerbate environmental contamination.

11. Strength of references.

The City of Mason is a core partner in Ingham County's programs for economic development, education, and prosperity.

K3 Properties LLC and Klavon's Pizzeria & Pub is an established business enterprise. This is Klavon's third business location. References are available upon request.



**INGHAM COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY**

BROWNFIELD PLAN AMENDMENT

FOR A SITE AT

**318 W. KIPP ROAD
MASON, MICHIGAN**

APRIL 16, 2020

Prepared for:

**City of Mason
201 West Ash Street
Mason, MI 48854**

**K3 Property LLC
5653 South Stony Lake Road
Jackson, MI 49201**

Approved by the Brownfield Redevelopment Authority on June 12, 2020
Approved by the governing body of the local jurisdiction on June 15, 2020
Approved by the County Board of Commissioners on _____

Prepared with the assistance of:

**Envirologic Technologies, Inc.
2960 Interstate Parkway
Kalamazoo, Michigan 49048
(269) 342-1100**

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EXHIBITS

FIGURE 1: *Location Map*

FIGURE 2: *Site Plan*

SCHEDULES/TABLES

TABLE 1: *Summary of Eligible Costs*

TABLE 2: *Estimate of Total Captured Incremental Taxes*

TABLE 3: *Estimate of Annual Effect on Taxing Jurisdictions*

TABLE 4: *Captured Taxable Value and Tax Increment Revenue by Year and Aggregate for Each Taxing Jurisdiction*

TABLE 5: *Estimated Reimbursement Schedule*

TABLE 6: *Interest Calculation*

ATTACHMENTS

NOTICE OF PUBLIC HEARING

NOTICE TO TAXING JURISDICTIONS

RESOLUTION SUPPORTING A BROWNFIELD PLAN – CITY OF MASON

RESOLUTION ADOPTING A BROWNFIELD PLAN – INGHAM COUNTY



**INGHAM COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
BROWNFIELD PLAN AMENDMENT
318 W. KIPP ROAD
MASON, MICHIGAN**

1. INTRODUCTION AND PURPOSE

Envirologic has prepared this Brownfield Plan Amendment on behalf of the City of Mason, K3 Property LLC, and the Ingham County Brownfield Redevelopment Authority for two parcels of developed property, totaling approximately 2.18 acres and located at 318 W. Kipp Road, Mason, Michigan, owned and developed by K3 Property LLC. (Exhibits, Figure 1).

A Brownfield Plan for this site was developed on December 27, 2016, approved by the Ingham County Brownfield Redevelopment Authority on February 10, 2017, and adopted by the Ingham County Board of Commissioners on April 11, 2017.

The 2017 Brownfield Plan included eligible activities (costs) that would be incurred by both K3 Property LLC and the City of Mason. The City of Mason's eligible activities included the placement of public infrastructure that served the project site and nearby properties. Following adoption of the Brownfield Plan, those eligible activities were completed, and the resulting total cost was greater than expected, exceeding the amount of eligible activities described in the 2017 Brownfield Plan. This Amendment is intended to amend the total cost of the eligible activities to reflect the actual costs incurred. No new eligible activities are being included in this Amendment.

This Brownfield Plan Amendment identifies the eligible non-environmental activities that have been completed and will be reimbursed through the capture of local tax increment revenues. School tax increment revenues are not being sought through this Brownfield Plan.

The purpose of this plan, to be implemented by the Authority, is to satisfy the requirements for a Brownfield Plan as specified in Act 381 of the Public Acts of the State of Michigan of 1996, as amended, MCL 125.2651 et. seq., which is known as the "Brownfield Redevelopment Financing Act." Terms used in this document are as defined in Act 381.



2. ELIGIBLE PROPERTY INFORMATION

The property subject to this plan consist of two parcels (Parcel IDs: 33-19-10-08-476-012 and 33-19-10-08-476-010) totaling approximately 2.18 acres and located at 318 W. Kipp Road, City of Mason, Ingham County, Michigan (property). Parcel 33-19-10-08-476-012 was designated as “Functionally Obsolete Property” by the City Assessor for the City of Mason following an inspection of the property on June 13, 2016. The definition for “functionally obsolete” means that the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or super adequacies in design, or other similar factors that affect the property itself or the property’s relationship with other surrounding property. The assessor has based her expert opinion on the fact that the property was uncompetitive with recently constructed properties in the vicinity. Such uses that attract business off the interstate highway such as retail shopping, gas stations, restaurants, and lodging are market standard in the immediate vicinity. The subject property did not have a public water, storm, or sewer connection that made it marketable or useable for such purposes. Parcel 33-19-10-08-476-010 is adjacent and contiguous to the functionally obsolete property.

A location map and legal description can be found in Exhibit A.

3. PROPOSED REDEVELOPMENT

The proposed development detailed in the 2017 Brownfield Plan has been constructed and is occupied. K3 Property LLC constructed a 9,000-square-foot restaurant that seats approximately 200 guests. The project represented an approximately \$2.5 million private investment and employs approximately 100–110 people. The City of Mason’s \$210,000 investment in public infrastructure upgrades restored the functionality of the property and improved nearby properties.

4. BROWNFIELD CONDITIONS

The subject property was developed into an auto repair service in 1995. Prior to construction of the auto service building, the property was vacant land. Sanitary sewer and public water utility connections did not exist at the property prior to development and led to the designation of the

property in 2017 as “functionally obsolete” as determined by a Level 3 Assessor. The following facts, without limitation, formed the basis of the assessor’s expert opinion:

The property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or super adequacies in design, or other similar factors that affect the property itself or the property’s relationship with other surrounding property. This determination was based on an inspection of the property located at 318 W. Kipp Road on June 13, 2016.

The assessor has based her expert opinion on the fact that the property was uncompetitive with recently constructed properties in the vicinity. Such uses that attract business off the highway interstate such as retail shopping, gas stations, restaurants, and lodging are market standard in the immediate vicinity. The subject property did not have a public utility water or sewer connection. The assessor deemed that it would not be financially feasible to convert the previous structure to a use more suitable to this subject’s location.

5. BROWNFIELD PLAN ELEMENTS (as specified in Section 13[1] of Act 381)

A. Description of Costs to be Paid for with Tax Increment Revenues

This Brownfield Plan Amendment has been developed to reimburse costs incurred by K3 Property LLC and the City of Mason. Tax increment revenues will be captured for reimbursement from local taxes only. Specific costs to be paid for with tax increment revenues are detailed in Table 1 and described below.

Eligible costs for reimbursement include infrastructure upgrades for the public water, storm, and sewer improvements. Costs included installation costs (\$140,200), professional soft costs (e.g., engineering, legal) related to the infrastructure improvements (\$66,121), and financing costs (\$69,455). These costs were incurred by the City of Mason.

K3 Property LLC paid for the development of the 2017 Brownfield Plan at a cost of \$6,500, including fees. The City of Mason paid for the development of this Brownfield Plan Amendment at a cost of \$5,200 including fees.



Funds in the amount of 5% of the eligible activities costs will also be placed into the Local Site Remediation Revolving Fund (LSRRF). In the capturing year that the 5% has been reached, any remaining increment will be allocated back to the taxing jurisdictions on a proportional basis.

The total reimbursements expected for potential brownfield eligible activity costs are estimated at \$287,474 not including the Local Brownfield Revolving Fund (LBRF) or Administrative Fees of the Authority.

B. Summary of Eligible Activities

Eligible activities include infrastructure improvements, professional soft costs for engineering and legal services related to the infrastructure improvements, financing costs of 2.5%, and the development of the Brownfield Plan and Brownfield Plan Amendment.

C. Estimate of Captured Taxable Value and Tax Increment Revenues

The initial taxable value is the value of the eligible property at the time the property was adopted and would be the 2016 taxable values, which between the two parcels was \$151,851. Construction began in the spring of 2017 and the new restaurant was opened in early 2019. The 2017 Plan anticipated that the increment would first be available for capture with the 2018 summer and winter taxes. However, the first year of tax increment revenues has come from the 2019 summer and winter taxes and that year represents the first year of the Brownfield Plan implementation.

The estimated captured taxable value for this redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Tables 2, 3, and 4).

A summary of the estimated reimbursement schedule and the amount of capture into the LBRF by year and in aggregate is presented in Table 5. Once eligible expenses are reimbursed, the Authority may capture the dollar value equivalent to five percent of the eligible activities cost and deposit the revenues into an LBRF.

D. Method of Financing and Description of Advances by the Municipality

Costs for eligible activities were financed by K3 Property LLC and the City of Mason. The City of Mason incurred the costs regarding the infrastructure improvements and the

Brownfield Plan Amendment. K3 Property LLC incurred the expense of the preparation of the 2017 Brownfield Plan. Eligible activities include interest expense (financing costs).

No advances by the municipality have been made or are anticipated.

E. Maximum Amount of Note or Bonded Indebtedness

At this time, there are no plans by the Authority to incur indebtedness to support development of this site.

F. Duration of Brownfield Plan

The Authority intends to begin capture of tax increment with the 2019 summer and winter taxes. This Plan will then remain in place until the eligible activities have been fully reimbursed and up to 5% capture into the LBRF is complete or 30 years, whichever occurs sooner.

G. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

The estimated amount of tax increment revenues to be captured for this redevelopment from each taxing jurisdiction by year and in aggregate is presented as Table 4.

H. Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property

The property subject to this Brownfield Plan is 2.18 acres consisting of Parcel 33-19-10-08-476-010 and Parcel 33-19-10-08-476-012 and is located within the City of Mason, Ingham County, Michigan. A map showing the eligible property is provided in the attached Exhibits.

The legal description of Parcel 33-19-10-08-476-012 is as follows:

COMMENCING 58 RODS SOUTH 89°33' WEST ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SECTION 8, TOWN 2 NORTH, RANGE 1 WEST, CITY OF MASON, INGHAM COUNTY, MICHIGAN; THENCE NORTH 0°27' WEST 403.0 FEET; THENCE SOUTH 89°33' WEST 132.0 FEET; THENCE SOUTH 0°27' EAST 320.4 FEET TO THE MSHD RIGHT OF WAY; THENCE SOUTH 53°51'48" EAST 82.8 FEET; THENCE SOUTH 0°27' EAST 33 FEET TO THE SECTION LINE AND THENCE NORTH 89°33' EAST 65.41 FEET TO THE POINT OF BEGINNING.

The legal description of Parcel 33-19-10-08-476-010 is as follows:

COMMENCING 66 RODS WEST OF THE SOUTHEAST CORNER OF SECTION, NORTH 403 FEET, WEST 12 RODS, SOUTH 403 FEET EAST TO BEGINNING. EXCEPT THAT PART LYING SOUTHWEST OF

FOLLOWING DESCRIBED LINE: COMMENCING AT SOUTH ¼ COUNER OF SECTION 8, TOWN 2 NORTH, RANGE 1 WEST, CITY OF MASON, INGHAM COUNTY, MICHIGAN, NORTH 39°09' WEST 1698.16 FEET ALONG SAID REFERENCE LINE, NORTH 89°44' EAST ALONG 1/8 LINE 122.04 FEET TO EXISTING LIMITED ACCESS RIGHT OF WAY LINE AND POINT OF BEGINNING, SOUTH 43°10'06" EAST 613.63 FEET, SOUTH 49°57'00" EAST 227.87 FEET, SOUTH 68°27'00" EAST 242.92 FEET, SOUTH 78°27'00" EAST 538.82 FEET, SOUTH 54°27'00" EAST 207.60 FEET, SOUTH 30°27'00" EAST 292.98 FEET, SOUTH 53°51'48" EAST 191.78 FEET, SOUTH 00°27' EAST 33 FEET TO POINT OF ENDING, WHICH LIES 1625.12 FEET NORTH 89°33' EAST FROM SAID SOUTH ¼ CORNER OF SECTION 8, TOWN 2 NORTH, RANGE 1 WEST, CITY OF MASON, INGHAM COUNTY, MICHIGAN.

The property meets the definition of a “brownfield” as defined by Public Act 381, the Brownfield Redevelopment Financing Act of 1996, as amended as Parcel 33-19-10-08-476-012 has been designated “Functionally Obsolete Property” and Parcel 33-19-10-08-476-010 is contiguous and adjacent to the eligible property.

This Brownfield Plan does not intend to capture tax increment revenues associated with personal property as the personal property tax is not relevant to this project.

I. Estimates of Residents and Displacement of Families

No residents or families have been or will be displaced by this project.

J. Plan for Relocation of Displaced Persons

Not applicable.

K. Provisions for Relocation Costs

Not applicable.

L. Strategy for Compliance with Michigan’s Relocation Assistance Law

Not applicable.

M. Other Material that the Authority or Governing Body Considers Pertinent

Not Applicable.



EXHIBITS

FIGURE 1: *Location Map*

FIGURE 2: *Site Plan*

SCHEDULES/TABLES

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RESOLUTION SUPPORTING A BROWNFIELD PLAN – CITY OF MASON

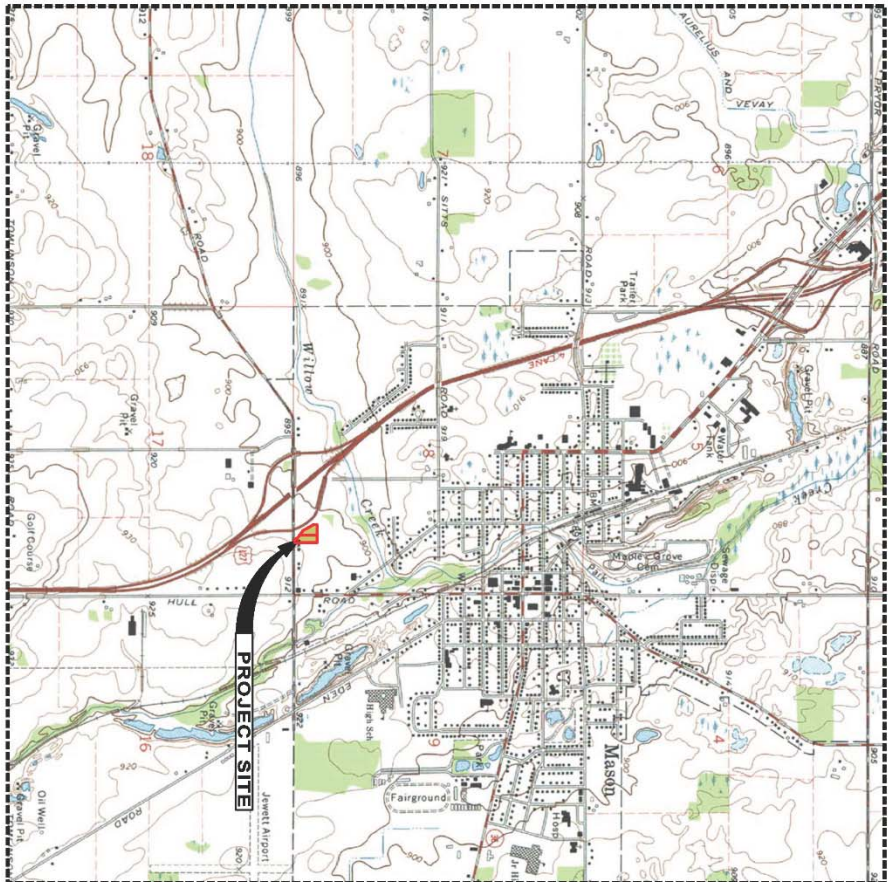
RESOLUTION ADOPTING A BROWNFIELD PLAN – INGHAM COUNTY



EXHIBITS

- Figure 1: Location Map
- Figure 2: Site Plan





SOURCE: MASON, MICHIGAN USGS 7.5 MINUTE TOPOGRAPHIC QUADRANGLE MAPS
MAPTECH® U.S. TERRAIN SERIES™ 6MAPTECH®, INC. 606-433-6500



envirologic
environmental consulting + services
2580 INTERSTATE PARKWAY
KALAMAZOO, MICHIGAN 49004
PH: (269) 255-1100 FAX: (269) 255-2445

**K3 PROPERTY
REDEVELOPMENT
LOCATION MAP**
318 W. KIPP RD.
MASON, MI

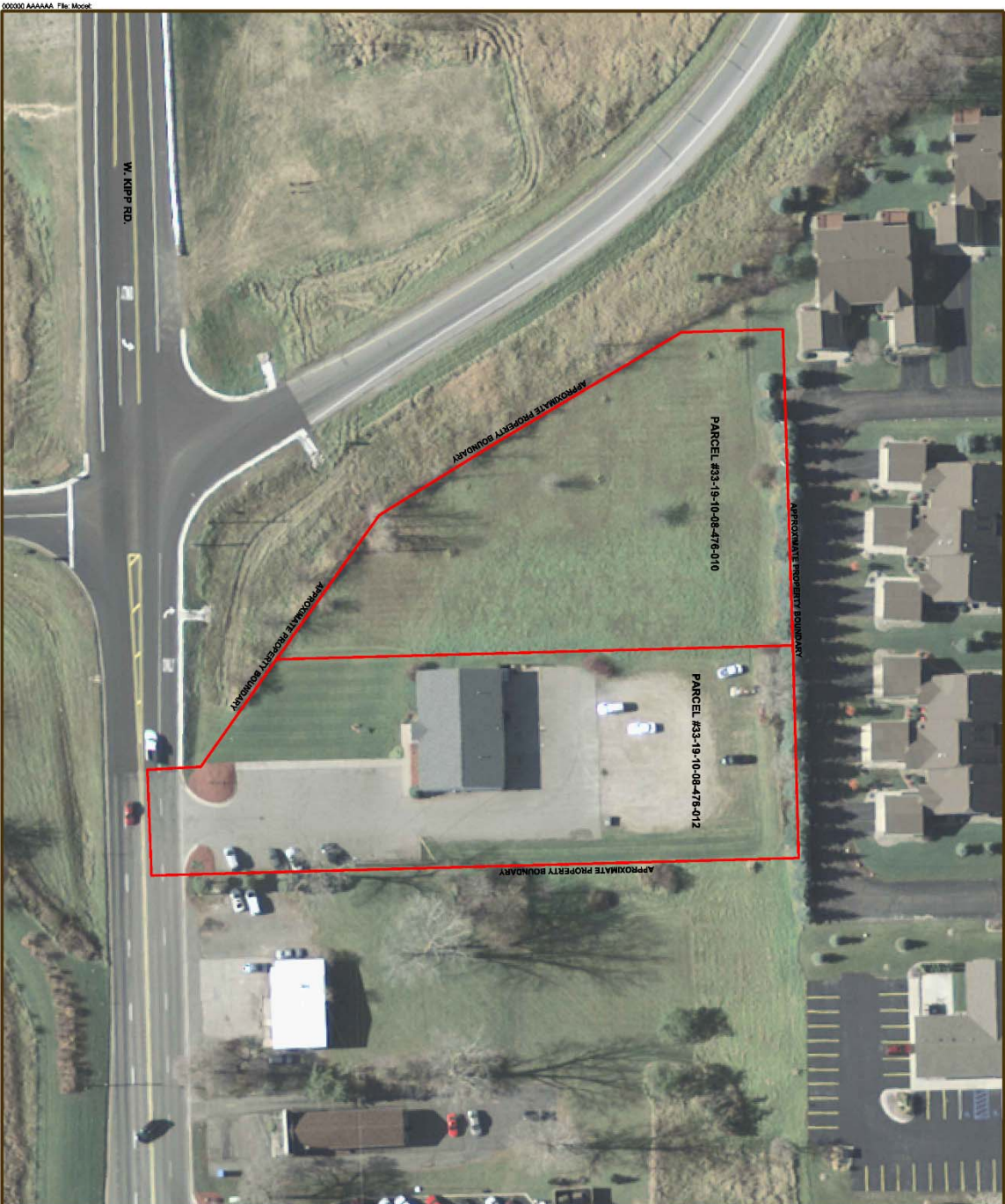
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PROJECT NO.
150189
FOUNDER, INC.



T 2 N. R. 1 W.
INGHAM COUNTY
MASON, MICHIGAN



[illegible]

K3 PROPERTY REDEVELOPMENT

SITE PLAN

envirollogic
environmental consulting + services
2980 INTERSTATE PARKWAY
KALAMAZOO, MICHIGAN 49008
PH: (269) 342-1100 FAX: (269) 342-9945

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SCHEDULES/TABLES

Table 1: Summary of Eligible Costs

Table 2: Estimate of Total Captured Incremental Taxes

Table 3: Estimate of Annual Effect on Taxing Jurisdictions

Table 4: Captured Taxable Value and Tax Increment Revenue by Year and Aggregate for Each Taxing Jurisdiction

Table 5: Estimated Reimbursement Schedule

Table 6: Interest Calculation



Table 1
Summary of Eligible Costs
K3 Property Redevelopment
Mason, Michigan

Eligible Activities	Estimated Cost
<u>BEA Activities</u>	\$ -
<u>Due Care Activities</u>	\$ -
<u>Additional Response Activities</u>	\$ -
<u>MSF Non Environmental Activities</u>	
Infrastructure upgrades (public water, storm, and sewer)	
6/29/18 - Scarlett Excavating	\$ 59,842.50
6/29/18 - Scarlett Excavating	\$ 57,815.00
8/15/18 - Scarlett Excavating	\$ 3,071.00
11/13/18 - Scarlett Exvavating	\$ 19,470.00
Professional soft costs (engineering & legal)	
6/20/17 - Wolverine Engineering	\$ 9,800.38
8/1/17 - Wolverine Engineering	\$ 2,461.54
12/19/17 - Wolverine Engineering	\$ 540.00
3/13/18 - Wolverine Engineering	\$ 8,208.16
5/23/18 - Wolverine Engineering	\$ 2,179.32
6/26/18 - Wolverine Engineering	\$ 8,022.50
7/24/18 - Wolverine Engineering	\$ 5,752.50
7/24/18 - Wolverine Engineering	\$ 342.50
10/10/18 - Wolverine Engineering	\$ 7,822.50
11/13/18 - Wolverine Engineering	\$ 450.00
11/20/18 - Wolverine Engineering	\$ 277.50
TOTAL COSTS OF ELIGIBLE ACTIVITIES	\$ 186,055.40
Financing Costs (2.5%)	\$ 73,764.98
Contingencies	
4/20/18 - Hoai Thu The Nguyen	\$ 20,000.00
4/25/18 - Register of Deeds	\$ 34.30
5/23/18 - Register of Deeds	\$ 30.00
5/23/18 - AOBG Properties LLC	\$ 100.00
5/23/18 - K3 Property LLC	\$ 100.00
Brownfield Plan	\$ 11,700.00
TOTAL REIMBURSEMENTS	\$ 291,784.68
Administrative Costs of the Authority	\$ 16,213.79
Captured and Disbursed to State Brownfield Redevelopment Fund	\$ -
Additional Capture for LBRF	\$ 14,587.05
Total	\$ 306,371.73

Funds will not be deposited into the State Brownfield Fund as school dollars are not captured in this Plan.

Table 2

Estimate of Total Captured Incremental Taxes

K3 Property Redevelopment
Mason, MI

Year	Annual Total Millaget	Initial Taxable Value	Tax Revenues from Initial Taxable Value	Estimated Future Taxable Value	Estimated Future Tax Revenues	Incremental Tax Revenues	Brownfield Redevelopment Fund	Available for Authority Disbursements
2018	39.6549	\$ 151,851.00	\$ 6,021.64	\$ 151,851.00	\$ 6,021.64	\$ -	\$ -	\$ -
2019	39.6549	\$ 151,851.00	\$ 6,021.64	\$ 531,578.00	\$ 21,079.67	\$ 15,058.04	\$ -	\$ 15,058.04
2020	39.6549	\$ 151,851.00	\$ 6,021.64	\$ 536,893.78	\$ 21,290.47	\$ 15,268.83	\$ -	\$ 15,268.83
2021	39.6549	\$ 151,851.00	\$ 6,021.64	\$ 542,262.72	\$ 21,503.37	\$ 15,481.74	\$ -	\$ 15,481.74
2022	39.6549	\$ 151,851.00	\$ 6,021.64	\$ 547,685.34	\$ 21,718.41	\$ 15,696.77	\$ -	\$ 15,696.77
2023	39.6549	\$ 151,851.00	\$ 6,021.64	\$ 553,162.20	\$ 21,935.59	\$ 15,913.96	\$ -	\$ 15,913.96
2024	39.6549	\$ 151,851.00	\$ 6,021.64	\$ 558,693.82	\$ 22,154.95	\$ 16,133.31	\$ -	\$ 16,133.31
2025	39.6549	\$ 151,851.00	\$ 6,021.64	\$ 564,280.76	\$ 22,376.50	\$ 16,354.86	\$ -	\$ 16,354.86
2026	39.6549	\$ 151,851.00	\$ 6,021.64	\$ 569,923.57	\$ 22,600.26	\$ 16,578.63	\$ -	\$ 16,578.63
2027	39.6549	\$ 151,851.00	\$ 6,021.64	\$ 575,622.80	\$ 22,826.26	\$ 16,804.63	\$ -	\$ 16,804.63
2028	39.6549	\$ 151,851.00	\$ 6,021.64	\$ 581,379.03	\$ 23,054.53	\$ 17,032.89	\$ -	\$ 17,032.89
2029	39.6549	\$ 151,851.00	\$ 6,021.64	\$ 587,192.82	\$ 23,285.07	\$ 17,263.44	\$ -	\$ 17,263.44
2030	39.6549	\$ 151,851.00	\$ 6,021.64	\$ 593,064.75	\$ 23,517.92	\$ 17,496.29	\$ -	\$ 17,496.29
2031	39.6549	\$ 151,851.00	\$ 6,021.64	\$ 598,995.40	\$ 23,753.10	\$ 17,731.47	\$ -	\$ 17,731.47
2032	39.6549	\$ 151,851.00	\$ 6,021.64	\$ 604,985.35	\$ 23,990.63	\$ 17,969.00	\$ -	\$ 17,969.00
2033	39.6549	\$ 151,851.00	\$ 6,021.64	\$ 611,035.20	\$ 24,230.54	\$ 18,208.90	\$ -	\$ 18,208.90
2034	39.6549	\$ 151,851.00	\$ 6,021.64	\$ 617,145.56	\$ 24,472.85	\$ 18,451.21	\$ -	\$ 18,451.21
2035	39.6549	\$ 151,851.00	\$ 6,021.64	\$ 623,317.01	\$ 24,717.57	\$ 18,695.94	\$ -	\$ 18,695.94
2036	39.6549	\$ 151,851.00	\$ 6,021.64	\$ 629,550.18	\$ 24,964.75	\$ 18,943.11	\$ -	\$ 18,943.11
2037	39.6549	\$ 151,851.00	\$ 6,021.64	\$ 635,845.88	\$ 25,214.40	\$ 19,192.76	\$ -	\$ 19,192.76
TOTAL		\$ 3,037,020.00	\$ 120,432.72		\$ 444,708.49	\$ 324,275.76	\$ -	\$ 324,275.76

† - Does not include debt millages or school millages

* - Total includes 5% capture to Local Brownfield Revolving Fund

Table 3

Estimate of Annual Effect on Taxing Jurisdictions

K3 Property Redevelopment

SUMMER TAXES ¹							
Taxing Jurisdiction		State Ed Tax	MPS Operating	City Tax	Ingham ISD	L.C.C.	Total
Millage		6.0000	17.9388	15.2500	5.9987	3.8072	55.7947
Initial Taxable Value	\$ 151,851.00			\$ 2,315.73	\$ 910.91	\$ 578.13	\$ 4,837.35
Future Taxable Value	\$ 531,578.00			\$ 8,106.56	\$ 3,188.78	\$ 2,023.82	\$ 16,933.90
Captured Taxable Value	\$ 379,727.00	\$ -	\$ -	\$ 5,790.84	\$ 2,277.87	\$ 1,445.70	\$ 12,096.55

WINTER TAXES ²							
Taxing Jurisdiction		County	Library	MPS Sinking 2007	MPS Debt 2004	Airport	Total
Millage		4.5400	1.5600	1.0000	5.6800	0.6990	13.479
Initial Taxable Value	\$ 151,851.00	\$ 689.40	\$ 236.89	\$ 151.85	\$ -	\$ 106.14	\$ 1,184.29
Future Taxable Value	\$ 531,578.00	\$ 2,413.36	\$ 829.26	\$ 531.58	\$ -	\$ 371.57	\$ 4,145.78
Captured Taxable Value	\$ 379,727.00	\$ 1,723.96	\$ 592.37	\$ 379.73	\$ -	\$ 265.43	\$ 2,961.49

1. Based on millages from 2019 taxes

2. Based on millages from 2019 taxes

Total Millage	69.2737
Total Annual Future Tax Liability	\$ 21,079.67
Total Capturable Local Millages	39.6549
Total Annual Capturable Local Tax Increment	\$ 15,058.04
Total Capturable School Millages	-
Total Annual Capturable School Tax Increment	\$ -
Total Capturable School and Local Tax Increment Revenue/Yr	\$ 15,058.04

Table 4

Captured Taxable Value and Tax Increment Revenue by Year and Aggregate for Each Taxing Jurisdiction

K3 Property Redevelopment
Mason, MI

Year	Captured Taxable Value	State Ed Tax	School Oper	School Debt	City Tax	Ingham ISD	L.C.C.	County ²	County ²	Library	2007	2007	2007	2007	2007	Total
2018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2019	\$ 379,727.00	\$ -	\$ -	\$ -	\$ -	\$ 5,790.84	\$ 1,447.70	\$ 2,582.14	\$ 1,723.96	\$ 692.37	\$ 379.73	\$ 265.43	\$ 16,058.04	\$ -	\$ -	\$ -
2020	\$ 385,042.78	\$ -	\$ -	\$ -	\$ -	\$ 5,871.90	\$ 1,465.93	\$ 2,616.29	\$ 1,748.09	\$ 690.67	\$ 385.04	\$ 269.14	\$ 16,268.83	\$ -	\$ -	\$ -
2021	\$ 390,411.72	\$ -	\$ -	\$ -	\$ -	\$ 5,953.78	\$ 1,486.38	\$ 2,654.80	\$ 1,772.47	\$ 689.04	\$ 390.41	\$ 272.90	\$ 16,481.74	\$ -	\$ -	\$ -
2022	\$ 395,834.34	\$ -	\$ -	\$ -	\$ -	\$ 6,036.47	\$ 1,507.02	\$ 2,691.67	\$ 1,797.09	\$ 617.50	\$ 395.83	\$ 276.69	\$ 16,696.77	\$ -	\$ -	\$ -
2023	\$ 401,311.20	\$ -	\$ -	\$ -	\$ -	\$ 6,120.00	\$ 1,527.87	\$ 2,728.92	\$ 1,821.95	\$ 626.05	\$ 401.31	\$ 280.52	\$ 16,913.96	\$ -	\$ -	\$ -
2024	\$ 406,843.82	\$ -	\$ -	\$ -	\$ -	\$ 6,204.35	\$ 1,548.93	\$ 2,768.53	\$ 1,847.07	\$ 634.67	\$ 406.84	\$ 284.38	\$ 16,138.31	\$ -	\$ -	\$ -
2025	\$ 412,429.76	\$ -	\$ -	\$ -	\$ -	\$ 6,289.55	\$ 1,570.20	\$ 2,804.52	\$ 1,872.43	\$ 645.39	\$ 412.43	\$ 288.29	\$ 16,354.86	\$ -	\$ -	\$ -
2026	\$ 418,072.57	\$ -	\$ -	\$ -	\$ -	\$ 6,375.61	\$ 1,591.69	\$ 2,842.89	\$ 1,898.05	\$ 652.19	\$ 418.07	\$ 292.23	\$ 16,578.63	\$ -	\$ -	\$ -
2027	\$ 423,771.80	\$ -	\$ -	\$ -	\$ -	\$ 6,462.52	\$ 1,613.88	\$ 2,881.65	\$ 1,923.92	\$ 661.08	\$ 423.77	\$ 296.22	\$ 16,804.63	\$ -	\$ -	\$ -
2028	\$ 429,528.03	\$ -	\$ -	\$ -	\$ -	\$ 6,550.30	\$ 1,636.30	\$ 2,920.79	\$ 1,950.06	\$ 670.06	\$ 429.53	\$ 300.24	\$ 17,032.89	\$ -	\$ -	\$ -
2029	\$ 435,341.82	\$ -	\$ -	\$ -	\$ -	\$ 6,639.96	\$ 1,659.43	\$ 2,960.32	\$ 1,976.45	\$ 679.13	\$ 435.34	\$ 304.30	\$ 17,263.44	\$ -	\$ -	\$ -
2030	\$ 441,213.75	\$ -	\$ -	\$ -	\$ -	\$ 6,729.51	\$ 1,679.79	\$ 3,000.25	\$ 2,003.11	\$ 689.29	\$ 441.21	\$ 308.41	\$ 17,496.29	\$ -	\$ -	\$ -
2031	\$ 447,144.40	\$ -	\$ -	\$ -	\$ -	\$ 6,819.95	\$ 1,702.37	\$ 3,040.59	\$ 2,030.04	\$ 697.55	\$ 447.14	\$ 312.55	\$ 17,731.47	\$ -	\$ -	\$ -
2032	\$ 453,134.35	\$ -	\$ -	\$ -	\$ -	\$ 6,910.30	\$ 1,728.17	\$ 3,081.31	\$ 2,057.23	\$ 706.89	\$ 453.13	\$ 316.74	\$ 17,969.00	\$ -	\$ -	\$ -
2033	\$ 459,184.20	\$ -	\$ -	\$ -	\$ -	\$ 7,002.56	\$ 1,748.21	\$ 3,122.45	\$ 2,084.70	\$ 716.33	\$ 459.18	\$ 320.97	\$ 18,208.90	\$ -	\$ -	\$ -
2034	\$ 465,294.56	\$ -	\$ -	\$ -	\$ -	\$ 7,095.74	\$ 1,771.47	\$ 3,164.00	\$ 2,112.44	\$ 725.86	\$ 465.29	\$ 325.24	\$ 18,451.21	\$ -	\$ -	\$ -
2035	\$ 471,465.01	\$ -	\$ -	\$ -	\$ -	\$ 7,189.86	\$ 1,794.97	\$ 3,205.97	\$ 2,140.46	\$ 735.49	\$ 471.47	\$ 329.55	\$ 18,695.94	\$ -	\$ -	\$ -
2036	\$ 477,699.18	\$ -	\$ -	\$ -	\$ -	\$ 7,284.91	\$ 1,818.70	\$ 3,248.35	\$ 2,168.75	\$ 745.21	\$ 477.70	\$ 333.91	\$ 18,943.11	\$ -	\$ -	\$ -
2037	\$ 483,994.68	\$ -	\$ -	\$ -	\$ -	\$ 7,380.92	\$ 1,842.66	\$ 3,291.16	\$ 2,197.34	\$ 755.03	\$ 483.99	\$ 338.31	\$ 19,192.76	\$ -	\$ -	\$ -
TOTAL CAPTURED TAXES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124,706.04	\$ 31,133.17	\$ 55,606.63	\$ 37,125.60	\$ 12,756.81	\$ 8,177.44	\$ 5,716.03	\$ 324,276.76	\$ -	\$ -	\$ -

1. County summer

2. County winter

Table 5
Estimated Reimbursement Schedule
K3 Property Redevelopment

Year	Incremental Taxes Capturable	K3 Property, LLC (Local)	City of Mason (Local)	Brownfield Redevelopment Fund	Administrative Fee (5% of available tax increment)	Allocated back to Local Taxing Jurisdictions (if applicable)	Local Brownfield Revolving Fund (5% of Eligible Activities, amortized over five years)
2018	\$ -	\$ 6,500.00	\$ -	\$ -	\$ -		\$ 2,917.41
2019	\$ 15,058.04	\$ 6,500.00	\$ 4,887.72	\$ -	\$ 752.90		\$ 2,917.41
2020	\$ 15,268.83		\$ 11,587.98	\$ -	\$ 763.44		\$ 2,917.41
2021	\$ 15,481.74		\$ 11,790.24	\$ -	\$ 774.09		\$ 2,917.41
2022	\$ 15,696.77		\$ 11,994.52	\$ -	\$ 784.84		\$ 2,917.41
2023	\$ 15,913.96		\$ 12,200.85	\$ -	\$ 795.70		\$ 2,917.41
2024	\$ 16,133.31		\$ 15,326.65	\$ -	\$ 806.67		
2025	\$ 16,354.86		\$ 15,537.12	\$ -	\$ 817.74		
2026	\$ 16,578.63		\$ 15,749.69	\$ -	\$ 828.93		
2027	\$ 16,804.63		\$ 15,964.40	\$ -	\$ 840.23		
2028	\$ 17,032.89		\$ 16,181.25	\$ -	\$ 851.64		
2029	\$ 17,263.44		\$ 16,400.26	\$ -	\$ 863.17		
2030	\$ 17,496.29		\$ 16,621.47	\$ -	\$ 874.81		
2031	\$ 17,731.47		\$ 16,844.89	\$ -	\$ 886.57		
2032	\$ 17,969.00		\$ 17,070.55	\$ -	\$ 898.45		
2033	\$ 18,208.90		\$ 17,298.46	\$ -	\$ 910.45		
2034	\$ 18,451.21		\$ 17,528.65	\$ -	\$ 922.56		
2035	\$ 18,695.94		\$ 17,761.14	\$ -	\$ 934.80		
2036	\$ 18,943.11		\$ 17,995.96	\$ -	\$ 947.16		
2037	\$ 19,192.76		\$ 12,232.28	\$ -	\$ 959.64	\$ 6,000.84	
Totals	\$ 324,275.76	\$ 6,500.00	\$ 280,974.08	\$ -	\$ 16,213.79	\$ 6,000.84	\$ 14,587.05

Table 6
Interest Calculation
K3 Property Redevelopment

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
principal	\$ 211,519.70	\$ 216,807.69	\$ 217,340.16	\$ 211,185.68	\$ 204,675.08	\$ 197,797.44	\$ 190,541.53	\$ 179,978.42	\$ 168,940.76	\$ 157,414.59
interest	\$ 5,287.99	\$ 5,420.19	\$ 5,433.50	\$ 5,279.64	\$ 5,116.88	\$ 4,944.94	\$ 4,763.54	\$ 4,499.46	\$ 4,223.52	\$ 3,935.36
payment	\$ -	\$ 4,887.72	\$ 11,587.98	\$ 11,790.24	\$ 11,994.52	\$ 12,200.85	\$ 15,326.65	\$ 15,537.12	\$ 15,749.69	\$ 15,964.40
	\$ 216,807.69	\$ 217,340.16	\$ 211,185.68	\$ 204,675.08	\$ 197,797.44	\$ 190,541.53	\$ 179,978.42	\$ 168,940.76	\$ 157,414.59	\$ 145,385.55

Table 6
Interest Calculation
K3 Property Redevelopment

2028	2029	2030	2031	2032	2033	2034	2035	2036	2037 Total Interest
\$ 145,385.55	\$ 132,838.95	\$ 119,759.66	\$ 106,132.17	\$ 91,940.59	\$ 77,168.55	\$ 61,799.31	\$ 45,815.64	\$ 29,199.89	\$ 11,933.93
\$ 3,634.64	\$ 3,320.97	\$ 2,993.99	\$ 2,653.30	\$ 2,298.51	\$ 1,929.21	\$ 1,544.98	\$ 1,145.39	\$ 730.00	\$ 298.35
\$ 16,181.25	\$ 16,400.26	\$ 16,621.47	\$ 16,844.89	\$ 17,070.55	\$ 17,298.46	\$ 17,528.65	\$ 17,761.14	\$ 17,995.96	\$ 12,232.28
\$ 132,838.95	\$ 119,759.66	\$ 106,132.17	\$ 91,940.59	\$ 77,168.55	\$ 61,799.31	\$ 45,815.64	\$ 29,199.89	\$ 11,933.93	\$ -

ATTACHMENTS

Notice of Public Hearing

Notice to Taxing Jurisdictions

Resolution Supporting a Brownfield Plan – City of Mason

Resolution Approving a Brownfield Plan – Ingham County



Introduced: Brown
Second: Droscha

**CITY OF MASON
CITY COUNCIL RESOLUTION 2020-18**

**APPROVE INGHAM COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
AMENDMENT FOR THE K3 PROPERTY**

June 15, 2020

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 properties within the County; and

WHEREAS, the ICBRA and the Board of Commissioners adopted a Brownfield Plan on April 11, 2017 for a property in the City of Mason with tax ID numbers 33-19-10-08-476-012 and 33-19-10-08-476-010; and

WHEREAS, the cost identified in the Brownfield Plan were exceeded necessitating an Amendment to the Plan in order that the City of Mason is fully reimbursed for its eligible costs; and

WHEREAS, the Brownfield Plan Amendment meets the requirements for a Brownfield Plan established in Section 13 of the Act; and

WHEREAS, the taxing jurisdictions that will be affected by this Plan Amendment have been or will be duly notified about the fiscal and economic implications of the proposed changes to the Plan.

BE IT HEREBY RESOLVED, that the City of Mason does hereby recommend adoption of the Brownfield Plan Amendment by the ICBRA and the Ingham County Board of Commissioners.

BE IT FURTHER RESOLVED, the Mason City Council authorizes a budget amendment of \$5,200 to allow for the plan amendment expenditure out of the Water and Sewer Fund; and

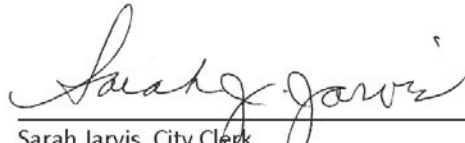
BE IT FURTHER RESOLVED, the Mason City Council authorizes the City Manager to execute any related documents to implement this action.

Yes (6) Brown, Droscha, Ferris, Madden, Schaffer, Whipple

No (0)

Absent (1) Vogel

CLERK'S CERTIFICATION: I hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Mason City Council at its regular meeting on June 15, 2020, the original of which is part of the Council's minutes.



Sarah Jarvis, City Clerk
City of Mason, County of Ingham

TO: INGHAM COUNTY BOARD OF COMMISSIONERS

FROM: LANSING ECONOMIC AREA PARTNERSHIP

DATE: TUESDAY, AUGUST 4, 2020

RE: ADVANCEMENT OF LANSING REGION'S MEDTECH ECOSYSTEM, EDA GRANT OPPORTUNITY

BACKGROUND

In wake of the COVID-19 pandemic, Lansing Economic Area Partnership (LEAP) has facilitated numerous immediate economic response initiatives. By the end of September, approximately \$7.3 million in grants and loans will have been competitively awarded to hurting small businesses across Clinton, Eaton and Ingham counties. Yet, the challenges faced are still present and demand LEAP and its partners to deliver more support, especially within the region's healthcare ecosystem.

LEAP's business attraction strategy targets key industry clusters for economic growth in the Lansing tri-county region. A specific cluster of focus in recent years, and now given the COVID-19 pandemic, is MedTech, Accelerator and Life Sciences, or simply put, medtech. This cluster is inclusive of the entire value chain of technology and manufacturing that supports and advances healthcare. Medtech is driving exciting innovations, with medtech companies in our region trailblazing on multiple fronts across the United States and world. More information at www.purelansing.com/medtech.

As home to one of the world's leading research universities (Michigan State University), the Lansing region has an international presence in cutting-edge medical research, and a growing industry cluster with distinguished strength in Medical Isotopes, Biotechnology and Medical Devices.

Lansing's medtech cluster is poised for tremendous growth given our knowledge-based assets, pipeline of industry-honed talent and some massive healthcare investments currently underway. Recognizing so in early 2020 and with the mission to enhance the industry here, LEAP mobilized a MedTech Advisory Group of leaders in healthcare, industry, education, government and research and development, chaired by MSU's EVP of Health Sciences, Dr. Norman Beauchamp, and Niowave's President Mike Zamiara.

In March, the MedTech Advisory Group shifted its focus towards real-time solutions for COVID-19's effect on the healthcare systems and medical supply chain, successfully connecting area health system leadership and supply chain executives directly with area manufacturers capable of manufacturing essential personal protective equipment (PPE) and other medical supplies, developing new decontamination processes, and furthering other innovations.

As COVID-19 lingers on, accompanied by economic and medical ambiguities, LEAP believes more concentrated efforts now in accelerating a diverse, robust and collaborative Medtech ecosystem will produce indispensable industry innovation and economic resiliency for our region and beyond.

PROJECT OVERVIEW

LEAP intends to apply for Economic Development Administration (EDA) CARES Act Recovery Assistance grant funding, in partnership with its MedTech Advisory Group and subsidiary PROTO Accelerator, and MSU Foundation's Spartan Innovations and Conquer Accelerator. CARES Act funds were appropriated under the Economic Adjustment Assistance Program to advance economic development in communities negatively affected by COVID-19.

LEAP and MSU Foundation are preparing a multi-faceted grant request just north of \$1 million to advance the Lansing Region MedTech Ecosystem through the following core economic development programming:

- Business Attraction
 - Economic health resiliency strategy
 - Healthcare supply chain and medtech cluster research analysis
 - Marketing strategy emphasizing reshoring, foreign direct investment attraction and diversification of medtech manufacturing
 - Branding, digital content creation and web integration
- Healthcare and Medtech Innovation Ecosystem
 - Corporate innovation programming via PROTO Accelerator with focus on medtech industry vertical, specifically that of emerging small businesses based on innovations related to COVID-19 response and recovery. PROTO will engage with established corporations to create pathways for commercialization and market share, becoming the first partnership of its kind between Michigan's medical industry and the global startup community.
 - MSU's Conquer Accelerator establishment of a pipeline of university related medtech startups that will further spur collective engagement from students, researchers and faculty.

REQUEST

Michigan Economic Development Corporation (MEDC) is accepting applications to provide matching funds required as part of the EDA CARES Act Recovery Assistance grant application (EDA application).

LEAP and MSU Foundation's staff time is covering the entirety of the 20% required match (no Ingham County Match required), though matching cash in addition to staff time strengthens the overall EDA application. Through its Community Development Block Grant program, MEDC will contribute half of the 20% match required by the EDA, not to exceed \$250,000 (i.e. \$125,000 in cash and \$125,000 in staff time).

All Michigan Units of General Local Government, both entitlement and non-entitlement jurisdictions, are eligible to apply. As an integral regional partner, home to Michigan State University, pioneering companies and key municipalities, LEAP requests to collaborate with Ingham County in applying for the MEDC matching funds. Ingham County would be the official applicant and fiduciary for the MEDC application at no additional cost to the County, as LEAP would manage the MEDC grant administration under the auspices of its current contract managing the Ingham County Economic Development Corporation.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPLY FOR STATE MATCHING FUNDS FOR EDA CARES ACT
RECOVERY ASSISTANCE GRANT APPLICATION**

WHEREAS, the U.S. Economic Development Administration (EDA) was appropriated CARES Act funding to its Economic Adjustment Assistance program (EDA CARES Act Recovery Assistance) to advance economic development in communities negatively affected by COVID-19; and

WHEREAS, the Lansing Economic Area Partnership (LEAP) intends to apply for EDA CARES Act Recovery Assistance funding, in partnership with Michigan State University Foundation; and

WHEREAS, LEAP and MSU Foundation's EDA CARES Act Recovery Assistance grant application (the "EDA application") focuses on advancing the Lansing region's medical technology, accelerator and life sciences industry cluster, commonly known as medtech, to enhance the Lansing region's economic health resiliency and medtech innovation ecosystem in response to COVID-19; and

WHEREAS, the EDA application requires a 20% funding match, cash or in-kind; and

WHEREAS, the Michigan Economic Development Corporation (MEDC) is accepting applications (the "MEDC application") to provide half of the required 20% match for the EDA application, complementing LEAP and MSU Foundation's matching in-kind staff time; and

WHEREAS, the MEDC application is open to all Michigan units of general local governments, including non-entitlement jurisdictions, on a rolling basis through its Community Development Block Grant program; and

WHEREAS, Ingham County is an eligible Michigan unit of general local government, home to one of the world's top research universities (Michigan State University), leading industry-honed talent, and a growing industry cluster of distinguished medical isotope, biotechnology and medical device innovators; and

WHEREAS, LEAP and MSU Foundation request to collaborate with Ingham County in applying for the MEDC matching funds in pursuit of EDA CARES Act Recovery Assistance grant funding, where Ingham County would be the official applicant and fiduciary for the MEDC application, managed by LEAP under the auspices of its current Economic Development Corporation contraction; and

WHEREAS, Ingham County is not liable to provide any matching funds; and

WHEREAS, Ingham County's participation and leadership in pursuing MEDC matching cash would strengthen the EDA CARES Act Recovery Assistance grant application and ultimately provide the Lansing region a better opportunity to advance economic development in communities negatively affected by COVID-19.

THEREFORE BE IT RESOLVED, that the Board of Commissioners of the County of Ingham authorizes staff to apply for and accept, if awarded, Michigan Economic Development Corporation EDA Grant Matching Funds in pursuit of matching funds for Lansing Economic Area Partnership and MSU Foundation's EDA CARES Act Recovery Assistance grant application.

BE IT FURTHER RESOLVED, that the Board of Commissioners of the County of Ingham authorizes staff to receive the funds, create the necessary accounts, and make necessary transfers in accordance with the requirements of the grantor.

BE IT FURTHER RESOLVED, that should any section, clause or phrase of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid and all resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

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

Introduced by the County Services and Finance Committees:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO UTILIZE THE COUNTY'S OPTION TO ACQUIRE
TAX FORECLOSED PROPERTY**

WHEREAS, the Ingham County Treasurer is acting as the foreclosing governmental unit under P.A. 123 of 1999; and

WHEREAS, the General Property Tax Act (PA123 of 1999), allows a county, under MCL 211.78m(1), to purchase tax foreclosed property for the minimum bid which is defined in statute; and

WHEREAS, the County Board of Commissioners wishes to utilize its local option to acquire tax foreclosed property not otherwise optioned by the State of Michigan or other local units of government; and

WHEREAS, the Ingham County Land Bank Authority (the "Authority") discussed at their July 20, 2020 meeting to request the County to acquire certain properties that meet the criteria outlined in the Authority's Priorities.

THEREFORE BE IT RESOLVED, that the Board of Commissioners requests the County Treasurer, acting as the Foreclosing Governmental Unit, to accept the minimum bid in the name of Ingham County for certain properties identified in the attached list, subject to local and state option and other deletions as required by statute and Land Bank Priorities, Policies and Procedures.

BE IT FURTHER RESOLVED, that acquisition cost shall be covered by the Ingham County Land Bank Authority.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign any necessary documents as approved to form by the County Attorney to convey said properties to the Authority.

PARCEL	ADDRESS	FRC Date	PROPERTY CLASS	FRC AMOUNT
33-01-01-04-103-171	3419 Turner St	7/1/2020	Residential	13,448.79
33-01-01-05-182-141	1519 Biltmore St	7/20/2020	Residential	9,431.16
33-01-01-06-127-231	3017 Sheffer Ave	7/20/2020	Residential	5,748.14
33-01-01-08-229-071	1540 Roosevelt Ave	7/1/2020	Residential	12,636.22
33-01-01-08-279-062	1428 Knollwood Ave	7/20/2020	Residential	11,115.46
33-01-01-08-378-211	Comfort St	7/20/2020	Residential Vac	7,238.20
33-01-01-08-481-021	744 N M L King Jr Blvd	7/20/2020	Residential	9,320.60
33-01-01-09-277-071	409 Pearl St	7/20/2020	Residential	13,846.31
33-01-01-09-360-191	831 N Chestnut St	7/20/2020	Residential	17,220.98
33-01-01-09-376-031	922 N Walnut St	7/1/2020	Residential	29,984.08
33-01-01-10-153-151	1516 Ballard St	7/1/2020	Residential	4,876.57
33-01-01-10-354-162	909 E Saginaw	7/20/2020	Commerical	17,859.41
33-01-01-10-376-141	1033 May St	7/20/2020	Residential	10,870.35
33-01-01-10-377-231	819 Cleveland St	7/1/2020	Residential	24,969.90
33-01-01-10-378-191	715 Johnson Ave	7/1/2020	Residential	5,891.51
33-01-01-14-151-181	217 N Fairview Ave	7/1/2020	Residential	24,955.86
33-01-01-14-353-141	428 S Magnolia Ave	7/20/2020	Residential	6,508.59

33-01-01-14-354-131	422 S Hayford Ave	7/20/2020	Residential	4,660.37
33-01-01-14-376-091	410 S Francis Ave	7/1/2020	Residential Vac	9,511.80
33-01-01-14-380-141	642 S Francis Ave	7/20/2020	Residential	4,271.57
33-01-01-15-378-191	1119 Bement St	7/20/2020	Residential	13,963.40
33-01-01-15-452-031	409 Clifford St	7/1/2020	Residential	6,191.31
33-01-01-15-453-041	(Vac) Clifford St	7/1/2020	Residential Vac	1,383.65
33-01-01-15-453-051	519 Clifford St	7/1/2020	Residential	23,285.87
33-01-01-16-457-151	329 E Hillsdale St	7/20/2020	Residential	6,284.55
33-01-01-17-228-321	915 W Lapeer St 1	7/1/2020	Residential	12,649.32
33-01-01-17-401-312	S M L King Jr Blvd	7/20/2020	Residential Vac	5,048.60
33-01-01-17-401-501	1233 W Michigan	7/20/2020	Residential	10,453.65
33-01-01-21-205-006	927 S Grand Ave	7/1/2020	Residential	7,004.50
33-01-01-21-455-010	1919 S Washington Ave	7/20/2020	Residential	17,044.01
33-01-01-22-206-261	1338 Gray St	7/20/2020	Residential	5,670.21
33-01-01-22-252-021	1107 Bensch St	7/20/2020	Residential	10,127.20
33-01-01-22-281-022	(Vac) Allen St	7/1/2020	Residential Vac	55,176.76
33-01-01-22-308-151	(Vac) Baker St	7/1/2020	Residential Vac	2,261.42

33-01-01-23-103-001	(Vac) Harton St	7/1/2020	Residential Vac	791.36
33-01-01-23-107-012	(Vac) Walsh St	7/1/2020	Residential Vac	828.70
33-01-01-27-115-031	2213 Donora St	7/20/2020	Residential	17,415.85
33-01-01-31-479-261	4912 Pleasant Grove Rd	7/20/2020	Residential	6,677.86
33-01-05-05-151-037	(Vac) Hughes Rd	7/1/2020	Residential Vac	1,907.18
33-01-05-06-478-111	6024 Pheasant Ave	7/1/2020	Residential	21,333.55
33-01-05-08-280-011	1001 W Edgewood Blvd	7/1/2020	Residential	16,045.78
33-01-05-09-178-010	6329 Rosedale Rd	7/20/2020	Residential	6,780.27
33-01-05-09-251-231	(Vac) Gardenia Ave	7/1/2020	Residential Vac	1,790.63
33-02-02-15-100-010	Nemoke	7/20/2020	Commerical Vac	2,043.19
33-02-02-24-478-001	(Vac) Meridian	7/1/2020	Residential Vac	2,680.29
33-02-02-26-176-009	1312 Hatch	7/20/2020	Residential	12,962.23
33-06-06-15-400-012	1506 Holt	7/20/2020	Residential	10,565.13
33-15-15-10-400-011	1398 Catholic Church Rd	7/1/2020	Residential Vac	7,779.40
33-15-15-20-100-012	4219 Meridian Rd	7/1/2020	Residential Vac	36,459.99
33-16-16-21-300-009	3495.5 Morton Rd	7/20/2020	Residential	7,208.26
33-17-14-21-328-015	414 Pennsylvania	7/20/2020	Residential	3,698.01
33-17-14-28-127-004	Franklin	7/20/2020	Residential Vac	3,297.31
33-17-14-28-127-005	Franklin	7/20/2020	Residential Vac	2,235.24

33-20-02-18-208-009	631 Lexington Ave	7/1/2020	Residential Vac	34,062.10
33-21-01-14-454-003	512 S Detroit St	7/20/2020	Commerical Vac	1,858.84
33-21-01-14-454-004	512 S Detroit St	7/20/2020	Residential	4,218.08
33-21-01-14-454-005	516 S Detroit St	7/20/2020	Residential	4,124.48
33-21-01-18-207-011	318 N Catherine St	7/20/2020	Residential	5,016.50
33-25-05-11-355-012	Aurelius Rd	7/20/2020	Residential Vac	1,803.22
33-25-05-12-277-005	College Rd	7/20/2020	Residential Vac	2,266.41
33-25-05-15-126-014	Willoughby Rd	7/20/2020	Commerical Vac	4,036.36
33-25-05-22-351-011	1532 Eifert Rd	7/20/2020	Residential	14,807.28
33-25-05-26-200-016	Cedar St	7/20/2020	Commerical Vac	6,583.57

TO: Ingham County Board of Commissioners

FROM: George M. Strander
Court Administrator, 30th Circuit Court

CC: Hon. Richard J. Garcia, Chief Judge, 30th Circuit Court
Jim Hudgins, Purchasing Director

DATE: July 22, 2020

RE: Emergency Purchase Order for Jury Trials

The COVID crisis has changed how many aspects of our courts must operate, and perhaps no aspect so much as jury trials. For months, as various court functions morphed into some form of social distancing or Zoom hearing, a moratorium on jury trials was in place. How to conduct jury selection, with voir dire, and allow for the concentration of jurors and other individuals necessary, was a question for which no one had a good answer.

As courts have progressed into higher phases of capacity, and as different ideas about the conduct of jury trial have been considered, the Michigan Supreme Court is now in a position to allow jury trials in some courts as long as certain safeguards are met.

The 30th Circuit Court is in a position to hold jury trials in two courtrooms in the next several weeks, the first trial set for the week of July 27. Certain changes in these courtrooms are necessary in order to meet all safeguards:

- Some jurors can sit in the normal jury box, but with social distancing and appropriate Plexiglas shields in place.
- One side of the gallery in the back half of each courtroom (typically used by the public) must be used to seat the rest of the jury, suitably socially distanced. Microphones, a juror speaker, and a monitor displaying what is on the wall-mounted screen in the front of the courtroom, are all necessary to allow these jurors in back to participate appropriately.
- Defense and Prosecution tables must be shifted away from the jury side of the courtroom so that no juror is in a position to peer over the shoulder of either attorney and gain information not necessarily presented or admitted into evidence. This shifting requires underfloor cabling to be extended.

We have reached out to Thalner Laboratories (TeL) for a quote on installing the temporary microphones, providing the monitor and juror speaker, and extending the cabling for the counsel tables. We have worked with TeL for several years on all aspects of technology upgrades to courtrooms. They have proven to be both skilled and dependable.

TeL's charge to provide what is needed for each courtroom is \$8,513.18 – the total for doing both is \$17,026.36. Given the exigent nature of the need, I am requesting an emergency purchase order not to exceed \$17,026.36 in order to provide the technological changes necessary for two courtrooms to conduct jury trials.

TO: Ingham County Board of Commissioners

FROM: George M. Strander
Court Administrator, 30th Circuit Court

CC: Hon. Richard J. Garcia, Chief Judge, 30th Circuit Court
Jim Hudgins, Purchasing Director

DATE: July 29, 2020

RE: Emergency Purchase Order for Jury Trials

We have asked for and received an earlier emergency purchase order to provide needed technology to two courtrooms for the purpose of conducting jury trials with social distancing and suitable barriers. In those two courtrooms the judges plan to socially distance jurors in the existing jury box and seat the rest of the jury socially-distanced back from the jury box into the area typically used by spectators. A third judge, with a jury trial scheduled for around September 8, is physically expanding the existing jury box to allow for greater spacing of seats and less claustrophobia with the use of front and side barriers. This expansion has required the issuance of its own emergency purchase order as outlined below.

Facilities reached out to three contractors for bids on physically extending the jury box. Two – Trumble and Laux – indicated they were unable to do the work, and a third – Moore Trosper – provided a bid for \$22,980 to build and install a jury box platform extension of a little less than six feet, extend both interior and exterior jury box walls, stain and carpet as necessary, and reinstall the moved jury wall and gate. An emergency purchase order for that amount, approved by both the Controller's Office and the Purchasing Director, was issued to complete the job so the judge's courtroom can be retrofitted for jury trials.

Agenda Item 6a

[County Board]

Adoption Copy
(Ingham County Justice Complex)

RESOLUTION APPROVING CONTRACT OF LEASE

At a regular meeting of the Ingham County Board of Commissioners (the "Board") held on the 25th day of August, 2020, at 6:30 p.m., Michigan time, conducted virtually via Zoom due to COVID-19 health concerns and in accordance with Executive Order No. 2020-154.

PRESENT: _____

ABSENT: _____

The County Clerk presented a proposed Contract of Lease between the Ingham County Building Authority (the "Authority") and the County of Ingham (the "County") relative to the construction, furnishing and equipping of a new 165,000 square foot County Justice Complex to be located at or adjacent to 700 Buhl Street, Mason, Michigan 48854, together with associated facilities, equipment, and site improvements (collectively, the "Project"), to be used by the County as County Sheriff's offices, the District Court and the County Jail.

After discussion of the Contract of Lease the following resolution was offered by Commissioner _____ and seconded by Commissioner _____:

WHEREAS, pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (hereinafter referred to as "Act 31"), the County, has heretofore authorized and directed the incorporation of the Authority; and

WHEREAS, the Ingham County Board of Commissioners previously adopted a resolution on June 9, 2020 (the "Resolution of Intent") stating the intent of the County to enter into a contract of lease and authorizing publication of a notice of intent (the "Notice of Intent"); and

WHEREAS, the Notice of Intent was published on or about June 19, 2020, which notice included the right of referendum; and

WHEREAS, a form of contract of lease was attached to the Resolution of Intent and is on file with the County Clerk; and

WHEREAS, a proposed Contract of Lease between the Authority and the County has been prepared and presented at this meeting (Exhibit A), which Contract of Lease is substantially in the form of the contract of lease attached to the Resolution of Intent; and

WHEREAS, it is necessary and desirable for the County to enter into the proposed Contract of Lease with the Authority; and

NOW, THEREFORE, BE IT RESOLVED BY THE INGHAM COUNTY BOARD OF COMMISSIONERS, as follows:

1. The Contract of Lease is hereby approved and the Chairperson is directed to execute the Contract of Lease on behalf of the County and to deliver the same to the Authority no earlier than 60 days after the Notice of Intent was published and only if the applicable referendum period has expired without the filing of sufficient petitions requesting a referendum, with such changes which are not materially adverse to the County. Changes to the not to exceed amount of bonds and the length of the term of the Contract of Lease are deemed not materially adverse, provided that the overall not to exceed principal amount of \$69,000,000 is not exceeded and the initial stated term of the Contract of Lease does not extend beyond May 2, 2039.

2. The Chairperson shall execute and deliver as many copies of the Contract of Lease as he in his discretion shall deem necessary or desirable.

3. A copy of the Contract of Lease this day presented to the Commissioners shall be attached to the minutes of this meeting and placed on file in the office of the County Clerk.

4. The Interim Controller/Administrator, the County Treasurer and the Chief Deputy Treasurer are authorized severally and jointly to execute on behalf of the County (i) a certificate of the County to comply with the requirements for a continuing disclosure undertaking of the County, if necessary, pursuant to subsection (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, and (ii) amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"). The County covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. The remedies for any failure of the County to comply with and carry out the provisions of the Continuing Disclosure Certificate shall be as set forth in the Continuing Disclosure Certificate.

5. All resolutions and parts of resolutions insofar as they may be in conflict herewith are rescinded.

YEAS: _____

NAYS: _____

ABSTENTIONS: _____

RESOLUTION ADOPTED.

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

Dated: _____, 2020

Barb Byrum, Ingham County Clerk

EXHIBIT A
CONTRACT OF LEASE

4826-6015-2252 v4 [9425-9]

CONTRACT OF LEASE

THIS FULL FAITH AND CREDIT (LIMITED TAX) GENERAL OBLIGATION CONTRACT OF LEASE made as of September __, 2020, by and between the INGHAM COUNTY BUILDING AUTHORITY (sometimes hereinafter referred to as the "Authority"), a building authority organized and existing under and pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, (sometimes hereinafter referred to as "Act 31"), and the COUNTY OF INGHAM, a county organized and existing under the Constitution and laws of the State of Michigan (sometimes hereinafter referred to as the "County").

W I T N E S S E T H:

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

WHEREAS, the County desires to construct, furnish and equip a new 165,000 square foot County Justice Complex to be located at or adjacent to 700 Buhl Street, Mason, Michigan 48854, together with associated facilities, equipment, and site improvements (collectively, the "Project"), to be used by the County as County Sheriff's offices, the District Court and the County Jail; and

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

WHEREAS, an estimate of 40 years and upwards as the period of usefulness of the Project and an estimate of \$79,000,000 as the cost of the Project (of which approximately \$69,000 will be paid from proceeds of the bonds of the Authority) have been prepared and have been filed with the County Clerk and the Secretary of the Authority; and

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

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

1. The Authority shall, as soon as practicable after the effective date of this Contract of Lease, proceed to issue its building authority bonds in one or more series in the aggregate principal amount of \$69,000,000 or such lesser amount as shall be determined by the Commission of the Authority to be necessary to defray all or part of the cost of the Project, pursuant to and in accordance with the provisions of Act 31, and shall pledge for the payment of the principal of and interest on said bonds the receipts from the cash rental payments hereinafter agreed to be paid by the County. The bonds shall be serial bonds, term bonds or a combination thereof dated as of such date as shall be determined by the Authority, shall bear interest at a rate or rates not to exceed 6% per annum and shall mature (subject to such prior redemption, if any, as may be provided in the bond authorizing resolution) on such dates and in such years as shall be determined in the resolution authorizing the issuance of the bonds. Upon receipt of the proceeds of the sale of the building authority bonds the Authority immediately shall deposit such proceeds (other than any premium, capitalized interest and accrued interest received from the

purchaser of the bonds, which shall be transferred to the bond and interest redemption fund) into a construction fund, which shall be maintained as a separate depository account and from which shall be paid the cost of the Project.

2. After the building authority bonds have been sold, the Authority shall undertake the construction, furnishing, equipping and improving of the Project.

(a)The Authority shall contract with the architect selected by the County for the Project unless the Authority objects to the contracting with the selected architect. In such event the Authority shall contract with another architect selected by the County with whom the Authority has no objections. All final plans and specifications prepared by the architect and the total project budget shall be reviewed and approved by the County before commencement of construction. The final plans and specifications and the total project budget shall also require approval of the Authority, which approval shall not be unreasonably withheld.

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

(c)The cost estimate and the estimated period of usefulness for the Project, both of which heretofore have been filed with the County Clerk and the Secretary of the Authority, are approved and adopted. The cost of the Project shall include not only the direct costs of constructing, furnishing, equipping and improving the Project but all other costs including, without limitation, all architectural, engineering, construction management, moving, financial,

legal, printing and publishing costs and expenses incidental to the Project and to the issuance of the building authority bonds.

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

4. If, after completion of the Project, moneys remain in the construction fund, such moneys shall be considered to be an unexpended balance of the proceeds of the sale of the bonds. Any unexpended balance of the proceeds of the sale of the bonds remaining after completion of the Project may be used to improve or enlarge the Project or for other Projects of the Authority leased to the County if such use is approved by the Michigan Department of Treasury, if required by law, and by the County. Any unexpended balance not so used shall be paid into the bond and

interest redemption fund and the County shall receive a credit against the cash rental payments next due under this Contract of Lease to the extent of the moneys so deposited in the manner provided in the resolution authorizing the bonds.

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

6. The Authority hereby leases the Project and the Site described on Exhibit A to the County for a term commencing on the effective date of this Contract of Lease and ending on May 2, 2038, or such earlier or later date as hereinafter provided. Possession of the Project shall vest in the County upon completion of construction of the Project. When all of the building authority bonds issued by the Authority to finance the Project have been retired, the Authority shall convey to the County all of its right, title and interest in the Project and any lands, air space, easements or rights-of-way appertaining thereto. Upon such conveyance by the Authority to the County, this Contract of Lease and the leasehold term shall terminate and the Authority shall have no further interest in, or obligations with respect to, the Project.

7. The County hereby agrees to pay to the Authority as cash rental for the Project herein leased to it by the Authority such periodic amounts as shall be sufficient to enable the Authority to pay the principal of and interest on the building authority bonds to be issued by the

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

8. The County may pay in advance to the Authority any cash rental payments herein required to be made and in such event shall be credited therefor upon future-due cash

rental payments as the County shall direct. Any such advance payments, if the County shall so direct, shall be used by the Authority to redeem or purchase bonds prior to maturity when and to the extent possible and to pay the interest thereon and any call premiums applicable thereto. Any such advance payments shall be deposited in the bond and interest redemption fund of the Authority. The County also shall have the right to purchase bonds on the open market and to surrender the same to the Authority at any time. In the event that any bonds are redeemed or purchased and surrendered as above provided, the respective amounts which otherwise would have been payable as semiannual interest thereon shall be credited upon the cash rental payments otherwise required to be made on the cash rental payment dates next preceding such semiannual interest payment dates and the principal amount of such bonds shall be credited upon the cash rental payments otherwise required to be made on the cash rental payment dates next preceding the maturity dates of the bonds. Any bonds redeemed, purchased or surrendered shall be cancelled.

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

10. The County shall, at its own expense, operate and maintain the Project and shall keep the same in good condition and repair. The County may contract for the operation and maintenance of the Project or any part of the Project by a private party. Operation and maintenance shall include (but not be limited to) the providing of all personnel, equipment and facilities, all air conditioning, light, power, heat, telephone, water, sewage disposal, storm

drainage and all other personnel services, equipment and supplies, of whatever nature, as shall be necessary or expedient for the operation and maintenance of the Project. Premiums for insurance required to be carried upon or with respect to the Project or the use thereof and taxes levied upon either party hereto on account of the ownership or use thereof or rentals or income therefrom likewise shall be deemed operation and maintenance expenses. The obligation of the County to pay all costs and expenses of the operation and maintenance of the Project shall be a limited tax general obligation of the County.

11. The County shall provide, at its own expense, fire and extended coverage, malicious mischief and vandalism insurance in an amount which is at least equal to the amount of the building authority bonds outstanding from time to time or to the amount of the full replacement cost of the Project if that amount be less than the amount of bonds outstanding. Such insurance shall be payable to the County and the Authority as their interests may appear and shall be made effective from the date of issuance of the building authority bonds described in Section 1 or commencement of construction of the Project, whichever is later. In the event of the partial or total destruction of the Project during or after construction, or if the Project is for any reason made unusable, the cash rental payments as provided in Section 7 hereof shall continue unabated. The County shall have the option to use the proceeds of insurance, in the event of loss or damage to the Project, for the repair or restoration of the Project. If the County shall determine not to use the proceeds of insurance for the repair or restoration of the Project the amount of such insurance proceeds shall be paid to the Authority and by it deposited in the bond and interest redemption fund and the County shall receive appropriate credits on future cash rental payments due.

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

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

14. The County, in its sole discretion, may install or construct in or upon, or may remove from the Project, any equipment, fixtures or structures and may make any alterations or structural changes as it may desire, but the County shall not make any permanent alterations to the Project that will affect adversely the security for the building authority bonds to be issued by the Authority or the prompt payment of the principal of or interest on such bonds.

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

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

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

18. Additional building authority bonds of equal standing with the bonds herein authorized may be issued, in addition to those for which provision is made in Section 3, for the

purpose of making improvements or additions to the Project; provided, however, that no such bonds of equal standing may be issued unless this Contract of Lease is amended or supplemented to provide for such issuance and for an increase in the cash rental payments required to be made by the County in amounts sufficient to permit payment of the principal of and interest on such additional bonds. Nothing in this Contract of Lease shall prevent the Authority from issuing building authority bonds to finance other Projects for lease to the County.

19. In the event the building authority bonds to finance the Project cannot be or are not issued by the Authority prior to December 31, 2021, the Project shall be abandoned and the County shall pay all expenses of the Authority incurred to the date of abandonment, and neither party shall have any further obligations under this Contract of Lease. The provisions of this Section 19 may be extended or waived by the parties by resolution of their respective governing bodies.

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

21. In the event there shall occur changes in the constitution or statutes of the State of Michigan which shall affect the organization, territory, powers or corporate status of the County, the terms and provisions of this Contract of Lease shall be unaffected thereby insofar as the obligation of the County to make cash rental payments is concerned. The proceeds of any sale or other liquidation of any interest of the County in the Project are hereby impressed with a

first and prior lien for payment of any outstanding building authority bonds or other obligations of the Authority incurred by reason of the Project or any additions or improvements thereto.

22. This Contract of Lease shall become effective 60 days after a notice of intention of entering into this Contract of Lease has been published in a newspaper of general circulation in the County as required by Section 8b(3) of Act No. 31; provided, however, that if a petition for a referendum requesting an election on this Contract of Lease is filed with the County Clerk within 45 days after the notice is published, signed by not less than 10% or 15,000 of the registered electors of the County, whichever is less, then this Contract of Lease shall become effective only if and when approved by a majority of the electors of the County voting thereon. This Contract of Lease shall remain in full force and effect for the period herein provided and shall terminate on May 2, 2038 or earlier, but only if and when the Authority shall have fully paid and discharged its liability with respect to the building authority bonds and any other obligations of the Authority or the County incurred with respect to the construction, furnishing and equipping of the Project. If such amounts have not been fully paid on or prior to May 2, 2038, the terms of this Contract of Lease shall continue until such amounts have been fully paid.

[Signature Page Follows]

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

Witnessed:

INGHAM COUNTY BUILDING AUTHORITY

By: _____
Mattis D. Nordfjord, Chairperson

Witnessed:

By: _____
_____, Secretary

Witnessed:

COUNTY OF INGHAM

By: _____
Bryan Crenshaw, Chairperson
County Board of Commissioners

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

By: _____
Robert D. Townsend

EXHIBIT A

The Project includes the construction, furnishing and equipping of a new 165,000 square foot County Justice Complex to be located at or adjacent to 700 Buhl Street, Mason, Michigan 48854, together with associated facilities, equipment, and site improvements to be used by the County as County Sheriff's offices, the District Court and the County Jail.

The Site for the Project is described as follows:

BEG AT A PT ON N LN CURTIS ST S 89-32-24 W 151.65 FT & N 32.3 FT
FR CEN SEC 5, W PLL E-W 1/4 LN 488.8 FT, S 41-40-00 W 258 FT, N 47-
08-00 W 646.23 FT TO NWLY R/W LN BUHL DR, S 42-24-00 W ALG R/W
TO N-S 1/8 LN OF NW 1/4 SEC 5, N 01-19-09 E ALG 1/8 LN 1238.3 FT TO
A PT 1117.27 FT S OF N SEC LN, S 89-55-18 E 1145.51 FT TO WLY R/W
LN LANSING-JACKSON RR, S 19-00-00 ALG R/W TO A PT 1187 FT N
OF E-W 1/4 LN SEC5, S 88-41-26 W 413.7 FT, S 01-55-56 W 112 FT, N 85-
05-42 E 40 FT S 19-24-33 E 1101.12 FT TOPOB EXC BUHL ST R/W SEC 5
R/W T2N R1W, CITY OF MASON. 32 AC M/L. SPLIT FROM 33-19-10-05-
176-002 FOR 2000

STATE OF MICHIGAN)
)ss
COUNTY OF INGHAM)

On this ____ day of _____, 2020, in Ingham County, Michigan, before me appeared
Mattis D. Nordfjord, the Chairperson of the Commission of the Ingham County Building
Authority, a public corporation in the State of Michigan, and, being duly sworn, did say that the
foregoing Contract of Lease was signed and sealed on behalf of said Authority by authority of its
Commission, and the said person acknowledged said instrument to be the free act and deed of
said Authority.

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

STATE OF MICHIGAN)
)ss
COUNTY OF INGHAM)

On this ____ day of _____, 2020, in Ingham County, Michigan, before me
appeared _____, the Secretary of the Commission of the Ingham County
Building Authority, a public corporation in the State of Michigan, and, being duly sworn, did say
that the foregoing Contract of Lease was signed and sealed on behalf of said Authority by
authority of its Commission, and the said person acknowledged said instrument to be the free act
and deed of said Authority.

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

STATE OF MICHIGAN)
)ss
COUNTY OF INGHAM)

On this ____ day of _____, 2020, in Ingham County, Michigan, before me appeared Bryan Crenshaw, the Chairperson of the Ingham County Board of Commissioners of the County of Ingham, Michigan, and, being duly sworn, did say that the foregoing Contract of Lease was signed and sealed on behalf of said County by authority of its Board of Commissioners, and the said person acknowledged said instrument to be the free act and deed of said County.

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

[County Board]

Adoption Copy
(Ingham County Justice Complex)

RESOLUTION APPROVING GROUND LEASE

At a regular meeting of the Ingham County Board of Commissioners (the "Board") held on the 25th day of August, 2020, at 6:30 p.m., Michigan time, conducted virtually via Zoom due to COVID-19 health concerns and in accordance with Executive Order No. 2020-154.

PRESENT: _____

ABSENT: _____

The following Resolution was offered by Commission _____
and seconded by Commissioner _____:

WHEREAS, pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Act 31"), the County of Ingham, Michigan (the "County") has authorized and directed the incorporation of the Ingham County Building Authority (the "Authority"); and

WHEREAS, a design, cost estimate and period of estimated useful life for the construction, furnishing and equipping of a new 165,000 square foot County Justice Complex to be located at or adjacent to 700 Buhl Street, Mason, Michigan 48854, together with associated facilities, equipment, and site improvements (collectively, the "Project"), to be used by the County as County Sheriff's offices, the District Court and the County Jail, and to be acquired by the Authority pursuant to the Contract of Lease approved by the Board in a resolution adopted on August 20, 2020 (the "Contract of Lease") have been prepared and presented to this Board; and

WHEREAS, under the terms of Act 31 the Authority has the power to construct, furnish and equip the Project, to lease the Project to the County for a period not exceeding 50 years, and

to finance the Project by the issuance of building authority bonds payable from the rentals received from the County for the use of the Project, all in accordance with Act 31; and

WHEREAS, a proposed Ground Lease (the "Ground Lease") between the County and the Authority has been prepared and presented to this Board for the purpose of having the County lease the lands on which the Project is located to the Authority; and

WHEREAS, it is necessary and desirable for the County to enter into the proposed Ground Lease so that the Authority may in turn lease the lands and the Project to the County pursuant to the Contract of Lease for the use of the Project, all in accordance with the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE INGHAM COUNTY BOARD OF COMMISSIONERS, that:

1. The Ground Lease is hereby approved, and the Chairperson is hereby directed to execute the Ground Lease on behalf of the County with such changes which are not materially adverse to the County and to deliver the same to the Authority.
2. The Chairperson shall execute and deliver as many copies of the Ground Lease as he shall, in his discretion, deem necessary or desirable.
3. A copy of the approved Ground Lease this day presented to the Board shall be attached to the minutes of this meeting and placed on file in the office of the County Clerk.
4. All resolutions and parts of resolutions insofar as they may be in conflict with this Resolution are rescinded.
5. This Resolution shall be effective immediately upon its adoption.

IN FAVOR: _____

AGAINST: _____

ABSTENTIONS: _____

RESOLUTION ADOPTED.

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

Dated: _____, 2020

Barb Byrum, Ingham County Clerk

GROUND LEASE

This GROUND LEASE is made and entered into as of the 1st day of September, 2020, by and between the COUNTY OF INGHAM, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and the INGHAM COUNTY BUILDING AUTHORITY (the "Authority"), a building authority organized and existing under the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Act 31").

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

WHEREAS, the County has requested the Authority to assist in the construction, furnishing and equipping of a new 165,000 square foot County Justice Complex to be located at or adjacent to 700 Buhl Street, Mason, Michigan 48854, together with associated facilities, equipment, and site improvements (collectively, the "Project"), to be used by the County as County Sheriff's offices, the District Court and the County Jail; and

WHEREAS, under the terms of Act 31 the Authority has the power to construct, furnish and equip the Project, to lease the Project to the County for a period not exceeding 50 years and to finance the Project by the issuance of building authority bonds payable from the rentals received from the County for the use of the Project, all in accordance with Act 31; and

WHEREAS, the Authority is willing to construct, furnish and equip the Project on the premises described in Exhibit A (the "Site") hereby leased to the Authority and to lease back the Project to the County; and

WHEREAS, the estimated cost of the Project (to be paid from proceeds of the bonds by the Authority) is approximately Sixty-Nine Million Dollars (\$69,000,000); and

WHEREAS, as a prerequisite to the issuance of building authority bonds to finance part of the cost of the Project, it is necessary for the parties to enter into this Ground Lease, whereby the County will lease the Site to the Authority for a period extending beyond the last maturity date of the bonds, but not to exceed a period of 50 years;

IT IS HEREBY AGREED BY AND BETWEEN THE COUNTY AND THE AUTHORITY in consideration of the mutual agreements and covenants in this Ground Lease, as follows:

1. The County does hereby let and lease the Site to the Authority, and the Authority does hereby lease the Site from the County. The term of this Ground Lease shall commence on the effective date of the Contract of Lease (the "Contract of Lease") between the parties dated as of September 1, 2020, and shall terminate on the later of May 2, 2038 or the date the bonds have been fully paid, unless terminated prior to such date in accordance with the provisions hereof.
2. The Authority shall pay rent to the County for the Site hereby leased at the rate of One Dollar (\$1.00) per year due and payable on the anniversary date of this Ground Lease each and every year during the term hereof.
3. The Authority will lease the Project to the County pursuant to the Contract of Lease.
4. It is mutually agreed that at the request of County, the Authority shall construct, furnish and equip the Project on the Site hereby leased as provided by and in accordance with the Contract of Lease.

5. Each of the Authority and the County shall have, and is hereby granted, access to and use of the Site during the construction, furnishing and equipping of the Project, and upon completion of the Project. The County agrees to provide any and all easements and/or rights of egress and ingress to the Authority on and around the Site to allow and permit the Authority and the general public access to the County justice complex and to adjacent facilities.

6. The Authority and the County shall not be held liable for a breach of this Ground Lease or for any damages or loss in the event the Site is damaged by an act beyond its control which makes its use untenable. In the event of such a condition, the Ground Lease may be immediately terminated by either party without further liability.

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

8. The County shall provide adequate liability insurance protecting the Authority against loss on account of damage or injury to persons or property, imposed by reason of the ownership, possession, use, operation or repair of the Project or resulting from any acts of omission or commission on the part of the Authority or their agents, officers or employees in

connection therewith. Such insurance shall be made effective from the date of issuance of the building authority bonds or commencement of construction of the Project, whichever is later.

9. It is mutually agreed that, upon the termination of this Ground Lease, the premises leased hereby and all improvements thereon and the title to the same shall revert to the County.

10. This Ground Lease shall inure to the benefit of and be binding upon the respective parties hereto and their successors and assigns.

11. This Ground Lease shall remain in full force and effect for the period herein provided but shall terminate on May 2, 2038 or earlier, but only if and when the Authority shall have fully paid and discharged its liability with respect to the building authority bonds and any other obligations of the Authority or the County incurred with respect to the construction, furnishing and equipping of the Project. If such amounts have not been fully paid on or prior to May 2, 2038, the term of this Contract of Lease shall continue until such amounts are fully paid.

12. In the event that the Authority for any reason, cannot issue its building authority bonds to finance the Project prior to December 31, 2021 this Ground Lease shall terminate. The provisions of this Section may be extended or waived by the parties by resolution of their respective governing bodies.

13. This Ground Lease shall be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Ground Lease the venue for the bringing of any actions in law or in equity shall be in the State of Michigan established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

14. No failure or delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

15. All modifications, amendments or waivers of any provision of this Ground Lease shall be made only by the written mutual consent of the parties hereto.

16. This Ground Lease may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Ground Lease.

IN WITNESS WHEREOF, the County, by its County Commission, and the Authority, by its Commission, have each caused this Ground Lease to be executed and delivered as of the day and year first written above.

Witnessed:

COUNTY OF INGHAM

By:

Bryan Crenshaw, Chairperson
County Board of Commissioners

Witnessed:

INGHAM COUNTY BUILDING AUTHORITY

By:

Mattis D. Nordfjord, Chairperson

Witnessed:

By:

_____, Secretary

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

By:

Robert D. Townsend

Exhibit A

Legal Description of Site

BEG AT A PT ON N LN CURTIS ST S 89-32-24 W 151.65 FT & N 32.3 FT FR CEN SEC 5, W PLL E-W 1/4 LN 488.8 FT, S 41-40-00 W 258 FT, N 47-08-00 W 646.23 FT TO NWLY R/W LN BUHL DR, S 42-24-00 W ALG R/W TO N-S 1/8 LN OF NW 1/4 SEC 5, N 01-19-09 E ALG 1/8 LN 1238.3 FT TO A PT 1117.27 FT S OF N SEC LN, S 89-55-18 E 1145.51 FT TO WLY R/W LN LANSING-JACKSON RR, S 19-00-00 ALG R/W TO A PT 1187 FT N OF E-W 1/4 LN SEC5, S 88-41-26 W 413.7 FT, S 01-55-56 W 112 FT, N 85-05-42 E 40 FT S 19-24-33 E 1101.12 FT TOPOB EXC BUHL ST R/W SEC 5 R/W T2N R1W, CITY OF MASON. 32 AC M/L. SPLIT FROM 33-19-10-05-176-002 FOR 2000

4852-0432-6588 v2 [9425-9]

Agenda Item 7

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

FROM: Deb Fett, CIO

DATE: 8/03/2020

SUBJECT: PACC/PAAM Licensing and Support Renewal
For the Agendas of August 18th, August 19th, and August 25th.

BACKGROUND

PACC/PAAM is the software that our Ingham County Prosecutor's Office relies on for case tracking, victims' rights notifications and warrant charging guidance information. It is a creation of the Prosecuting Attorneys Association of Michigan.

Last year's costs were \$22,891.00. The 2021 invoice is for \$28,083.00. There was an error made on our invoice last year that did not include the usual 5% increase. It was corrected this year with last year's 5% and this year's 5% increase. This new invoice reflects the corrected total. As the County has already paid the 2020 support invoice that was in error they are not requesting the underpayment amount be paid. This error actually benefitted the County by saving us \$3,880.00 in 2019.

At the 2016 Mid-Winter Conference for the association, the membership voted to change the standard COLA increase that was the previous standard and allow a 5% increase per year to be charged in order to cover the costs associated with building a new cloud based system (see attached letter).

ALTERNATIVES

Ingham County could choose not to use the software.

FINANCIAL IMPACT

The funding for the \$28,083.00 total will come from the County's LOFT Fund 636-25820-932050.

OTHER CONSIDERATIONS

The PACC/PAAM system has been used by our Prosecutor's Office for many years and is used by many of the counties in Michigan. It serves as a hub for the creation of a statewide network between prosecuting attorneys and state agencies, such as the Michigan State Police, Department of Human Services, and the Department of Corrections.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution for PACC/PAAM Licensing and Support renewal in the amount of \$28,083.00.

June 3, 2016

TO: Prosecuting Attorneys

FROM: Larry J. Burdick

RE: **2017 MEMBERSHIP DUES and
TECHNICAL SERVICES LICENSING AND SUPPORT FEES**

Enclosed is an invoice for your 2017 dues relating to your professional duties as a prosecuting attorney. Included in the bill is the licensing fee for your use of the PACC/PAAM case tracking systems and warrant generation process. Please remit one check to the *Prosecuting Attorneys Association of Michigan* for the total amount. This billing is being sent now so that you may choose to pay from your 2016 or 2017 budgeted funds.

PAAM Dues. Your Association voted in February 2008 to change how PAAM's dues and fees are calculated, and to adopt a 5% COLA provision to allow the dues and fees to keep pace with inflation. Upon payment, your attorneys become associate members of PAAM, and all of your employees are eligible to attend meetings and participate in Association activities and services.

NDAA Dues. The NDAA dues are based on county population, and pays for the *elected prosecuting attorney* to be a member of NDAA. Assistant Prosecuting Attorneys may be NDAA associate members for \$75 each. NDAA members will receive their own subscriptions to *The Prosecutor* magazine. Please include with your payment an additional \$75 for each APA who wishes to join or continue NDAA membership, and provide us with his/her name.

PACC/PAAM Technical Services Licensing and Support Fee. This fee is to cover licensing and distribution of applications and eManuals developed by PACC/PAAM, as well as 24/7 computer support for users of the criminal and juvenile case tracking systems. The fee entitles the county to assistance in the development, operation, and maintenance of the system. See the attached list for your reference. In addition to the annual COLA fee mentioned above, at the 2016 Mid-Winter Conference, membership approved an additional fee increase to cover the infrastructure cost associated with storing and receiving data over the internet (cloud-based) for the NextGen case/content management system currently being built.

Thank you for your prompt attention to this billing. If you have questions, contact Marcia Beatty at (517) 334-6060 ext. 803.

Enclosures

PACC/PAAM TECHNICAL SERVICES LICENSING & SUPPORT FEE

Services Provided

Adult Case Tracking System. Prepares charges, victim notices, subpoenas, pleadings, court schedules, and provides management reports for felony and misdemeanor cases.

Juvenile Case Tracking System. Prepares petitions for delinquency and abuse and neglect cases, victim notices, subpoenas, pleadings, and provides management reports.

Electronic Warrant Manual. Provides templates and charge codes for determining charges and preparing warrants.

Charging Language for Warrants. Develop the charge and sentencing and prompts for variable information in a Dynamic Load Link (DLL) file that is used for warrant generation.

Training and Support. Provides in-office and remote location training on all PACC/PAAM computer applications. Provides on-line help desk support and assistance.

Office Design and Procedures. Provides on-site assistance on efficient office design and procedures for processing cases.

Liaison with Local IT Department. Serves as a liaison between your office and the local IT department to ensure that PACC/PAAM applications run efficiently on the local network.

Statewide network. Serves as the hub for the creation of a statewide network between prosecuting attorneys and state agencies, such as the Michigan State Police, Department of Human Services, and the Department of Corrections.

Police-Prosecutor-Court Communications. Developing applications and procedures to allow for the electronic communication of case information between prosecutors and police agencies and the courts.

Victim Rights. Design victim rights letters and the processing procedures that meet the requirements of legislation. Provide the interface, procedures with the state's victim notification system (MCVNN). Help develop the notification scripts and test.

Infrastructure (Cloud). Allows internet-based storage and retrieval of data for NextGen case management system currently being built.

Committee Representation. Serve on statewide and national committees representing Michigan prosecutors.

Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE RENEWAL OF PACC/PAAM LICENSING AND SUPPORT

WHEREAS, Ingham County Prosecutor's Office relies on our PAAC/PAMM system; and

WHEREAS, the software has been in use for many years; and

WHEREAS, the renewal for licensing and support will be \$28,083.00.

THEREFORE BE IT RESOLVED, that the Board of Commissioners does hereby authorize the renewal of licensing and support from PACC/PAAM in an amount not to exceed \$28,083.00.

BE IT FURTHER RESOLVED, that the total cost will be paid out of the Innovation and Technology's LOFT Fund #63625820-932050.

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

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

Agenda Item 8a

TO: Board of Commissioners, County Services & Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: August 4, 2020

RE: Resolution Authorizing a Contract Renewal with Soap Slingers for Window Cleaning Services at Several County Facilities

For the meeting agendas of: August 18 & 19

BACKGROUND

The contract with Soap Slingers expired on July 31, 2020. The Facilities Department would like to exercise a two year contract renewal. Soap Slingers has agreed to hold their current prices which is \$10,186.00 per year for the next two years.

ALTERNATIVES

The alternative would be to put this out for a formal RFP.

FINANCIAL IMPACT

Funds are available in the appropriate 931100 maintenance contractual line items.

OTHER CONSIDERATIONS

To discontinue window cleaning until further notice.

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support a contract renewal for two years with Soap Slingers for window cleaning services at several county facilities.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A TWO YEAR CONTRACT RENEWAL WITH SOAP SLINGERS
FOR WINDOW CLEANING SERVICES AT SEVERAL INGHAM COUNTY BUILDINGS**

WHEREAS, Ingham County has a contract with Soap Slingers for window cleaning services; and

WHEREAS, the contract with Soap Slingers expired on July 31, 2020; and

WHEREAS, a two year renewal option was included in the contract and the Facilities Department would like to exercise the two year renewal; and

WHEREAS, Soap Slingers has agreed to hold their current billing rate; and

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

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a two year renewal with Soap Slingers 10190 West Grand River Highway, Grand Ledge, Michigan 48837 for the window cleaning services at several Ingham County buildings for an amount not to exceed \$10,186.00 per year for the next two years.

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

TO: Board of Commissioners, County Services & Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: August 4, 2020

RE: Resolution Authorizing the TCOA Office Reset

For the meeting agendas of: August 18 & 19

BACKGROUND

The Facilities Department in partnership with TCOA would like to request approval from the Board of Commissioners to remove and replace the 42 cubicles and carpeting throughout the space which TCOA's occupies within the HSB. The carpet and cubicles have both out lived their useful life expectancy, there have also been ongoing issues with the integrated electrical in the cubicles, causing us to have safety concerns.

The vendors for this project include:

Haworth via DBI who is on the State contract so three quotes were not required, this is to furnish and install furniture for the cost of \$140,241.13.

Seelye Group who is on the State contract so three quotes were not required, this is to furnish and install the carpeting for the cost of \$58,132.47.

Granger for the disposal of the cubicles and carpeting for approximately \$800.00.

Thee Electric who was the lowest of three quotes, to bring the area up to current code and connect the electrical to the new furniture for \$2,145.00.

The total combined cost is \$201,292.07.

ALTERNATIVES

The alternative would be to put this out for a formal RFP delaying the project and prolonging the safety issue.

FINANCIAL IMPACT

Funds are available in CIP line item # 245-60199-979000-20F09 which has a balance of \$225,000.00. We are also requesting a contingency of \$23,000.00 for any unforeseen circumstances, which brings the total to \$224,292.07.

OTHER CONSIDERATIONS

To cancel the project and delay it until further notice.

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support resetting the TCOA Office at the Human Services Building for a grand total cost not to exceed \$224,292.07.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THE TCOA OFFICE RESET AT THE
HUMAN SERVICES BUILDING**

WHEREAS, the Tri-County Office on Aging (TCOA) office space at the Human Services Building is in need of a reset due to the age and deterioration of the furniture and safety concerns with the electrical system; and

WHEREAS, Haworth via DBI is on the State of Michigan MiDeals contract, therefore three quotes were not required, to furnish and install the furniture for a cost of \$140,241.13; and

WHEREAS, Seelye Group is on the State of Michigan MiDeals contract, therefore three quotes were not required, to furnish and install carpet for a cost of \$58,132.47; and

WHEREAS, Granger will dispose of the old furniture and carpet for a cost of \$800.00; and

WHEREAS, Thee Electric, who was the lowest of three quotes, to bring the area up to current code and connect the electrical to the new furniture for \$2,145.00; and

WHEREAS, it is the recommendation of the Facilities Department in partnership with TCOA to go forward with the office reset for a total combined cost of \$201,292.07; and

WHEREAS, the Facilities Department is requesting a contingency of \$23,000.00 for unforeseen circumstances; and

WHEREAS, funds for this project are available through the approved CIP line item # 245-60199-979000-20F09.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a purchase order to be issued to Haworth via DBI, 912 East Michigan Ave, Lansing, Michigan 48912 to furnish and install furniture in the TCOA office for the amount of \$140,241.13.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a purchase order be issued to Seelye Group LTD, 1411 Lake Lansing Road, Lansing, Michigan 48912, to furnish and install carpet in the TCOA office for an amount of \$58,132.47.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a purchase order be issued to Thee Electric, 1547 Haslett Road, Haslett, Michigan 48840 to bring the area to current code and connect the electric to the furniture in the TCOA office for the cost of \$2,145.00.

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

Agenda Item 9

TO: Board of Commissioners County Services Committee
FROM: Tim Morgan, Parks Director
DATE: July 14, 2020
SUBJECT: Emergency Purchase
For the meeting agenda of 8/18/20 County Services

This memo is to inform you of an emergency purchase that was made prior to receiving approval from the County Services Committee.

The skag mower at Lake Lansing Parks is five years old, and had a deck that should be replaced from damage of being bent up of costs of minimal replacement of \$1,800 dollars. The other items ground drive motors and pumps, at a cost around \$1,300 per side (total for both sides \$2,600) for the left and right would have needed replacement as use continued too. The total maintenance needed to fix the mower would be at a minimum of \$4,400 roughly 1/3 of the cost of a new mower. Staff determined we needed to purchase a new mower and accessories.

An emergency Purchase Order under the Emergency Repair Purchasing Policy was necessary, and a Purchase Order has been issued to Midwest Power Equipment for a total cost of \$13,224.15.

Funds for this purchase are available in the Parks Department 208 fund balance.

The Controller, Purchasing Director along with myself approved this purchase.

Agenda Item 10a

TO: Board of Commissioners County Services Committee and Finance Committee
FROM: Cynthia Wagner
DATE: 08/04/2020
SUBJECT: Contract with Myers Plumbing & Heating Inc.
For the meeting agendas of August 18 and 19, 2020

BACKGROUND

The Potter Park Zoological Society previously managed the operation of the Zoo concessions. The agreement between the County and the Zoological Society, Resolution #17-069, transferred operation of the concessions to the County including the Savanna Grill. The water heater at the Savanna Grill is a 1993 unit with an average useful life of 20 years. It has been repaired numerous times over the course of the past year and has reached a point where replacement is the only recommended option.

Three written bids were sought and received from vendors for the purpose of replacing a defective water heater at the Savanna Grill. Cost includes removal and disposal of the defective water heater, installing a new 80-gallon water heater, permits and start-up to ensure everything is to code and operating properly.

ALTERNATIVES

The alternatives to the installation of the new hot water heater at the Savanna Grill are to continue short term repairs on the existing unit or close the Savanna Grill until the unit can be replaced.

FINANCIAL IMPACT

The total cost of the project is \$6,460.00 and funds are available in zoo account #25869200 931000 30000 for the full amount of the project.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of Improving Facilities, specifically section A.1 (f) of the Ingham County Action Plan - Maintain and improve existing parkland, facilities, and features.

OTHER CONSIDERATIONS

Hot water is required to sanitize the hands of food service employees and all food service equipment per the Michigan Food Code as provided by the U.S. Public Health Service, Food and Drug Administration. To maintain compliance with all food codes, the Savanna Grill must have a hot water heater that is in good working condition.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to award a contract to Myers Plumbing in an amount not to exceed \$ 6,460.00 for the installation of a new hot water heater at the Savanna Grill.

Agenda Item 10a

TO: Cynthia Wagner, Director Potter Park Zoo

FROM: James Hudgins, Director of Purchasing

DATE: July 27, 2020

RE: Memorandum of Performance for RFP No. 125-20 Water Heater

The Purchasing Department can confirm that three written bids were sought and received from vendors for the purpose replacing a defective water heater at the Zoo restaurant. Cost includes removing and disposal of the defective water heater, installing a new 80-gallon water heater, permits and start-up to ensure everything is to code and operating properly.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to bid	3	1
Vendors responding	3	1

A summary of the vendors' costs:

Company Name	Address	Local Preference	Amount
Myers Plumbing & Heating Inc.	16825 Industrial Parkway, Lansing MI 48906	No, Clinton County	\$6,460.00
Michigan Plumbing	6204 Lansing Rd., Lansing MI 48917	No, Eaton County	\$6,483.00
T. H. Eifert Mechanical Contractors	3302 W. St. Joseph, Lansing MI 48917	Yes, Ingham County	\$9,840.00

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

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

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

Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AWARDING A CONTRACT TO MYERS PLUMBING & HEATING INC.

WHEREAS, the Potter Park Zoological Society previously managed the operation of the Zoo concessions; and

WHEREAS, the agreement between the County and the Zoological Society, Resolution #17-069, transferred operation of the concessions to the County including the Savanna Grill; and

WHEREAS, the Michigan Food Code as provided by the U.S. Public Health Service, Food and Drug Administration, requires the hot water heater be maintained in good working condition for sanitizing equipment and food service employee hands; and

WHEREAS, three written bids were sought and received from vendors for the purpose replacing a defective water heater at the Savanna Grill; and

WHEREAS, cost includes removal and disposal of the defective water heater, installing a new 80-gallon water heater, permits and start-up; and

WHEREAS, Myers Plumbing & Heating Inc. submitted the lowest bid in the amount of \$6,460.00; and

WHEREAS, funds are available in zoo account #25869200 931000 30000 for the total cost of the project.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners awards a contract to Myers Plumbing & Heating Inc. for the installation of a hot water heater at Potter Park Zoo Savanna Grill in an amount not to exceed \$6,460.00.

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

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

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

TO: Board of Commissioners County Services and Finance Committees
FROM: Cynthia Wagner
DATE: 08/04/2020
SUBJECT: Potter Park Zoo Beverage Services Contract Renewal
For the meeting agendas of August 18 and August 19, 2020

BACKGROUND

The Potter Park Zoological Society previously managed the operation of the Zoo concessions. The agreement between the County and the Zoological Society, Resolution #17-069, transferred operations of the concessions to the County. The concessions at Potter Park Zoo offer beverages for purchase including in person sales and vending machines which create revenue for the zoo.

The Board of Commissioners authorized awarding a contract for three years with an additional two year extension option, to PepsiCo for beverage services at Potter Park Zoo, Resolution #17-184. Potter Park Zoo wishes to renew this contract for the additional two years.

ALTERNATIVES

An RFP could be prepared and sent out for bids. The contract was fully executed November 21, 2017, therefore there would likely be a lapse in beverage services at the zoo if this alternative is pursued.

FINANCIAL IMPACT

The funds for this contract have been budgeted and approved in the 2020 Zoo budget account #258-69200-726010-31500.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of Improving Facilities, specifically section A.1 (f) of the Ingham County Action Plan - Maintain and improve existing parkland, facilities, and features.

OTHER CONSIDERATIONS

PepsiCo was the only respondent to the RFP sent out for bids in 2017 for beverage services at Potter Park Zoo.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to renew the beverage services contract with PepsiCo.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THE RENEWAL OF THE CONTRACT WITH PEPSICO
FOR BEVERAGE SERVICES AT POTTER PARK ZOO**

WHEREAS, the Potter Park Zoological Society previously managed the operation of the Zoo concessions; and

WHEREAS, the agreement between the County and the Zoological Society, Resolution #17-069, transferred operations of the concessions to the County; and

WHEREAS, the concessions at Potter Park Zoo offer beverages for purchase which creates revenue for the zoo; and

WHEREAS, the Board of Commissioners authorized awarding a contract for three years with an additional two year extension option, to PepsiCo for beverage services at Potter Park Zoo, Resolution #17-184; and

WHEREAS, Potter Park Zoo wishes to renew this contract for the additional two years; and

WHEREAS, the funds for this contract have been budgeted and approved in the 2020 Zoo budget account #258-69200-726010-31500.

THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby authorizes a two year renewal of the contract with PepsiCo for beverage services at Potter Park Zoo, based on its proposal dated April 4, 2017.

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

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

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

Agenda Item 11a

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

FROM: Kelly R. Jones, County Highway Engineer & Director of Engineering
Road Department

DATE: August 2, 2020

SUBJECT: Proposed Resolution to Authorize an Agreement with MDOT for the Wood Street and Sam's Way Project

For the Meeting Agendas of August 18, 19, and 25

BACKGROUND

The Ingham County Road Department has received federal funding for the design and construction of the safety improvement project located at Wood Street and Sam's Way. The scope of work includes installing a high friction surface treatment in the roundabout, replacing portions of curb and gutter, and placing new pavement markings.

The design phase of the project requires an agreement (Contract 20-5294) between the Michigan Department of Transportation (MDOT) and Ingham County, on behalf of the Road Department. The estimated costs eligible for this phase of the project is \$16,218.00, of which the federal participation ratio is 50%, resulting in \$8,109.00 in federal aid and \$8,109.00 in Road Department costs. This agreement between MDOT and Ingham County is required to define the Road Department's responsibilities and obligations for the federal funding.

The construction phase of the project will require an MDOT agreement at a later date.

ALTERNATIVES

N/A

FINANCIAL IMPACT

The estimated costs for the project are as follows:

Highway Safety Improvement Program (HSIP) Funding Award:	\$ 16,218
<u>HSIP Funding Participation (50%):</u>	<u>\$ - 8,109</u>
Road Department Responsibility:	\$ 8,109

These costs will be included in the 2020 Road Fund Budget.

OTHER CONSIDERATIONS

N/A

RECOMMENDATION

Based on the information provided, I respectfully recommend approval of the attached resolution to enter into an agreement with MDOT as described in Contract 20-5294.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH
THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT)
IN RELATION TO A FEDERALLY FUNDED PROJECT
AT WOOD STREET AND SAM'S WAY**

WHEREAS, The Ingham County Road Department received federal funding for the design and construction of a safety improvement project at Wood Street and Sam's Way; and

WHEREAS, both the design phase and the construction phase of the project will require individual contracts with the Michigan Department of Transportation (MDOT); and

WHEREAS, the MDOT contract for the construction phase of the project is anticipated in early 2021; and

WHEREAS, the design phase of the project requires the execution of MDOT Contract 20-5294 to define the Road Department's responsibilities and obligations for the federal funding; and

WHEREAS, the County on behalf of the Road Department, must enter into an agreement with MDOT consistent with the state and federal funding requirements; and

WHEREAS, the estimated funding costs for the design phase of the project are as follows, with the Local Costs being the responsibility of the Road Department:

Highway Safety Improvement Program (HSIP) Funding Award:	\$ 16,218
<u>HSIP Funding Participation (50%):</u>	<u>\$ - 8,109</u>
Local Costs, Road Department Responsibility:	\$ 8,109

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into Contract 20-5294 with the Michigan Department of Transportation (MDOT) for the preliminary engineering design phase of the safety improvement project located at Wood Street and Sam's Way, for a total funding award of \$16,218 consisting of \$8,109 in federal Highway Safety Improvement Program (HSIP) funds and \$8,109 in Road Department funds.

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

Agenda Item 11b

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

FROM: Kelly R. Jones, County Highway Engineer & Director of Engineering
Road Department

DATE: August 2, 2020

SUBJECT: Proposed Resolution to Amend a Professional Services Agreement between Ingham County and Spicer Group, Inc. for the 2019 and 2020 Biennial Bridge Inspection Program

For the Meeting Agendas of August 18, 19, and 25

BACKGROUND

The Ingham County Road Department (ICRD) is required by federal law to inspect all aspects of its bridges every two years and report the results to the Michigan State Department of Transportation (MDOT). MDOT uses biennial bridge inspection reports from all over Michigan (state, county, city, and village) to compile a report that is submitted to the Federal Highway Administration (FHWA). Ultimately, the federal government uses the inspection data to guide decisions about federal transportation funding levels and program requirements.

Ingham County on behalf of the Road Department entered into an agreement (Resolution 19-058) with Spicer Group, Inc. for the 2019 & 2020 Biennial Bridge Inspection Program. Based on the condition of the bridges upon inspection, additional analysis and load ratings were necessary, which were not included in the original budget.

ALTERNATIVES

N/A

FINANCIAL IMPACT

The original contract included a budget of \$15,890.00. This budget amendment is requesting \$7,046.00 to complete the remaining 2020 bridge inspections, as well as allowing for 5 additional load ratings if necessary, adjusting the total project budget to \$22,936.00.

OTHER CONSIDERATIONS

N/A

RECOMMENDATION

Based on the information provided, I respectfully recommend approval of the attached resolution to amend the agreement with Spicer Group, Inc. in the amount of \$7,046.00 to adjust the total contract budget to \$22,936.00.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AMEND A PROFESSIONAL SERVICES AGREEMENT BETWEEN
INGHAM COUNTY AND SPICER GROUP, INC. FOR THE
2019 AND 2020 BIENNIAL BRIDGE INSPECTION PROGRAM**

WHEREAS, the Ingham County Road Department is required by federal law to inspect all aspects of its bridges every two years and report the results to the Michigan State Department of Transportation; and

WHEREAS, the Road Department bridge inspection data is incorporated into a report that is submitted to the Federal Highway Administration, which ultimately is used to guide decisions about federal transportation funding levels and program requirements; and

WHEREAS, the Ingham County Board of Commissioners adopted Resolution 19-058 to enter into an agreement with Spicer Group, Inc. for a not-to-exceed fee of \$15,890.00; and

WHEREAS, based on the condition of the bridges upon inspection, additional analysis and load ratings became necessary, which were not included in the original budget; and

WHEREAS, in order to complete the remaining 2020 bridge inspections and allow for an additional 5 load ratings if necessary, a budget amendment is requested in the amount of \$7,046.00, for a revised total budget of \$22,936.00.

THEREFORE, BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes amending the professional services contract with Spicer Group, Inc., 416 N. Homer Street, Suite 109, Lansing, Michigan, for the 2019 & 2020 biennial bridge inspection program for a revised contract amount of \$22,936.00.

Agenda Item 11c

TO: County Services and Finance Committees

FROM: Tom Gamez, Director of Operations, Road Dept.

DATE: July 29, 2020

SUBJECT: Disposal of Road Department Surplus Vehicles and Equipment

This is a resolution authorizing a publicly advertised auction conducted by the Purchasing Department for the disposal of certain vehicles and miscellaneous equipment which have been replaced or have exceeded the useful life, and therefore no longer serves the County's needs.

Online bids through GOVDEALS.COM will be solicited for the surplus items and the award will be made to the highest responsive bidder. If a bidder does not claim the item(s) awarded they are banned from bidding again and the item will be awarded to the next highest responsive bidder. Monies are received by GOVDEALS.COM and received by the Purchasing Department; which are then deposited in the General Fund or appropriate account.

Vehicles and items to be auctioned are identified in Attachment "A".

I respectfully request approval of the resolution.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE DISPOSAL OF ROAD DEPARTMENT SURPLUS PROPERTY

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

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

WHEREAS, the Director of Purchasing has reviewed the surplus items before placement on the surplus property list, and County departments will be allowed to view surplus items for usefulness before the public auction.

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

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

BE IT FURTHER RESOLVED, that proceeds from the sale of surplus items will be deposited in the appropriate account within the Road Department Fund.

2020 SURPLUS LISTING
Attachment "A"

Year	Make/Model	Color	VIN	Deficiencies	Mileage
2005	Dodge Ram 1500	Orange	1D7HU16N05J609712	Ripped seats, Dents, Rusty	280,130
2003	Dodge Ram 1500	Orange	1D7HA16N43J660622	Flat Tire, Rusty, Dents, Missing Parts	259,701
1998	Chevy Silverado	Orange	1GCEC14WOWZ244026	Rusty, Dents, Large hole in seat	258,624
1999	Chevy Silverado	Orange	1GCEC14W6YE128551	Rusty, Dents, Flat Tire, Missing Mirror, No Tailgate, Dash missing pieces	192,676
2000	Volvo Autocar - Tandem	Orange	4V5SC8UE21N306495	Rusty, Dents, Bad Transmission	99,349
1992	Freightliner - Tandem	Orange	1FVX6LYB9PH476431	Rusty, Dents, Bad Transmission	77,426
2001	Freightliner - Single Axle	Orange	1FVABXBS12HK01855	In accident, poor condition, dash missing	36,654
2000	Volvo Autocar - Tandem	Orange	4V5SC8UE01N306494	Rusty, dents	100,356
1994	Ford F-800 Aerial Truck	Orange	1FDXF82C4SVA02399	Rusty, Dents, Aerial Function Issues	1427 Hours

Goods	Brand Name	Item Description
Tandem Truck Rear Axles (2)	Freightliner	Poor Condition
8' Box Truck Topper	Unknown	Poor Condition, broke on one side
1995 Hydro Seeder	Fin 624	Tank has holes in it
2018-2019 Western Star Storage Box	Western Star	New
2 - PTO driven water Pumps	Crisafulli	Orange - Fair Condition
Truck Steps	International	Orange - Fair Condition
Arrow Board Trailer	Unknown	Poor Condition - Rusty
8' Box Truck Topper	Off Dodge Pickup	Orange - Fair Condition
1994 Cummins Engine 8.3L	Cummins	Poor Condition
Family # SCF50506DAAW (44595682)		
Traffic Signal Cabinets	Unknown	Gray - Fair Condition
1 - 36" x 19" x 51"	Unknown	Gray - Fair Condition
3 - 36" x 18" x 51"	Unknown	Gray - Fair Condition
1 - 30" x 17" x 48"	Unknown	Gray - Fair Condition
1 - 44" x 26" x 56"	Unknown	Gray - Fair Condition
1 - 44" x 27" x 56"	Unknown	Gray - Fair Condition
3 - 24" x 17" x 51"	Unknown	Gray - Fair Condition
1 - 36" x 17" x 66"	Unknown	Gray - Fair Condition
Fuel Tank w/Pump	Unknown	Poor Condition
KIP Printer/Plotter	KIP	Fair Condition
Mobile Trailer	Unknown	Fair Condition

Agenda Item 11d

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

FROM: Kelly R. Jones, County Highway Engineer & Director of Engineering
Road Department

DATE: August 2, 2020

SUBJECT: Proposed Resolution to Amend a Professional Engineering Services Agreement between Ingham County and DLZ Michigan to provide Environmental Assessment Services for the Okemos Road Bridge Project

For the Meeting Agendas of August 18, 19, and 25

BACKGROUND

Ingham County on behalf of the Road Department entered into an agreement (Resolution #18-251) with DLZ Michigan to provide environmental assessment services for the Okemos Road Bridge project. This contract is nearly complete, but a few additional services will be required to finalize this phase of the project, requiring a budget amendment to the original contract.

Throughout this process, public input and various regulatory agency requirements increased the initial scope of work, requiring additional services to be performed. For example, the Red Cedar River was identified to potentially have endangered and/or threatened mussels within the project limits, so a mussel survey and relocation of any impacted mussels must occur this fall. Additionally, the community approved the removal of the camelback bridge, so an official recordation of the bridge must occur prior to any work occurring onsite.

ALTERNATIVES

No alternatives are available, due to these services being required by other regulatory agencies.

FINANCIAL IMPACT

The original contract included a budget of \$127,637.48 with a 20% contingency for a total authorized budget of \$153,165.00. This budget amendment is requesting \$16,835.00 in additional services, adjusting the project budget to \$170,000.00.

OTHER CONSIDERATIONS

N/A

RECOMMENDATION

Based on the information provided, I respectfully recommend approval of the attached resolution to amend the agreement with DLZ Michigan in the amount of \$16,835.00 to adjust the total contract budget to \$170,000.00.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AMEND A PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN INGHAM COUNTY AND DLZ MICHIGAN
TO PROVIDE ENVIRONMENTAL ASSESSMENT SERVICES
FOR THE OKEMOS ROAD BRIDGE PROJECT**

WHEREAS, there are two existing bridges conveying Okemos Road traffic over the Red Cedar River. The northbound camelback bridge was built in 1925 and the southbound three-span bridge was built in 1959. Both bridges are functionally obsolete and structurally deficient; and

WHEREAS, the Ingham County Road Department wishes to replace the two existing vehicular bridges with a single structure as part of state and federally funded road project; and

WHEREAS, the initial phase of the bridge replacement project involves an Environmental Assessment (EA), Programmatic Section 4(f) Evaluation, and Section 106 historic review, per the National Environment Policy Act (NEPA), to satisfy the Michigan Department of Transportation, the Federal Highway Administration, and the Michigan Historic Preservation Office; and

WHEREAS, the Ingham County Board of Commissioners adopted Resolution #18-251 to enter into an agreement with DLZ Michigan for a not-to-exceed fee of \$153,165.00; and

WHEREAS, additional effort during the Environmental Assessment phase of the project for public participation presentations and increased scope of work to meet various regulatory agency requirements has resulted in a budget amendment request in the amount of \$16,835.00, for a revised not-to-exceed fee of \$170,000.00.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes amending the professional services contract with DLZ Michigan, Inc., 1425 Keystone Avenue, Lansing, Michigan, to provide Environmental Assessment Services for the Okemos Road Bridge Project for a revised not-to-exceed fee of \$170,000.00.

TO: Board of Commissioners Human Services, County Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: July 27, 2020
SUBJECT: Resolution to establish a Nurse Assessor Position
For meeting agendas: August 17, 18, and 19, 2020

BACKGROUND

Ingham County Health Department (ICHD) wishes to establish a 1.0 FTE Nurse Assessor position in the HIV/STI unit, effective upon approval. Establishment of this position will provide backup support to the Nurse Practitioner for STI evaluation, treatment, medication administration and services to the Youth Center. The presence of a Nurse Assessor (NA) will enable HIV/STI clinic to expand service capabilities such as PrEP and potentially Family Planning Services. Limited clinical personnel has hampered the access to timely services and resulted in Communicable Disease Investigators (CDI) taking on more responsibilities in the clinic; having an NA will allow CDIs to provide education, more community outreach and engagement. ICHD Funding for the establishment of this position is Local Community Stabilization dollars authorized in Resolution # 20-030. These funds can only be used to support local public health activities, and the creation of a nurse assessor position qualifies under these criteria.

ALTERNATIVES

An alternative would be not to establish this position.

FINANCIAL IMPACT

A 1.0 FTE Nurse Assessor position is budgeted for in Resolution # 20-030 and would be a MNA position Grade 2 Step 1 starting at \$65,762, the Fringe benefits will cost 37,805 for a total cost of \$103,567.

STRATEGIC PLANNING IMPACT

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

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval to establish a 1.0FTE Nurse Assessor position in the HIV/STI clinic. Effective upon approval by the Board of Commissioners.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ESTABLISH A NURSE ASSESSOR POSITION

WHEREAS, Ingham County Health Department (ICHD) wishes to establish a 1.0 FTE Nurse Assessor position in the HIV/STI division, effective upon approval; and

WHEREAS, establishment of this position will provide backup support to the Nurse Practitioner for STI evaluation, treatment, medication administration and services to the Youth Center; and

WHEREAS, the presence of a Nurse Assessor (NA) will enable HIV/STI clinic to expand service capabilities such as PrEP and potentially Family Planning Services; and

WHEREAS, limited clinical personnel has hampered the access to timely services and resulted in Communicable Disease Investigators (CDI) taking on more responsibilities in the clinic; having an NA will allow CDIs to provide education, more community outreach and engagement; and

WHEREAS, ICHD received funding for the establishment of this position in Local Community Stabilization dollars authorized in Resolution # 20-030; and

WHEREAS, these funds can only be used to support local public health activities, the creation of a nurse assessor position qualifies under these criteria; and

WHEREAS, the Health Officer supports the establishment of a 1.0 FTE Nurse Assessor position in the HIV/STI clinic.

THEREFORE BE IT RESOLVED, that effective upon approval of this resolution, the Ingham County Board of Commissioners authorizes the establishment of a 1.0 FTE Nurse Assessor position in the HIV/STI clinic as a MNA position Grade 2 Step 1 starting at \$65,762, the fringe benefits will cost \$37,805 for a total cost of \$103,567.

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

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

TO: Board of Commissioners County Services
FROM: Sue Graham, Human Resources Director
DATE: July 28, 2020
SUBJECT: Resolution Amending the Health Advisory Leave Policy
For the meeting agenda of August 18

BACKGROUND

Ingham County has declared a health advisory beginning March 10, 2020 due to the coronavirus pandemic. In response to the coronavirus pandemic, on March 24, 2020, the Board of Commissioners adopted Resolution #20-112 approving a Health Advisory Leave (HAL) Policy. Since that time, circumstances have developed such that amendment to this policy is warranted to further the purpose and intent of the policy to provide relief to employees experiencing hardship during the coronavirus pandemic. The proposed amendments reflected in the attached document would:

1. Clarify that “caring for a family member” includes temporary care of an individual which becomes necessary due to visitation restrictions at a nursing home or assisted living facility.
2. Expand the nature of supporting documentation to correspond with the proposed amendment.

ALTERNATIVES

The Board of Commissioners could decline to authorize the proposed amendments.

FINANCIAL IMPACT

The financial impact to the County will depend upon the extent the amendments increase utilization of HAL. An increase in utilization is not expected to be significant at this time.

STRATEGIC PLAN CONSIDERATIONS

The adoption of an amended Health Advisory Leave Policy is in furtherance of the following strategic goal(s) and task(s) included in the Strategic Plan:

Goal F. Human Resources and Staffing: Attract and retain exceptional employees who reflect the community they serve and who prioritize public service. Strategy 1: Attract and retain employees who value public service.

Applicants and employees seek employment with employers who value their employees. The proposed amendments reflect the value Ingham County places in their employees.

OTHER CONSIDERATIONS

The proposed amended language has been approved by corporate counsel.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to amend the Health Advisory Leave Policy.

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AMENDING THE HEALTH ADVISORY LEAVE POLICY

WHEREAS, Ingham County has declared a health advisory beginning March 10, 2020 due to the coronavirus pandemic; and

WHEREAS, in response to the coronavirus pandemic, on March 24, 2020, the Board of Commissioners adopted Resolution #20-112 approving a Health Advisory Leave (HAL) Policy; and

WHEREAS, this policy was enacted to help prevent the spread of a contagious virus by ensuring Ingham County employees had access to additional paid leave when they are unable to work due to illness, caregiving responsibilities and/or voluntary or mandatory self-quarantine requirements issued by state, local or federal health officials related to a health advisory; and

WHEREAS, since that time, circumstances have developed such that amendment to this policy is warranted to further the purpose and intent of the policy to provide relief to employees experiencing hardship during the coronavirus pandemic; and

WHEREAS, the proposed amendments reflected in the attached document would:

1. Clarify that “caring for a family member” includes temporary care of an individual which becomes necessary due to visitation restrictions at a nursing home or assisted living facility.
2. Expand the nature of acceptable supporting documentation to correspond with the proposed amendment; and

WHEREAS, the proposed amended language has been approved as to form by corporate counsel.

THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby approves the attached proposed amendments to the Health Advisory Leave Policy retroactive to March 10, 2020 and going forward.

HEALTH ADVISORY LEAVE: If the Elected Official/Department Head (or designee) authorizes the employee to take Health Advisory Leave, the employee:

1. May use up to 120 hours of paid Health Advisory Leave per year to care for themselves or their family member during a Health Advisory period. This paid leave is separate and distinct from any other category of paid leave, including but not limited to paid sick leave. "Care for a family member" includes care required due to closure of schools, day care facilities, nursing homes or assisted living facilities **or temporary care of an individual which becomes necessary due to visitation restrictions at a nursing home or assisted living facility.**
2. May not use Health Advisory Leave for previously scheduled unrelated medical appointments/procedures, vacation or other leaves of absence unrelated to the Health Advisory.
3. Paid Health Advisory Leave hours are available for use to provide paid leave for hours an employee is regularly scheduled to work.
4. Must follow established call-in/reporting procedures to notify supervision of their absence in the event Health Advisory leave is taken.

Extension: An employee may request an extension of Health Advisory Leave if an employee has been infected with a severe communicable disease, is reasonably likely to spread a severe communicable disease to coworkers or customers through the performance of the employee's regular job duties, and/or is unable to perform the essential functions of their job without possible harm to themselves or others.

After consulting the Controller/Administrator, and appropriate Elected Official or Department Head, the Human Resources Director will determine whether additional hours of Health Advisory Leave will be granted, taking into consideration **all relevant information, which may include but is not limited to** the recommendation of the employee's **or employee's family member's** health care provider.