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FINANCE COMMITTEE
THOMAS MORGAN, CHAIR
TODD TENNIS
MARK GREBNER
BRYAN CRENSHAW
MARK POLSDOFER
RANDY SCHAFER
RANDY MAIVILLE

INGHAM COUNTY BOARD OF COMMISSIONERS
P.O. Box 319, Mason, Michigan 48854 Telephone (517) 676-7200 Fax (517) 676-7264

THE FINANCE COMMITTEE WILL MEET ON WEDNESDAY, AUGUST 19, 2020 AT 6:30 P.M. THE MEETING WILL BE HELD VIRTUALLY AT <https://ingham.zoom.us/j/92686471464>.

Agenda

Call to Order

Approval of the [July 22, 2020](#) Minutes

Additions to the Agenda

Limited Public Comment

1. Ingham County Brownfield Development Authority – Amended Brownfield Plan for [K3 Property LLC](#), 318 W Kipp Road, City of Mason (*Presentation*)
2. Financial Services – Presentation of the Audit and Financial Statements (*Comprehensive Annual Financial Report Previously Distributed*)
3. Lansing Economic Area Partnership – Resolution to Apply for State Matching Funds for [EDA Cares Act](#) Recovery Assistance Grant Application
4. Treasurer's Office
 - a. [2nd Quarter](#) Investment Report
 - b. Resolution to Utilize the County's Option to Acquire [Tax Foreclosed](#) Property
5. Ingham County Building Authority
 - a. Resolution Approving [Contract of Lease](#) (Justice Complex)
 - b. Resolution Approving [Ground Lease](#) (Justice Complex)
6. Community Corrections Advisory Board – Resolution to Authorize Additional Millage Funds for Indigent Electronic Monitoring Services and Notice to JSG Monitoring that Additional Justice Millage Funds have been Allocated and are Available to Maintain Indigent User [Electronic Monitoring Services](#) through December 31, 2020
7. Office of Homeland Security and Emergency Management – Resolution to Accept Grant Funds from the Department of Justice, [BJA FY 20 Coronavirus](#) Emergency Supplemental Funding Program
8. Sheriff's Office – Resolution to Authorize Ingham County and the Ingham County Sheriff's Office to Renew Three-Year Contract Agreement with the Michigan State Police and Saginaw County for Participation in the Statewide Records Management System ([SRMS](#))

9. Parks Department

- a. Resolution to Authorize Fees for [Camping](#) at Burchfield Park
- b. Resolution to Authorize the Acceptance of the Project Agreement for a Michigan Natural Resources Trust Fund [Grant #TF19-0116](#)
- c. Resolution to Authorize the Acceptance of the Project Agreement for a Michigan Natural Resources Trust Fund [Grant #TF19-0114](#)
- d. Resolution to Authorize the Application to the Ingham County Trails and Parks [Millage Fund](#) for Four Projects within the Ingham County Parks
- e. Resolution to Authorize an Amendment to the Contract with [Spicer Group, Inc.](#)
- f. Resolution to Authorize an Amendment to the [City of Lansing](#) Trails and Parks Millage Agreements

10. Health Department

- a. Resolution to Authorize an Agreement with [Adams Outdoor](#) to Promote Weed Facts Campaign
- b. Resolution to Amend the Collaborative Agreement with the [Capital Area United Way](#)
- c. Resolution to Authorize an Agreement with [Edge](#) for New Medical Marihuana Public Education Messaging to Compliment the Campaign Developed in Fiscal Year 2019
- d. Resolution to Establish a [Nurse Assessor](#) Position
- e. Resolution to Authorize an Agreement with [Redhead Design](#) to Expound Upon and Develop Hand Washing Messages for ICHD and Local Health Partners
- f. Resolution to Authorize an Agreement with [Luma Health](#)
- g. Resolution to Accept Funding from Michigan, Department of Labor & Economic Opportunity ([LEO](#))
- h. Resolution to Authorize a Contract with [Piper & Gold](#) Public Relations

11. Innovation & Technology – Resolution to Approve Renewal of [PACC/PAAM Licensing](#) and Support

12. 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

13. 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

14. 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

15. Closed Session
 - a. Attorney-Client Privileged Communication
 - b. Discussion of Collective Bargaining Pursuant to MCL 15.268(c)
16. Board Referral – Memo from Financial Services Department Director Tori Meyer in Response to the Request for Improvement of Deficiencies – [Correction Action Plan](#) for the Fiscal Year 2019

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.

FINANCE COMMITTEE

July 22, 2020

Draft Minutes

Members Present: Morgan, Grebner, Crenshaw, Polsdofer (arrived at 6:33 p.m.), Schafer, Tennis, and Maiville.

Members Absent: None.

Others Present: Jared Cypher, Michael Townsend, Lindsey McKeever, Gregg Todd, Matt Nordfjord, Becky Bennett, Bill Conklin, Alan Fox, Sarah Osburn, Timothy Morgan, Rob Gengler, Deb Fett, Carla Clos, Elizabeth Noel, Michael Tanis, and others.

The meeting was called to order by Chairperson Morgan 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 June 17, 2020 Minutes

MOVED BY COMM. CRENSHAW, SUPPORTED BY COMM. TENNIS, TO APPROVE THE MINUTES OF THE JUNE 17, 2020 FINANCE COMMITTEE MEETING.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioner Polsdofer

Additions to the Agenda

Late –

14. Drain Commissioner – Resolution Authorizing County's Full Faith and Credit for the Marshall Tile Drain 2020 Bonds

Removed –

4. Fair Office – Resolution to Host a Halloween Event at Ingham County Fairgrounds

5. Parks Department

- b. Resolution to Authorize Fees for Camping at Burchfield Park

Substitute –

3. Law & Court Committee – Resolution to Adopt the 2021 Juvenile Justice Community Agency Process Calendar

Limited Public Comment

Commissioner Polsdofer arrived at 6:33 p.m.

Lindsey McKeever, Fairgrounds Events Director, stated that she was disappointed that when she talked to Debbie Katz Productions, she was told that the show had been rented between Monday, July 20, 2020 and today. She further stated that she was sorry to the Board of Commissioners, and that it was back to the drawing board for her to come up with another event.

Chairperson Morgan stated that he appreciated Ms. McKeever's dedication to finding solutions to find other events for the Fairgrounds.

Commissioner Tennis stated that he agreed with Chairperson Morgan's statement.

1. Treasurer's Office – 1st Quarter Investment Report

Alan Fox, Chief Deputy Treasurer, presented the 1st Quarter Investment Report to the Finance Committee.

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

2. Sheriff's Office – Resolution to Authorize a Contract with Mid-Michigan Police K9 to Purchase and Train a Replacement Canine Dog for the Sheriff's Office
3. Law & Court Committee – Resolution to Adopt the 2021 Juvenile Justice Community Agency Process Calendar
5. Parks Department
 - a. Resolution to Authorize the Revenue Collection of Parks Vehicle Entrance Fees at the Lake Lansing Boat Launch
 - c. Resolution to Authorize a Contract with Laux Construction LLC for Burchfield Park Improvements
6. Health Department
 - a. Resolution to Authorize an Agreement with Drug and Laboratory Disposal, Inc.
 - b. Resolution to Authorize an Agreement with Ingham Health Plan Corporation
 - c. Resolution to Authorize a 2020 -2021 Agreement with the Michigan Department of Health and Human Services for the Delivery of Public Health Services Under the Comprehensive Agreement
 - d. Resolution to Accept Ryan White Part D Covid-19 Funding Award from HRSA
 - e. Resolution to Accept U.S. Department of Health and Human Services Health Resources and Services Administration Provider Relief Funds
 - f. Resolution to Accept U.S. Department of Health and Human Services Health Resources and Services Administration Provider Relief Funds
 - g. Resolution to Extend Ob/Gyn Physician Services Agreement with Edward W. Sparrow Hospital Association
 - h. Resolution to Authorize an Agreement with Michigan State University College of Nursing for Pediatric Nurse Practitioner Services

7. Human Service Committee – Resolution Authorizing the Ingham County Racial Equity Taskforce to Accept Donations
8. Innovation & Technology – Resolution to Approve the Renewal of Firewall Licenses
9. Facilities Department – Resolution to Authorize a Contract Extension with Modernistic for Carpet Cleaning Services at Several County Facilities
10. Road Department
 - a. Resolution to Approve Local Road Agreements with Alaiedon, Aurelius, Bunker Hill, Leroy, Locke, Stockbridge, Vevay and Wheatfield Townships
 - b. Resolution Authorizing the Extension of Resolution #17-235 for Dust Control Solution
 - c. Resolution Authorizing the Extension of RFP #17-349, Purchase of Seasonal Corrosion Inhibited Liquid De-Icer Solution
11. Human Resources Department
 - a. Resolution Authorizing Extension of the Contract for Sparrow Occupational Health Services
 - b. Resolution Adopting the Ingham County Section 125 Second Amended and Restated Flexible Benefit Plan
 - c. Resolution to Approve Generic Service Credit Purchase for County Employee: Cindy S. Farley
12. 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
13. Controller/Administrator's Office – Resolution to Authorize Budget Adjustments for 2020 Based on the Annual Evaluation of the County's Financial Reserve Policy
14. Drain Commissioner – Resolution Authorizing County's Full Faith and Credit for the Marshall Tile Drain 2020 Bonds

THE MOTION CARRIED UNANIMOUSLY.

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

12. 9-1-1 Dispatch Center
 - b. 911 Tower Update

MOVED BY COMM. CRENSHAW, SUPPORTED BY COMM. SCHAFER, TO ACCEPT THE ATTORNEY-CLIENT PRIVILEGE RECOMMENDATION REGARDING THE 9-1-1 TOWER EQUIPMENT UPGRADE ISSUE FOR THE TOWER LOCATED IN LESLIE TOWNSHIP OF INGHAM COUNTY AND TO AUTHORIZE THE COUNTY ATTORNEY TO PROCEED IN THIS MATTER CONSISTENT WITH THE RECOMMENDATION.

THE MOTION CARRIED UNANIMOUSLY.

Announcements

Commissioner Grebner stated that the site of Agenda Item No. 12b was former Commissioner Al Wardowski's apple orchard, and he had given the site to the County as a gift. He further stated that it probably had nothing to do with the legal issues at the site.

Commissioner Maiville stated that he had thought Commissioner Grebner would mention that this site was unique because it was the highest point in Ingham County. He further stated that members of the community knew the site as "Teaspoon Hill" because of its teaspoon-like shape.

Commissioner Crenshaw stated that Gregg Todd, County Controller designate, was in attendance on the Finance Committee meeting tonight and was getting ready to start at Ingham County on August 17, 2020.

Public Comment

None.

Adjournment

The meeting was adjourned at 6:40 p.m.

AUGUST 19, 2020 FINANCE AGENDA STAFF REVIEW SUMMARY

RESOLUTION ACTION ITEMS:

The Controller's Office 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.

4b. 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.

5a. 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.

5b. 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."

6. Community Corrections Advisory Board – Resolution to Authorize Additional Millage Funds for Indigent Electronic Monitoring Services and Notice to JSG Monitoring that Additional Justice Millage Funds Have Been Allocated and are Available to Maintain Indigent User Electronic Monitoring Services through December 31, 2020

Resolution #19-393 authorized the current contract with JSG Monitoring for indigent user electronic monitoring services. The 2020 Budget approved a General Fund allocation of \$50,000 and an additional \$20,000 in Justice Millage funds was added through Resolution #19-512. Due to overall high utilization early in the fiscal year and increasing utilization due to COVID-19, Resolution #20-180 was approved to add up to \$115,000 in April. However, due to the pandemic, it has been challenging to project the level of need and utilization has continued to increase. It is now clear that the total approved to date (\$185,000) will not maintain services through the end of the year. A projected additional amount of up to \$85,000 is requested for services through December 31, 2020. Pursuant to the terms of the current JSG contract, written notice can be provided, as additional funds are made available. Current funding is projected to run out in September. If additional funding is not approved, only self-pay electronic monitoring services will be available, which would significantly limit or preclude access to this much-needed service.

The proposed \$85,000 supplement to indigent electronic monitoring funds are available from 2019 unspent programming funds within the Justice Millage Fund. There is potential to receive FEMA reimbursement for some portion of electronic monitoring expenditures directly related to COVID-19, which would provide a 75% reimbursement for qualifying expenses.

See memo for details.

7. Office of Homeland Security and Emergency Management – Resolution to Accept Grant Funds from the Department of Justice, BJA FY 20 Coronavirus Emergency Supplemental Funding Program

This resolution will authorize the acceptance of \$36,170 from the BJA FY 20 Coronavirus Emergency Supplemental Funding Program from the Department of Justice and entering into an agreement for the time period of January 20, 2020 through January 31, 2022. This funding will assist the Ingham County Sheriff's Office in preventing, preparing for, and responding to the coronavirus. Funds may be used for overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, and sanitizer), training, travel expenses, and addressing the medical needs of inmates in the jail.

8. Sheriff's Office – Resolution to Authorize Ingham County and the Ingham County Sheriff's Office to Renew Three-Year Contract Agreement with the Michigan State Police and Saginaw County for Participation in the Statewide Records Management System (SRMS)

This resolution will authorize entering into a contract with Michigan State Police and Saginaw County for the Statewide Records Management System (SRMS) for the time period of September 30, 2020 through September 30, 2023 for an annual yearly contract cost not to exceed \$37,400 per year. The cost for Jail Records Management is based on structural jail beds within the jail facility at a cost of \$50.00 per jail bed being utilized by the Ingham County Sheriff's Office, currently at 444 beds. This is a renewal contract and funds are included in the budget for this expense.

9a. Parks Department - Resolution to Authorize Fees for Camping at Burchfield Park

This resolution authorizes fees for camping options at Burchfield Park:

- Rustic Camping in designated areas \$15/night (for the 2021 season)
- Yurt/Cabin Camping \$85/night (for future season, when yurt/cabins are built)
- \$200 damage fee for cleanup of campsites

9b. Parks Department - Resolution to Authorize the Acceptance of the Project Agreement for a Michigan Natural Resources Trust Fund Grant #TF19-0116

This resolution authorizes the acceptance of a project agreement for the Michigan Natural Resources Trust Fund in the amount of \$300,000 from the MDNR for improvements at Hawk Island Park. The total project cost will not exceed \$531,400 with \$231,400 available from the Trails and Parks Millage to match the \$300,000 grant. The project will include the following improvements: a new paved path, in lieu of the boardwalk along the bank of the lake, replacement of asphalt walkways between the bathhouse, parking lot and docks, three new fishing piers/overlook docks, native landscaping, parking lot striping, and striping of the trail loop around the lake and out to Cavanaugh Road.

9c. Parks Department - Resolution to Authorize the Acceptance of the Project Agreement for a Michigan Natural Resources Trust Fund Grant #TF19-0114

This resolution authorizes acceptance of a project agreement for the Michigan Natural Resources Trust Fund in the amount of \$300,000 from the MDNR for improvements at Lake Lansing South. The total project cost will not exceed \$1,025,200 with \$725,200 available from the Trails and Parks Millage to match the \$300,000 grant. The project will include the following improvements: removal of the existing restroom/concession building, removal and relocation of the Sunrise Cabana, a new bathhouse building that will include restrooms, changing rooms, concessions, storage, picnic tables with umbrellas near the concession area, six interpretive signs to talk about the historical significance of the park, a new 6' wide path from the existing parking lot to the new bathhouse and to the playground, and replacement of some of the existing walkways in the park, and two outdoor showers.

9d. Parks Department - Resolution to Authorize the Application to the Ingham County Trails and Parks Millage Fund for Four Projects within the Ingham County Parks

This resolution authorizes the Parks Department to apply for the sixth round of the Trails and Parks Millage Fund Applications. Attached are the preliminary cost estimates for four grant applications:

- (1) Lake Lansing Boat Launch: include a boat wash station/drainage/wetland planting, replacement of the boat ramp and skid pier this is a shovel ready grant with hopes to be completed in 2021 matched with Parks T & P CIP requested from their 2021 budget request (Exhibit A).
 - (2) Lake Lansing North: boardwalk replacement Phase I apply for two MDNR Grants MNRTF and MNRL&W utilizing Trails and Parks as match (Exhibit B).
 - (3) Burchfield Park: Apply for MNRL&W Grant for cabins rentals and accessible loop trail utilizing Trails and Parks as match (Exhibit C).
 - (4) Burchfield Park: MNRTF Small Grant for observation/fishing replacement decks along the Grand River and Peppermint Creek Bridge Replacement utilizing Trails and Parks as match (Exhibit D).
- The Parks Department is requesting the Ingham County Board of Commissioners to authorize the use of \$1,316,500 from the Trails and Parks Millage

9e. Parks Department - Resolution to Authorize an Amendment to the Contract with Spicer Group, Inc.

This resolution authorizes an Amendment to the Contract with Spicer Group, Inc. to provide additional consulting services in an amount not to exceed \$57,000 to and assist the Ingham County Parks staff with the delivery of certain millage related items within the current contract scope, to include providing validating cost estimates are accurate, project viability reporting, follow-up and monitoring of projects, post audit completion, bridge and engineering expertise, wayfinding program, professional services design and grants assistance, and mapping and updates to the comprehensive report as needed.

10a. Health Department - *Resolution to Authorize an Agreement with Adams Outdoor to Promote Weed Facts Campaign*

This resolution authorizes an agreement with the Adams Outdoor for the period of August 1, 2020 through September 15, 2020 in an amount not to exceed \$7,035 to disseminate Weed Facts 2020 campaign messages. Funding for this agreement comes from the LARA Grant authorized in Resolution #20-070.

10b. Health Department - *Resolution to Amend the Collaborative Agreement with the Capital Area United Way*

This resolution authorizes an amendment the collaborative agreement with the Capital Area United Way for a term of October 1, 2019 through September 30, 2020 at an amount up to \$27,328.80. Funds are included in the Health Department's 2020 budget.

10c. Health Department - *Resolution to Authorize an Agreement with Edge for New Medical Marijuana Public Education Messaging to Compliment the Campaign Developed in Fiscal Year 2019*

This resolution authorizes an agreement with Edge for the period of July 20, 2020 through September 15, 2020 in an amount not to exceed \$5,000 for the development of an education, communication and outreach campaign regarding the Michigan Medical Marijuana Act. Funding for this agreement comes from the LARA Grant authorized in Resolution #20-070.

10d. Health Department - *Resolution to Establish a Nurse Assessor Position*

This resolution authorizes the establishment a 1.0FTE 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.

10e. Health Department - *Resolution to Authorize an Agreement with Redhead Design to Expound Upon and Develop Hand Washing Messages for ICHD and Local Health Partners*

This resolution authorizing an agreement with the Redhead Design August 1, 2020 through September 30, 2020 in an amount not to exceed \$25,000 to build upon existing hand washing messages and create new hand washing and hand hygiene messages (including messaging regarding fomites and avoidance of touching one's face). Funding for this agreement DHHS grant 20-216

10f. Health Department - *Resolution to Authorize an Agreement with Luma Health*

This resolution authorizes an agreement with Luma Health to provide patient outreach, appointment reminders, and a telehealth platform effective July 27, 2020 through July 27, 2023. Costs for year 1 will be covered by funding from the Michigan Health Endowment Fund, approved by Resolution #20-174; funding from the HRSA CARES funding approved by Resolution #20-176; and financial support from the Michigan Quality Improvement Network (MQIN) in an amount not to exceed \$102,672. Subsequent years will be budgeted into the ICHC budget.

10g. Health Department - Resolution to Accept Funding from Michigan, Department of Labor & Economic Opportunity (LEO)

This resolution authorizes the acceptance of \$247,714.75 of funding from the Office of Global Michigan, Department of Labor & Economic Opportunity for Refugee Health Screening and Refugee Health Promotion Services for the grant period of August 15, 2020 through September 30, 2021.

10h. Health Department - Resolution to Authorize a Contract with Piper & Gold Public Relations

This resolution authorizes contracting with Piper & Gold Public Relations for graphic design and focus group services up to \$13,500 for the period of August 10, 2020 through September 30, 2020.

11. 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.

12a. 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.

12b. 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.

13a. 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.

13b. 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.

14a. 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.

14b. 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.

14c. 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.

14d. 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.

PRESENTATION/DISCUSSION/OTHER ITEM:

- 1. Ingham County Brownfield Development Authority – Amended Brownfield Plan for K3 Property LLC, 318 W Kipp Road, City of Mason (*Presentation*)**
- 2. Financial Services – Presentation of the Audit and Financial Statements (*Comprehensive Annual Financial Report Previously Distributed*)**
- 4a. Treasurer’s Office – 2nd Quarter Investment Report**
- 9f. Parks Department - Millage Contract – City of Lansing Amendments**

This resolution requests an additional \$1.8 million from the Trails and Parks Millage for six previously approved bridge projects within the City of Lansing, as detailed in the chart below. The original amount authorized was \$1,697,746. The Interim Controller/Administrator has concerns about this request because for three reasons:

- The Trails and Parks Millage is projected to generate just over \$3.8 million in 2020. This request is for nearly half of a year of millage revenue.
- To date, sufficient documentation explaining the reasons for the cost increase has not been provided.
- This request more than doubles the original cost for these six projects.

Contract Title	Project #	Original Amount Authorized	Additional Amount Authorized	Total Revised Contract Amount
Bridge Repair/Replacement E. of Moore's Park CL-09	TR039	\$78,750.00	\$558,006.87	\$636,756.87
Bridge CL-13	TR065	\$86,442.85	\$173,217.27	\$259,660.12
Bridge CL-14	TR067	\$100,980.97	\$276,618.27	\$377,599.24
Bridge CL-15	TR066	\$344,042.54	\$272,650.97	\$616,693.51
Bridge CL-18	TR064	\$714,017.94	\$227,101.35	\$941,119.29
Bridge CL-31	TR056	\$373,511.70	\$292,405.27	\$665,916.97

This request was approved by the Parks Commission. We are recommending that representatives from the City of Lansing attend the meeting to answer any questions.

15. Closed Session

- a. Attorney-Client Privileged Communication
- b. Discussion of Collective Bargaining Pursuant to MCL 15.268(c)

16. Board Referral – Memo from Financial Services Department Director Tori Meyer in Response to the Request for Improvement of Deficiencies – Correction Action Plan for the Fiscal Year 2019



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*

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RESOLUTION ADOPTING A BROWNFIELD PLAN – INGHAM COUNTY

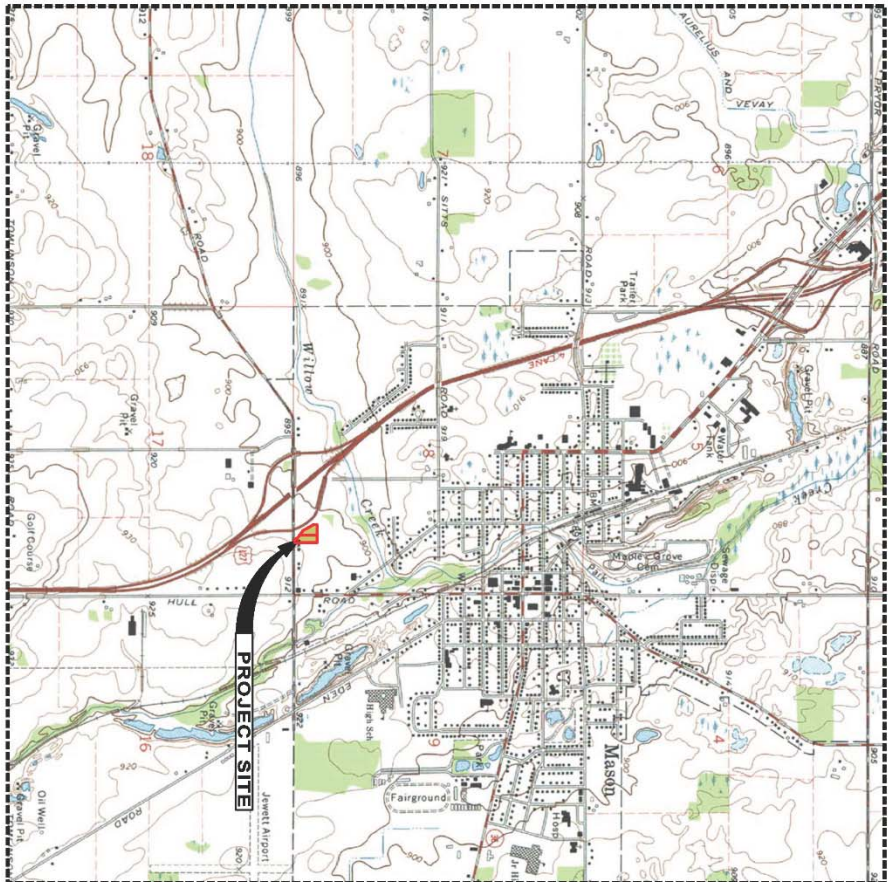


EXHIBITS

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
2500 INTERSTATE PARKWAY
KALAMAZOO, MICHIGAN 49004
PH: (269) 255-1100 FAX: (269) 255-2445

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

1

PROJECT NO.
150189
FOUNDER, INC.



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



SCHEDULES/TABLES

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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	\$ 412,425.76	\$ -	\$ -	\$ -	\$ -	\$ 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.

**INGHAM COUNTY
POOLED CASH AND INVESTMENTS
JUNE 30, 2020**

	PURCHASE DATE	MATURITY	INTEREST RATE	BALANCE JUNE 30, 2020
OPERATING BANK ACCOUNTS				12,746,691.63
CERTIFICATES OF DEPOSIT				
LAFCU	12/27/2017	12/27/2020	1.60	1,014,867.19
LAFCU	12/27/2019	12/27/2022	2.15	1,000,000.00
MSUFCU	12/5/2018	12/5/2020	2.76	1,000,000.00
MSUFCU	12/26/2018	12/26/2021	3.01	1,000,000.00
MSUFCU	3/4/2019	3/4/2022	3.01	1,000,000.00
MSUFCU	5/30/2019	5/30/2021	2.81	1,000,000.00
MSUFCU	7/1/2019	7/1/2022	2.76	1,000,000.00
CIBC	8/26/2019	8/21/2020	1.90	1,000,000.00
HORIZON BANK	5/27/2020	9/27/2021	0.58	1,000,000.00
LEVEL ONE BANK	8/23/2019	8/17/2020	1.90	1,000,000.00
CHOICE ONE BANK	11/15/2019	11/14/2020	1.70	1,000,000.00
FLAGSTAR BANK	12/9/2019	12/11/2020	1.70	1,000,000.00
FNB BANK	7/9/2019	7/9/2021	2.00	1,000,000.00
TOTAL CERTIFICATES OF DEPOSIT				13,014,867.19
RESERVE AND SAVINGS				
LAFCU			0.55	154,268.06
MSUFCU			1.20	1,738,829.87
DART			0.85	1,803,797.09
DART				200,000.00
SMALL ACCOUNTS				32.19
MICHIGAN CLASS				36,844,839.39
TOTAL RESERVE AND SAVINGS				40,741,766.60
FEDERAL AGENCY COUPON SECURITIES				
Federal Farm Credit Bank	12/3/2019	12/18/2028	2.53	1,997,500.00
Federal Farm Credit Bank	3/25/2020	3/25/2025	1.20	2,000,000.00
Federal Home Loan Bank	7/8/2019	7/17/2025	2.45	2,000,000.00
Federal Farm Credit Bank	3/30/2020	3/30/2027	1.55	2,000,000.00
Federal Home Loan Bank	3/25/2020	3/25/2025	1.20	2,000,000.00
TOTAL FED AGENCY COUPON SECURITIES				9,997,500.00
COMMERCIAL PAPER				
BASF SE	5/26/2020	9/3/2020		1,996,944.40
NATIXIS (NY Branch)	5/28/2020	2/22/2021		1,993,400.00
Natwest Markets PLC	1/30/2020	10/27/2020		1,971,996.66

Novartis Finance Corp	4/3/2020	8/4/2020		1,992,483.34
TransCanada Pipeline	6/1/2020	7/10/2020		1,998,808.34
Walt Disney Co	4/3/2020	7/20/2020		1,988,540.00
Walt Disney Co	5/29/2020	1/22/2021		1,993,388.90
Exxon Mobil Corporation	3/18/2020	7/10/2020		1,988,916.67
TOTAL COMMERCIAL PAPER				15,924,478.31

MUNICIPAL BONDS

Lansing Board of Water and Light	6/15/2011	7/1/2020	3.5	950,000.00
Haslett Schools	5/24/2017	5/1/2021	2.01	250,405.40
South Lyon Community Schools	5/15/2013	5/1/2022	2.69	302,625.00
State of Michigan A REG	6/19/2017	11/1/2022	1.97	709,669.97
Houghton-Portage Township	6/21/2016	5/1/2025	2.7	201,666.00
Ionia School District	3/22/2017	5/1/2025	2.2	235,884.12
TOTAL MUNICIPAL BONDS				2,650,250.49

TOTAL POOLED INVESTMENTS **82,328,862.59**

TOTAL POOLED CASH AND INVESTMENTS **95,075,554.22**

Eric A. Schertzing, Ingham County Treasurer

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

Agenda Item 5a

[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 6

TO: Board of Commissioners Law and Courts and Finance Committees

FROM: Mary Sabaj, CCAB Manager

DATE: July 30, 2020

SUBJECT: RESOLUTION TO AUTHORIZE ADDITIONAL MILLAGE FUNDS FOR INDIGENT ELECTRONIC MONITORING SERVICES AND NOTICE TO JSG MONITORING THAT ADDITIONAL JUSTICE MILLAGE FUNDS HAVE BEEN ALLOCATED AND ARE AVAILABLE TO MAINTAIN INDIGENT USER ELECTRONIC MONITORING SERVICES THROUGH DECEMBER 31, 2020

BACKGROUND

Resolution #19-393, approved September 24, 2019, authorized the current contract with JSG Monitoring for indigent user electronic monitoring services. The 2020 Budget approved a General Fund allocation of \$50,000 and an additional \$20,000 in Justice Complex Millage Funds was added in Resolution #19-512 on November 26, 2019. Due to overall high utilization early in the fiscal year and increasing utilization due to COVID-19, Resolution #20-180 was approved to add up to \$115,000 on April 28, 2020. However, due to the pandemic, it has been challenging to project the level of need and utilization has continued to increase. It is now clear that the total approved to date (\$185,000) will not maintain services through the end of the year. A projected additional amount of up to \$85,000 is requested for services through December 31, 2020. Pursuant to the terms of the current JSG contract, written notice can be provided, as additional funds are made available.

ALTERNATIVES

Current funding is projected to run out in September, leaving the only option of self-pay for electronic monitoring services. Given the unprecedented challenges presented by COVID-19, this will significantly limit or preclude access to this much-needed service.

FINANCIAL IMPACT

The proposed \$85,000 supplement to indigent electronic monitoring funds are available from 2019 unspent programming funds within the Justice Millage Fund and will provide needed funds through December 31, 2020. There is potential to receive FEMA reimbursement for some portion of electronic monitoring expenditures directly related to COVID-19.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of providing easy access to quality, innovative, cost effective services that promote well-being and quality of life for the residents of Ingham County, specifically section A 2. (e) of the Action Plan – Combine Jail sentences with substance abuse and other treatment programming when appropriate to reduce recidivism.

OTHER CONSIDERATIONS

Electronic monitoring is a highly cost efficient option for monitoring appropriate offenders in the community (\$5.50 to \$10 per day) and has proven to be an essential resource during the current COVID-19 crisis. Adequate indigent electronic monitoring resources will continue to be needed as an alternative to jail; and, to provide services for self-pay clients who have lost employment or whose hours have been reduced as a direct result of COVID-19. It is expected that this increased need for electronic monitoring resources will continue through 2020.

RECOMMENDATION

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

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE ADDITIONAL MILLAGE FUNDS FOR INDIGENT ELECTRONIC MONITORING SERVICES AND NOTICE TO JSG MONITORING THAT ADDITIONAL JUSTICE MILLAGE FUNDS HAVE BEEN ALLOCATED AND ARE AVAILABLE TO MAINTAIN INDIGENT USER ELECTRONIC MONITORING SERVICES THROUGH DECEMBER 31, 2020

WHEREAS, in Resolution #19-393 the Board of Commissioners authorized entering a contract with JSG Monitoring Services to provide electronic monitoring services for indigent users for an initial three (3) year performance period effective December 1, 2019 through December 1, 2022 followed by two, one (1) year automatic renewal periods not to exceed December 31, 2024; and

WHEREAS, this contract provides that upon exhaustion of the annual budgeted funds during any given year, JSG Monitoring is required to cease performing services for the remainder of the year, unless or until JSG is notified in writing that additional funding is available to continue services for indigent users; and

WHEREAS, to supplement the 2019 - 2020 General Fund allocation of \$50,000 for indigent user Electronic Monitoring services, on November 26, 2019 the Board of Commissioners adopted Resolution #19-519 that included Justice Millage funds in an amount up to \$20,000 and on April 28, 2020 in Resolution #20-180 approved additional Justice Millage funds of up to \$115,000; and

WHEREAS, due to generally high utilization early this fiscal year and increasing need for services due to COVID-19, the County General Fund allocation and supplemental Justice Millage funds totaling \$185,000 will not cover the cost of services through December 31, 2020; and

WHEREAS, additional electronic monitoring funding up to \$85,000 is needed to ensure that services continue through December 31, 2020.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes providing JSG written notice that additional funds in an amount not to exceed \$85,000 are available through December 31, 2020.

BE IT FURTHER RESOLVED, that funds to supplement the FY 2019-2020 General Fund allocation will come from the Justice Millage.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary adjustments to the 2020 budget.

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

Agenda Item 7

TO: Law and Courts Committee
Finance Committee

FROM: Sergeant James Every, Ingham County Office of Homeland Security and
Emergency Management

DATE: July 9, 2020

RE: Resolution to accept grant funds from the Department of Justice, BJA FY 20
Coronavirus Emergency Supplemental Funding Program.

This resolution is to accept grant funds from the Department of Justice, BJA FY 20 Coronavirus Emergency Supplemental Funding Program. The Coronavirus Emergency Supplemental Funding (CESF) Program will provide funding to assist the Ingham County Sheriff's Office in preventing, preparing for, and responding to the coronavirus.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ACCEPT GRANT FUNDS FROM THE DEPARTMENT OF JUSTICE,
BJA FY 20 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM**

WHEREAS, on March 10, 2020, the Department of Health and Human Services identified the first two presumptive-positive cases of COVID-19 in Michigan; and

WHEREAS, since then, the virus spread across Michigan, bringing death to over six thousand, and confirmed cases over seventy four thousand, and deep disruption to this state's economy, homes, and educational, civic, social, and religious institutions; and

WHEREAS, the Ingham County Sheriff's Office of Homeland Security and Emergency Management are to develop and maintain a response plan capable of protecting life, property, and vital infrastructure in times of disaster or emergency; and

WHEREAS, grant funds in the amount of \$36,170 are available from the Department of Justice's BJA FY 20 Coronavirus Emergency Supplemental Funding Program; and

WHEREAS, the funds may be used for overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses, and addressing the medical needs of inmates in jails.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the acceptance of \$36,170 from the BJA FY 20 Coronavirus Emergency Supplemental Funding Program from the Department of Justice and enters into an agreement for the time period of January 20, 2020 through January 31, 2022.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners directs the Controller/Administrator to make any necessary budget adjustments in the Ingham County Office of Homeland Security & Emergency Management 2020 Budget.

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

Agenda Item 8

TO: Board of Commissioners: Law & Courts and Finance Committees
FROM: Undersheriff Andrew R. Bouck
DATE: July 21, 2020
SUBJECT: Continued contract with Michigan State Police and Saginaw County for Statewide Records Management System (SRMS)
For the meeting agenda of August 13, 2020

BACKGROUND

The Ingham County Sheriff's Office wishes to renew the three-year contract with Michigan State Police and Saginaw County for Statewide Records Management System (SRMS). The Sheriff's Office has contracted with Michigan State Police and Saginaw County since 2017, this current system replaced our previous records management system (Tritech). The Sheriff's Office requests approval to continue contracting with Michigan State Police and Saginaw County for the use of the Statewide Records Management System (SRMS).

ALTERNATIVES

None.

FINANCIAL IMPACT

There is no financial impact as this contractual service has been budgeted for. This request is just to renew the existing contractual relationship with vendor.

STRATEGIC PLANNING IMPACT

Not Applicable

OTHER CONSIDERATIONS

None.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to support a renewal contract with the vendor to continue support of the Statewide Records Management System (SRMS).

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE INGHAM COUNTY AND THE INGHAM COUNTY SHERIFF'S
OFFICE TO RENEW THREE-YEAR CONTRACT AGREEMENT WITH THE MICHIGAN
STATE POLICE AND SAGINAW COUNTY FOR PARTICIPATION IN THE
STATEWIDE RECORDS MANAGEMENT SYSTEM (SRMS)**

WHEREAS, the Ingham County Sheriff's Office wishes to renew the three-year contract agreement with the Michigan State Police (MSP) and Saginaw County for the Statewide Records Management System (SRMS); and

WHEREAS, the Sheriff's Office initially contracted with the Michigan State Police and Saginaw County for the Statewide Records Management System in 2017; and

WHEREAS, the Statewide Records Management System (SRMS) allows for data exchange between all public safety agencies within the State of Michigan who decided to participate; and

WHEREAS, the Statewide Records Management System (SRMS) incorporates a Jail Records Management system for all jail records as well; and

WHEREAS, Saginaw County is providing the remote access to Saginaw County's Information Systems and Services (SCISS) Department for the Records Management System for the Ingham County Sheriff's Office to utilize SRMS which encompasses a Jail Records Management System; and

WHEREAS, the user cost for each sworn officer is \$200.00 per year for use of the SRMS, currently the total number of sworn officers who will be utilizing the system is 76 officers; and

WHEREAS, the cost for Jail Records Management is based on structural jail beds within the jail facility at a cost of \$50.00 per jail bed being utilized by the Ingham County Sheriff's Office, currently the operational use of jail beds within the facility is 444 beds.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes entering into a contract with Michigan State Police and Saginaw County for the Statewide Records Management System (SRMS) for the time period of September 30, 2020 through September 30, 2023 for an annual yearly contract cost not to exceed \$37,400.00 per year (76 users x \$200.00 = \$15,200.00 plus 444 beds x \$50.00 = \$22,200.00 for a grand total of \$37,400.00).

BE IT FURTHER RESOLVED, that the funds for this purpose will come from the IT Equipment-Maintenance Loft account, #636-25820-932050.

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

TO: Board of Commissioners Human Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: July 7, 2020
SUBJECT: Burchfield Park Camping Fees for Future Seasons
For the meeting agenda of 7/20/20 Human Services and 7/22/20 Finance

BACKGROUND

Park staff is proposing new camping options for visitors at Burchfield Park for future seasons. Rustic camping would be limited to 4-5 reservable rustic sites, mostly along the river or a short hike off the main trail. The river sites would be unique along the Grand River and encourage paddlers to use the park and make longer treks on the river. The idea is also to build a cabin and/or yurt with some amenities like electric and make them closer to parking lots and bathroom facilities for families and groups to reserve. We believe this would be a popular amenity for the park since there is no water trail camping along the Grand in any direction you go.

ALTERNATIVES

This project would be in line with the Parks Department 5-year Master Plan for capital improvements that improve accessibility and enhance the user experience. The alternative is to not offer camping.

FINANCIAL IMPACT

This could offer a new sources of revenue for Burchfield Park. The proposed fees are:

- Rustic Camping in designated areas \$15/night
- Yurt/Cabin Camping \$85/night
- \$200 damage fee for cleanup of campsites

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of striving to make facilities and services user- friendly, specifically Section A. 1(f) - Maintain and improve existing parkland, facilities and features, 1(g) - Work to improve accessibility for visitors of all ages and abilities and 1(h)- Enhance existing trails and blueways, and develop new multi-use trails and blueways, that connect parks with recreational, residential, cultural, and business centers throughout Ingham County.

OTHER CONSIDERATIONS

The Ingham County Park Commission supported this resolution at their June 22, 2020 meeting.

RECOMMENDATION

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

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE FEES FOR CAMPING AT BURCHFIELD PARK

WHEREAS, Board of Commissioners Resolution 11-049 allows the Ingham County Parks Commission to make user fee recommendations to the Ingham County Board of Commissioners for activities within the County Parks; and

WHEREAS, park staff and the Park Commission recommend new fees for camping options at Burchfield Park.

THEREFORE BE IT RESOLVED, that this fee structure becomes effective upon passage of this resolution by the Ingham County Board of Commissioners for camping options at Burchfield Park:

- Rustic Camping in designated areas \$15/night (for the 2021 season)
- Yurt/Cabin Camping \$85/night (for future season, when yurt/cabins are built)
- \$200 damage fee for cleanup of campsites

TO: Board of Commissioners Human Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: August 4, 2020
SUBJECT: Hawk Island Grant #TF19-0116
For the meeting agenda of 8/17/20 Human Services and 8/19/20 Finance

BACKGROUND

Board of Commissioners Resolution #19-118 authorized the submission of a Michigan Natural Resources Trust Fund Grant for accessibility improvements at Hawk Island. The Michigan Natural Resources Trust Fund recommended this project for funding. This resolution authorizes the acceptance of the project agreement for the Michigan Natural Resources Trust Fund grant as Ingham County Parks successfully received this \$300,000 grant from the MDNR.

Attached is the Project Agreement, a boundary map of the project area, and a legal description. The project will include the following improvements: a new paved path, in lieu of the boardwalk along the bank of the lake, replacement of asphalt walkways between the bathhouse, parking lot and docks, three new fishing piers / overlook docks, native landscaping, parking lot striping, and striping of the trail loop around the lake and out to Cavanaugh Road.

ALTERNATIVES

This project would be in line with the Parks Department 5-year Master Plan for capital improvements that improve accessibility and enhance the user experience. The only alternative is to not accept the grant.

FINANCIAL IMPACT

There is \$231,400 available for this project in line item 228-62800-967000-TR059 (line item assigned to two Hawk Island grants #LW19-0027 and TF19-0116) which includes:

\$231,400 from the Ingham County Trails and Parks Millage approved in Board of Commissioners Resolution #19-047 and #19-118 for a local match.

The DNR provided notice the grant will be awarded in the amount of \$300,000. This resolution authorizes the Controller/Administrator to transfer the rest of the project amount of \$300,000 from the Michigan Department of Natural Resources to be available in line item 228-62800-967000-TR059 for a total project cost of \$531,400.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of striving to make facilities and services user friendly, specifically Section A. 1(g) of the Action Plan - Work to improve accessibility for visitors of all ages and abilities.

OTHER CONSIDERATIONS

None.

RECOMMENDATION

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



Michigan Department of Natural Resources - Grants Management

Michigan Natural Resources Trust Fund Development Project Agreement

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

This Agreement is between **Ingham County** in the county of **Ingham County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act **145 of 2020**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Hawk Island Park Improvements Project #: TF19-0116

Grant Amount: \$300,000.00 57% PROJECT TOTAL: \$531,400.00

Match Amount: \$231,400.00 43%

Start Date: Date of Execution by DEPARTMENT End Date: 08/31/2022

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 10/02/2020 or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED

By [Print Name]: _____

Title: _____

Organization: _____

DUNS Number

SIGMA Vendor Number

SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

By: _____

Grants Section Manager

Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

MNRTF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **TF19-0116** uploaded to MiRecGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **08/03/2020** through **08/31/2022**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.
5. The words "project facilities" shall mean the following individual components, as further described in the application.
 - Access Pathway 6' wide or more
 - Bench(es)
 - Fishing Pier or Dock
 - Landscaping
 - Loop Path Striping
 - Paved ADA Parking Space(s)
 - Signage
 - Trash Bin(s)
6. The DEPARTMENT will:
 - a. grant to the GRANTEE a sum of money equal to **Fifty-Seven percent (57%) of Five Hundred and Thirty-One Thousand Four Hundred dollars (\$531,400.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Three Hundred Thousand dollars**

(\$300,000.00).

- b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Fifty-Seven percent (57%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiRecGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

- a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Two Hundred and Thirty-One Thousand Four Hundred dollars (\$231,400.00)** in local match. This sum represents **Forty-Three percent (43%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
 - vii. Bury all new utilities within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.

- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
 - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2020** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
 - a. Submit a progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement **within 90 days of project completion and no later than 11/30/2022**. If the GRANTEE fails to submit a complete final request for reimbursement by **11/30/2022**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.

12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. Received an exemption from the DEPARTMENT before the execution of this Agreement, and
 - b. Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated _____, and
 - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken

- by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.
19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
 - or
 - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.

28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
- Terminate this Agreement; and/or
 - Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, Land and Water Conservation Fund and Recreation Passport Grant Program; and/or
 - Require repayment of grant funds already paid to GRANTEE; and/or
 - Require specific performance of the Agreement.
29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
31. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
32. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
33. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
35. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

SAMPLE RESOLUTION
(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$_____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)

) ss

COUNTY OF _____)

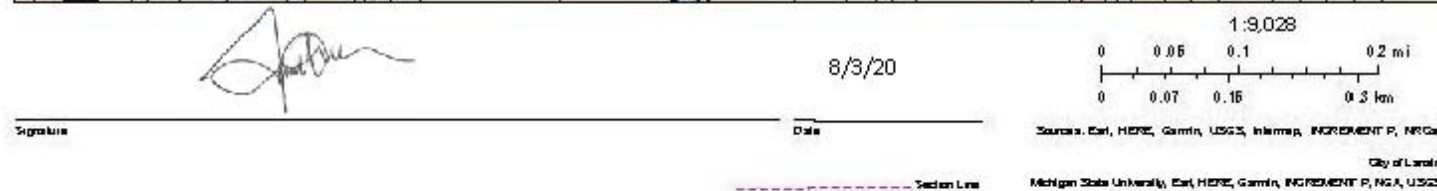
I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

Signature

Title

Date

Latitude/Longitude at park entrance
42.726334 -84.543474



LEGAL DESCRIPTION
Hawk Island Park
Ingham County, Michigan
MNRTF 19-0116

PARCEL 1

That part of the Southeast 1/4 of Section 27 and the North 1/2 of Section 34, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, beginning on the South line of the Northeast 1/4 of Section 34 at a point North 89°52'30" West 1,316.20 feet from the East 1/4 corner of Section 34; thence continuing along said South line North 89°52'30" West 1,057.64 feet; thence parallel with the North-South 1/4 line of Section 34 North 00°05'26" West 33.00 feet; thence North 89°52'30" West 254.80 feet to said North-South 1/4 line; thence along said 1/4 line North 00°05'26" West 1770.25 feet to a point 841.5 feet South of the North 1/4 corner of Section 34; thence parallel with the North line of the Northwest 1/4 of Section 34, North 89°55'43" West 15.00 feet to a point on the Easterly bank of the Sycamore Creek, said point being South 89°55'43" East 9 feet, more or less, from the waters edge; thence along an intermediate traverse line North 16°00'00" West 180.59 feet; thence continuing along said traverse line on the East side of the Sycamore Creek and thence title line West of said creek North 53°31'41" West 384.93 feet; thence parallel with and 200 feet Easterly of (measured at right angles) the Easterly right of way line of the Michigan Central Railroad North 12°20'43" West 450.06 feet to the North line of said Northwest 1/4 of Section 34; thence South 89°55'43" East 469.21 feet to the North 1/4 corner of Section 34, (South 1/4 corner of Section 27); thence along the North-South 1/4 line of Section 27 North 00°04'19" East 120.00 feet to a point on the Southeasterly bank of said Sycamore Creek, said point being South 00°04'19" West 8 feet, more or less, from the waters edge; thence along an intermediate traverse line North 45°00'00" East 110.00 feet; thence continuing along said traverse line North 20°00'00" West 140.68 feet to a point South 89°57'33" East 12 feet, more or less, from said waters edge; thence along the North line of the South 330 feet of the West 1/2 of the Southeast 1/4 of Section 27 South 89°57'33" East 1,285.97 feet; thence along the Southerly projection of the West line of Goodhome Subdivision, recorded in Liber 9 of Plats, Page 5, Ingham County Records, North 00°03'22" East 14.38 feet to the Southwest corner of said Goodhome Subdivision; thence along the South line of said subdivision South 89°55'56" East 527.73 feet; thence South 00°04'52" West 344.68 feet to the South line of the Southeast 1/4 of Section 27; thence along said South line North 89°53'55" West 222.58 feet to the Northerly projection of the West Right of Way line of Ruth Street (platted as Donna Street) in Supervisor's Plat of Cherry Hill recorded in Liber 12 of Plats, Page 32, Ingham County Records; thence along said West line South 00°03'12" West 471.34 feet to the Southeast corner of Lot 86 of said Supervisor's Plat; thence North 89°53'55" West 305.00 feet to the Southwest corner of Lot 86; thence South 00°03'12" West 1,176.72 feet to the Southwest corner of said Supervisor's Plat and the Northwest corner of Supervisor's Plat of Cherry Hill No. 1, recorded in Liber 17 of Plats, Page 2, Ingham County Records; thence along the West line of said Supervisor's Plat South 00°09'16" East 998.62 feet to the point of beginning. ALSO all that land lying between the above described intermediate traverse line and the Easterly edge of the Sycamore Creek.

*Paid THRU 1994
All Taxes*

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF THE PROJECT AGREEMENT FOR A MICHIGAN NATURAL RESOURCES TRUST FUND GRANT #TF19-0116

WHEREAS, the Michigan Department of Natural Resources has approved the grant request in the total amount of \$300,000 for the grant application titled Hawk Island Park Improvements #TF19-0116 to the Michigan Natural Resources Trust Fund for accessibility improvements throughout the park for people of all abilities at Hawk Island, located in Lansing; and

WHEREAS, these improvements will include a new paved path, in lieu of the boardwalk along bank of the lake, replacement of asphalt walkways between the bathhouse, parking lot and docks, three new fishing piers / overlook docks, native landscaping, parking lot striping, and striping of the trail loop around the lake and out to Cavanaugh Road; and

WHEREAS, the required matching funds of \$231,400 will come from previously appropriated County funds reserved for this purpose in Resolution #19-047 and #19-118 is required by the Project's Grant Agreement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners, Ingham County, Michigan, does hereby accept the terms of the Agreement for grant # TF19-0116 for accessibility improvements at Hawk Island as received from the Michigan Department of Natural Resources (DEPARTMENT), and that the Ingham County Board of Commissioners does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide two hundred thirty one thousand and four hundred (\$231,400) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this resolution.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to transfer the project amount of \$300,000 from the Michigan Department of Natural Resources be available in line item 228-62800-967000-TR059.

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

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

TO: Board of Commissioners Human Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: August 4, 2020
SUBJECT: Lake Lansing South Grant #TF19-0114
For the meeting agenda of 8/17/20 Human Services and 8/19/20 Finance

BACKGROUND

Board of Commissioners Resolution #19-121 authorized the submission of a Michigan Natural Resources Trust Fund Grant for accessibility improvements at Lake Lansing Park South. The Michigan Natural Resources Trust Fund recommended this project for funding. This resolution authorizes the acceptance of the project agreement for the Michigan Natural Resources Trust Fund grant as Ingham County Parks successfully received this \$300,000 grant from the MDNR.

Attached is the Project Agreement, a boundary map of the project area, and a legal description. This grant includes removal of the existing restroom/concession building, removal and relocation of the Sunrise Cabana, a new bathhouse building that will include restrooms, changing rooms, concessions, storage, picnic tables with umbrellas near the concession area, six interpretive signs to talk about the historical significance of the park, a new 6' wide path from the existing parking lot to the new bathhouse and to the playground, and replacement of some of the existing walkways in the park, and two outdoor showers.

ALTERNATIVES

This project would be in line with the Parks Department 5-year Master Plan for capital improvements that improve accessibility and enhance the user experience. The only alternative is to not accept the grant.

FINANCIAL IMPACT

There is \$725,200 available for this project in line item 228-62800-967000-TR061 (line item assigned to two Lake Lansing South grants #LW19-0026 and TF19-0114) which includes:

\$725,200 from the Ingham County Trails and Parks Millage approved in Board of Commissioners Resolution #19-047 and #19-121 for a local match.

The DNR provided notice the grant will be awarded in the amount of \$300,000. This resolution authorizes the Controller/Administrator to transfer the rest of the project amount of \$300,000 from the Michigan Department of Natural Resources to be available in line item 228-62800-967000-TR061 for a total project cost of \$1,025,200.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of striving to make facilities and services user friendly, specifically Section A. 1(g) of the Action Plan - Work to improve accessibility for visitors of all ages and abilities.

OTHER CONSIDERATIONS

None.

RECOMMENDATION

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



Michigan Department of Natural Resources - Grants Management

Michigan Natural Resources Trust Fund Development Project Agreement

This information is required by authority of Part 6 of Act 461, P.A. 1994 as amended, to receive funds.

This Agreement is between **Ingham County** in the county of **Ingham County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act 145 of 2020, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Lake Lansing Park South - Bathhouse Replacement Project #: TF19-0114
Grant Amount: \$300,000.00 30% PROJECT TOTAL: \$1,025,200.00
Match Amount: \$725,200.00 70%
Start Date: _____ Date of Execution by DEPARTMENT _____ End Date: 08/31/2022

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 10/02/2020 or the Agreement may be cancelled by the DEPARTMENT. This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it. The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED

By [Print Name]: _____

Title: _____

Organization: _____

DUNS Number

SIGMA Vendor Number

SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

By: _____

Grants Section Manager

Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

MNRTF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **TF19-0114** uploaded to MiRecGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **08/03/2020** through **08/31/2022**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.
5. The words "project facilities" shall mean the following individual components, as further described in the application.
 - Access Pathway 6' wide or more
 - Bathhouse
 - Picnic Table(s)
 - Shelter
 - Signage
6. The DEPARTMENT will:
 - a. grant to the GRANTEE a sum of money equal to **Thirty percent (30%)** of **One Million Twenty-Five Thousand Two Hundred dollars (\$1,025,200.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Three Hundred Thousand dollars (\$300,000.00)**.
 - b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:

- i. Payments will be made on a reimbursement basis at **Thirty percent (30%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
- ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiRecGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
- iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

- a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Seven Hundred and Twenty-Five Thousand Two Hundred dollars (\$725,200.00)** in local match. This sum represents **Seventy percent (70%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
 - vii. Bury all new utilities within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
- e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against

- the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
- f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
 - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2020** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
 9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
 - a. Submit a progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement **within 90 days of project completion and no later than 11/30/2022**. If the GRANTEE fails to submit a complete final request for reimbursement by **11/30/2022**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
 10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
 11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.
 12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or

disability.

13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. Received an exemption from the DEPARTMENT before the execution of this Agreement, and
 - b. Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated _____, and
 - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and

- c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.
19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
 - or
 - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the

- violation is resolved to the satisfaction of the DEPARTMENT; and/or
- c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, Land and Water Conservation Fund and Recreation Passport Grant Program; and/or
 - d. Require repayment of grant funds already paid to GRANTEE; and/or
 - e. Require specific performance of the Agreement.
29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
31. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
32. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
33. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
35. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

SAMPLE RESOLUTION
(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$_____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)

) ss

COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

Signature

Title

Date

Boundary Map
Lake Lansing Park South Improvements TF 19-0114

Map Source: Ingham County GIS

30 Acres

Latitude/Longitude at park entrance: 42.757173 -84.408224



signature

8/3/20

date



Lake Lansing Park South

Legal Description

TF 19-0114

The entire Block 1, plat of the Village of Nemoka, being part of the North $\frac{3}{4}$ of the East fractional $\frac{1}{2}$ of Section 10, T4N, R1W, Meridian Township, Ingham County, Michigan; Also: that part of the S.E. fractional $\frac{1}{4}$ of Section 3, T4N, R1W, Meridian Township, Ingham County, Michigan beginning at the intersection of the South section line and the centerline of Marsh Road, said intersection being $S88^{\circ} 36' 35'' E$ 1109 feet from the South $\frac{1}{4}$ corner of Section 3; thence $S 88^{\circ} 36' 35'' E$ along the section line 1032.83 feet to the shore of Lake Lansing; thence along the shoreline of Lake Lansing Northwesterly to the South line of Pike Street (this shore line being further described as meander lines $N 34^{\circ} 30' 35'' W$ along the shore 121.50 feet; thence $N 30^{\circ} 20' 15'' W$ along the shore 583.91 feet to the South line of Pike Street); thence $N 87^{\circ} 50' 35'' W$ 946.28 feet to the centerline of Marsh Road; thence $S 24^{\circ} 14' 50'' E$ 674.11 feet to the point of beginning.

As described in Warranty Deed between Lake Lansing Park, Inc., and Ingham County on July 10, 1974.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF THE PROJECT AGREEMENT FOR A
MICHIGAN NATURAL RESOURCES TRUST FUND GRANT #TF19-0114**

WHEREAS, the Michigan Department of Natural Resources has approved the grant request in the total amount of \$300,000 for the grant application titled Lake Lansing Park South – Bathhouse Replacement #TF19-0114 to the Michigan Natural Resources Trust Fund for accessibility improvements throughout the park for people of all abilities at Lake Lansing Park South, located in Meridian Township; and

WHEREAS, these improvements will provide a new bathhouse at Lake Lansing Park South with restrooms, changing rooms, concessions and storage. The old restroom/concession building will be removed and the adjacent Sunrise Cabana will be removed and relocated. The project also includes new walkways, new picnic tables, interpretive signs and outdoor showers; and

WHEREAS, the required matching funds of \$725,200 will come from previously appropriated County funds reserved for this purpose in Resolution #19-047 and #19-121 and is required by the Project's Grant Agreement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners, Ingham County, Michigan, does hereby accept the terms of the Agreement for grant # TF19-0114 for accessibility improvements at Lake Lansing Park South as received from the Michigan Department of Natural Resources (DEPARTMENT), and that the Ingham County Board of Commissioners does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide seven hundred twenty five thousand and two hundred (\$725,200) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this resolution.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to transfer the project amount of \$300,000 from the Michigan Department of Natural Resources be available in line item 228-62800-967000-TR061.

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

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

TO: Board of Commissioners Human Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: August 3, 2020
SUBJECT: Application to the Ingham County Trails and Parks Millage Fund for County Parks Projects
For the meeting agenda of 8/17/20 Human Services and 8/19/20 Finance

BACKGROUND

The Parks Department & Park Commission has identified four separate needs for improvements for the sixth round of the Trails and Parks Millage Fund Applications. Attached are the preliminary cost estimates for four grant applications:

- (1) Lake Lansing Boat Launch: include a boat wash station/drainage/wetland planting, replacement of the boat ramp and skid pier this is a shovel ready grant with hopes to be completed in 2021 matched with Parks T & P CIP requested from their 2021 budget request (Exhibit A).
- (2) Lake Lansing North: boardwalk replacement Phase I apply for two MDNR Grants MNRTF and MNRL&W utilizing Trails and Parks as match (Exhibit B).
- (3) Burchfield Park: Apply for MNRL&W Grant for cabins rentals and accessible loop trail utilizing Trails and Parks as match (Exhibit C).
- (4) Burchfield Park: MNRTF Small Grant for observation/fishing replacement decks along the Grand River and Peppermint Creek Bridge Replacement utilizing Trails and Parks as match (Exhibit D).

ALTERNATIVES

The Parks Department is seeking funding for these applications to the current Trails and Parks Millage Application Round. Currently there are not park funds available to do these projects.

FINANCIAL IMPACT

The Parks Department is requesting the Ingham County Board of Commissioners to authorize the use of \$1,316,500 from the Trails and Parks Millage fund balance, if these projects are selected for funding in the upcoming round of grant applications. We would also anticipate utilizing \$115,600 in the 2021 Parks CIP Trails and Parks Budget requested funding if approved from the Trails and Parks Millage fund balance as well. If successful with our MDNR Grant applications, we would bring back to Ingham County \$950,000 from the State in MDNR Grant funds all matched by millage funds.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of striving to make facilities and services user-friendly, specifically Section A. 1(g) of the Action Plan - Work to improve accessibility for visitors of all ages and abilities.

OTHER CONSIDERATIONS

The Parks & Recreation Commission supported this resolution with the passage of a motion at their July 27, 2020 meeting.

RECOMMENDATION

Based on the information presented and direction from the Park Commission, I respectfully recommend approval of the attached resolution.

Exhibit A

GENERAL NOTES:

PHASE 1:

1. NEW ENTRANCE GATE, AUTOMATIC.
2. NEW BOAT WASHING STATION.
3. EXTEND THE STONE RIP-RAP TO STABILIZE THE EXISTING BANK.

FUTURE PHASES:

4. REPAVE THE EXISTING PARKING LOT AND DRIVES.
 - RE-DESIGN THE TURNING RADII FOR BETTER MANUEVERING OF CARS W/ BOAT TRAILERS.
 - ADD AND RE-ORGANIZE ADA PARKING SPACES.
5. ADD NEW PARKING AREA FOR CARS OR CARS WITH KAYAKS, WITH (2) ADDITIONAL ADA PARKING SPACES.
6. RE-DESIGN EXISTING BIO-SWALE.
7. NEW KIOSK / LIFT GATE.
8. PROPOSED CONCRETE WALKS.
9. NEW WALKWAY, LEADING TO ON SHORE FISHING ACCESS.
10. PROPOSED CANOE / KAYAK LAUNCH.
11. PROPOSED RENOVATION OF EX. BOAT LAUNCH.
12. NEW ENTRANCE SIGN.
13. NEW DECORATIVE FENCE.
14. RESTROOM IMPROVEMENTS
 - INCLUDES NEW DRINKING FOUNTAIN.
15. EX. BOAT WASH STATION.



LAKE LANSING PARK BOAT LAUNCH IMPROVEMENTS



Ingham County Parks
<http://pk.ingham.org>



NOT TO SCALE

DATE: 5/1/2020
JOB # 126747SG2019

Spicer
group
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**PRELIMINARY ESTIMATE OF COST
LAKE LANSING BOAT LAUNCH
INGHAM COUNTY, MI**

Trails & Parks Millage Grant - TOTAL, Phase 1	\$420,600.00
Topographical Survey	<u>\$5,000.00</u>
GRAND TOTAL FOR ENTIRE PROJECT, Phase 1	\$425,600.00

	<u>Grant Funds</u>	<u>Local Match</u>	<u>Total Project Cost</u>
<u><i>TRAILS & PARKS MILLAGE GRANT:</i></u>	\$300,000.00	\$120,600	\$420,600
Match Percentage:	(71.33%)	(28.67%)	
<u><i>OTHER COSTS:</i></u>			
Topographical Survey	<u>\$0.00</u>	<u>\$5,000</u>	<u>\$5,000</u>
PROJECT TOTALS:	\$300,000	\$125,600	\$425,600

<u>Local Match / Funding Sources:</u>	
Ingham County, Millage CIP:	\$115,600
Ingham County, T&P Millage Grant:	\$300,000
Ingham County, In-kind labor:	\$2,000
SAD-Meridian Township:	<u>\$8,000</u>
County's All-In Cost:	\$425,600

**PRELIMINARY ESTIMATE OF COST
LAKE LANSING BOAT LAUNCH
INGHAM COUNTY, MICHIGAN**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Amount
<u>PHASE 1</u>					
1.	1	Lump Sum	Permits	\$5,000.00	\$5,000.00
2.	1	Lump Sum	Soil Erosion and Sedimentation Control	\$14,500.00	\$14,500.00
3.	1	Lump Sum	Site Preparation/Excavation/Rough Grading	\$22,000.00	\$22,000.00
4.	1	Each	Entrance Gate, Automatic, 24' wide, 7' ht.	\$20,000.00	\$20,000.00
5.	1	Lump Sum	Electrical Controls, Conduit, Wiring	\$25,000.00	\$25,000.00
6.	1	Lump Sum	Boat Washing Station	\$68,000.00	\$68,000.00
7.	1	Lump Sum	New Kiosk/Pay Lift Gate/Pump House	\$25,000.00	\$25,000.00
8.	120	Lin. Ft.	Stone Rip-Rap	\$200.00	\$24,000.00
9.	1	Lump Sum	Replace Boat Launch, concrete planks and stone, double	\$41,000.00	\$41,000.00
10.	1	Lump Sum	Replace Skid Pier	\$17,500.00	\$17,500.00
11.	470	Lin. Ft.	Decorative Fence (along Lake Dr.)	\$80.00	\$37,600.00
12.	1	Each	New Entrance Sign	\$15,000.00	\$15,000.00
13.	1	Lump Sum	Site Restoration & Cleanup	\$11,200.00	\$11,200.00
14.	1	Lump Sum	Construction Staking & Material Testing, Allowance	\$6,800.00	\$6,800.00
SUBTOTAL					\$332,600.00
Contingency					\$33,200.00
Engineering (15%)					\$54,800.00
TOTAL PRELIMINARY ESTIMATE OF COST					\$420,600.00

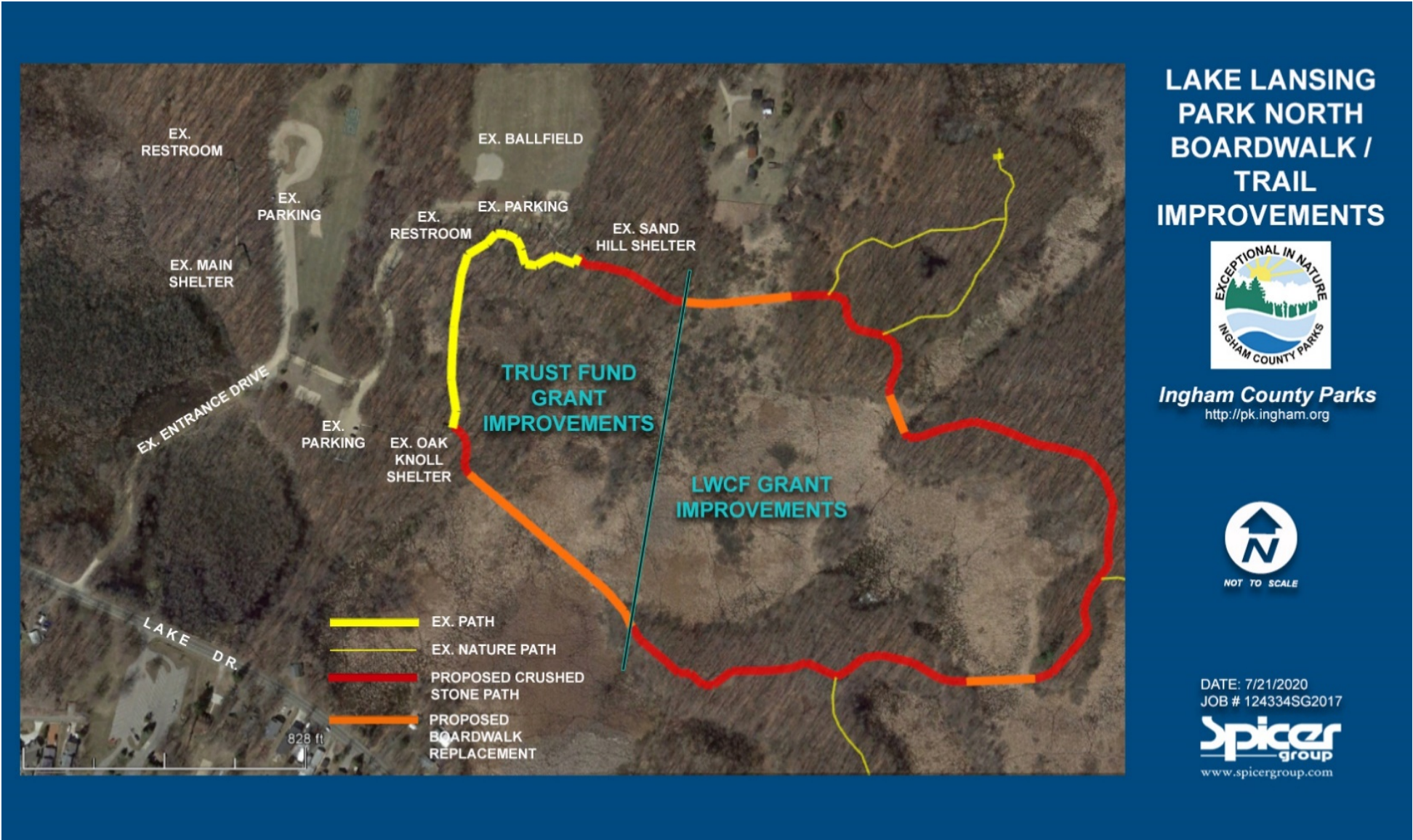
FUTURE PHASE(S)

1.	1	Lump Sum	Permits	Lump Sum	\$5,000.00
2.	1	Lump Sum	Soil Erosion and Sedimentation Control	\$9,200.00	\$9,200.00
3.	1	Per Acre	Site Clearing	\$10,000.00	\$10,000.00
4.	1	Lump Sum	Site Preparation/Excavation/Rough Grading	Lump Sum	\$28,000.00
5.	7,000	Sq. Ft.	Concrete Path, 6-8' Wide, 4" thick	\$8.00	\$56,000.00
6.	1,500	Ton	Resurface Ex. Parking (use ex. base, crush /shape), 3.5"	\$100.00	\$150,000.00
7.	370	Ton	New Parking Area, 3.5" HMA	\$100.00	\$37,000.00
8.	1,800	Sq. Yd.	Crushed Limestone, 22A, 8" depth, C.I.P.	\$15.00	\$27,000.00
9.	1	Lump Sum	Signage & Striping	Lump Sum	\$9,000.00
10.	1	Lump Sum	Drainage / Bio-Swale	Lump Sum	\$30,000.00

**PRELIMINARY ESTIMATE OF COST
LAKE LANSING BOAT LAUNCH
INGHAM COUNTY, MICHIGAN**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Amount
11.	1	Lump Sum	ADA Canoe/Kayak Launch	Lump Sum	\$40,000.00
12.	1,200	Lin. Ft.	Chain Link Fence, 8' height (east and west perimeter)	\$35.00	\$42,000.00
<i>RESTROOM - ADA IMPROVEMENTS (Mens & Womens (Items 13-23))</i>					
13.	1	Lump Sum	Remove Outside Screen Walls and Concrete Pad	\$1,500.00	\$1,500.00
14.	1	Lump Sum	Remove Ex. Concrete Walks	\$1,500.00	\$1,500.00
15.	2	Each	Remove / Install New Towel Dispensers	\$1,000.00	\$2,000.00
16.	4	Each	Remove / Install New ADA and Standard Partitions	\$3,500.00	\$14,000.00
17.	2	Each	Remove & Install New Faucet & under sink Knee Protection	\$1,500.00	\$3,000.00
18.	2	Each	New accessories in ADA stall (grab bars, toilet paper holder)	\$2,500.00	\$5,000.00
19.	2	Each	Remove toilet and stub water / sewer lines	\$1,500.00	\$3,000.00
20.	2	Each	Relocate flush handle for toilet (ADA stall)	\$2,000.00	\$4,000.00
21.	1	Lump Sum	Add diaper changing station	\$1,000.00	\$1,000.00
22.	1	Lump Sum	New Light Fixtures, LED and motion sensed	\$7,500.00	\$7,500.00
23.	1	Lump Sum	Misc. Bldg Repair and Interior Painting	\$20,000.00	\$20,000.00
24.	1	Each	Replace Drinking Fountain	\$7,500.00	\$7,500.00
25.	1	Lump Sum	Site Restoration & Cleanup	\$13,500.00	\$13,500.00
26.	1	Each	DNR Recognition Plaque	\$300.00	\$300.00
27.	1	Lump Sum	Construction Staking & Material Testing, Allowance	\$8,400.00	\$8,400.00
SUBTOTAL					\$535,400.00
Contingency					\$53,600.00
Engineering (15%)					\$88,300.00
TOTAL PRELIMINARY ESTIMATE OF COST					\$677,300.00

Exhibit B



**PRELIMINARY ESTIMATE OF COST
LAKE LANSING PARK NORTH - BOARDWALK REPLACEMENTS
INGHAM COUNTY, MI**

Trust Fund Grant	\$581,500.00
Land & Water Conservation Fund Grant	\$600,000.00
GRAND TOTAL FOR ALL AREAS	\$1,181,500.00
<u>Non-Grant Funded Expenses</u>	
Topographical Survey	<u>\$15,000.00</u>
GRAND TOTAL FOR ENTIRE PROJECT	\$1,196,500.00

	<u>Grant Funds</u>	<u>Trails & Parks Millage</u>	<u>Total Project Cost</u>
<u>TRUST FUND GRANT:</u>	\$300,000	\$281,500	\$581,500
Match Percentage:	(52%)	(48%)	
<u>LWCF GRANT:</u>	\$300,000	\$300,000	\$600,000
Match Percentage:	(50%)	(50%)	
<u>OTHER COSTS:</u>			
Topographical Survey	\$0.00	\$15,000	\$15,000
PROJECT TOTALS:	\$600,000	\$596,500	\$1,196,500

Local Match / Funding Sources:

Ingham County T&P Grants: \$596,500

**PRELIMINARY ESTIMATE OF COST
LAKE LANSING PARK NORTH - BOARDWALK REPLACEMENTS
INGHAM COUNTY, MICHIGAN**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Amount
<u>TRUST FUND GRANT</u>					
1.	1	Lump Sum	Permits	\$5,000.00	\$5,000.00
2.	1	Lump Sum	Soil Erosion and Sedimentation Control	\$11,700.00	\$11,700.00
3.	1	Lump Sum	Site Preparation/Excavation/Rough Grading	\$15,200.00	\$15,200.00
4.	4,080	Sq. Ft.	Remove Ex. Boardwalk	\$2.00	\$8,160.00
5.	5,440	Sq. Ft.	Boardwalk #1, complete replacement	\$55.00	\$299,200.00
6.	600	Lin. Ft.	Crushed Stone Path	\$30.00	\$18,000.00
7.	1	Each	Electric Gate	\$26,000.00	\$26,000.00
8.	1	Each	Electrical Service & Controls	\$25,000.00	\$25,000.00
9.	1	Each	Entrance Sign	\$22,000.00	\$22,000.00
10.	1	Lump Sum	Landscaping (Native Plantings)	\$7,000.00	\$7,000.00
11.	1	Lump Sum	Site Restoration & Cleanup	\$12,700.00	\$12,700.00
12.	1	Each	DNR Recognition Plaque	\$300.00	\$300.00
13.	1	Lump Sum	Construction Staking & Material Testing	Allowance	\$9,400.00
SUBTOTAL					\$459,660.00
Contingency					\$46,040.00
Engineering (15%)					\$75,800.00
TOTAL PRELIMINARY ESTIMATE OF COST					\$581,500.00

LAND & WATER CONSERVATION FUND GRANT

1.	1	Lump Sum	Permits	\$2,500.00	\$2,500.00
2.	1	Lump Sum	Soil Erosion and Sedimentation Control	\$6,200.00	\$6,200.00
3.	1	Lump Sum	Site Preparation/Excavation/Rough Grading	\$11,600.00	\$11,600.00
4.	4,860	Sq. Ft.	Remove Ex. Boardwalk	\$2.00	\$9,720.00
5.	3,600	Sq. Ft.	Boardwalk #2, complete replacement	\$55.00	\$198,000.00

**PRELIMINARY ESTIMATE OF COST
LAKE LANSING PARK NORTH - BOARDWALK REPLACEMENTS
INGHAM COUNTY, MICHIGAN**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Amount
6.	1,120	Sq. Ft.	Boardwalk #3, complete replacement	\$55.00	\$61,600.00
7.	1,760	Sq. Ft.	Boardwalk #4, complete replacement	\$55.00	\$96,800.00
8.	3,000	Lin. Ft.	Crushed Stone Path	\$25.00	\$75,000.00
9.	1	Each	Recycled Plastic Bench	\$1,500.00	\$1,500.00
10.	1	Lump Sum	Landscaping (Native Plantings)	\$2,000.00	\$2,000.00
11.	1	Lump Sum	Site Restoration & Cleanup	\$4,100.00	\$4,100.00
12.	1	Each	DNR Recognition Plaque	\$300.00	\$300.00
13.	1	Lump Sum	Construction Staking & Material Testing	Allowance	\$5,000.00
SUBTOTAL					\$474,320.00
Contingency					\$47,480.00
Engineering (15%)					\$78,200.00
TOTAL PRELIMINARY ESTIMATE OF COST					\$600,000.00

Exhibit C



BURCHFIELD PARK CABINS / PATH LOOP IMPROVEMENTS



Ingham County Parks
<http://pk.ingham.org>



DATE: 7/22/2020
JOB #: 126747SG2020

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**PRELIMINARY ESTIMATE OF COST
BURCHFIELD - McNAMARA CABINS/PATH
INGHAM COUNTY, MI**

Trust Fund Grant	\$600,000.00
GRAND TOTAL	\$600,000.00
<u>Non-Grant Funded Expenses</u>	
Topographical Survey	<u>\$10,000.00</u>
GRAND TOTAL FOR ENTIRE PROJECT	\$610,000.00

	<u>Grant Funds</u>	<u>Trails & Parks Millage</u>	<u>Total Project Cost</u>
<u>LWCF GRANT:</u>	\$300,000	\$300,000	\$600,000
Match Percentage:	(50%)	(50%)	
<u>OTHER COSTS:</u>			
Topographical Survey	<u>\$0.00</u>	<u>\$10,000</u>	<u>\$10,000</u>
PROJECT TOTALS:	\$300,000	\$310,000	\$610,000

<u>Local Match / Funding Sources:</u>	
Ingham County T&P Grants:	\$300,000
Ingham County T&P Millage:	<u>\$10,000</u>
	\$310,000

**PRELIMINARY ESTIMATE OF COST
BURCHFIELD - McNAMARA CABINS/PATH
INGHAM COUNTY, MICHIGAN**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Amount
1.	1	Lump Sum	Permits	\$5,000.00	\$5,000.00
2.	1	Lump Sum	Soil Erosion and Sedimentation Control	\$12,200.00	\$12,200.00
3.	1	Lump Sum	Site Preparation/Excavation/Rough Grading	\$23,800.00	\$23,800.00
4.	1	Lump Sum	Site Clearing	\$9,600.00	\$9,600.00
5.	400	Tons	HMA Path, 2" depth, 8' wide	\$150.00	\$60,000.00
6.	3,600	Sq. Yds.	Crushed Limestone, C.I.P., 8" depth	\$15.00	\$54,000.00
7.	120	Lin. Ft.	12" RCP Culverts	\$75.00	\$9,000.00
8.	3	Each	Cabin, 14'x20', w/ concrete pad	\$55,000.00	\$165,000.00
9.	1	Lump Sum	Propane Service & Equipment (1 Cabin)	\$10,000.00	\$10,000.00
10.	3	Lump Sum	Solar Power & Equipment (2 Cabins)	\$15,000.00	\$45,000.00
11.	1	Lump Sum	Canoe/Kayak Launch, Concrete Ramp	\$24,000.00	\$24,000.00
12.	1	Lump Sum	Canoe/Kayak Launch, Geo-Cell/Stone	\$10,000.00	\$10,000.00
13.	2	Each	Picnic Table, ADA	\$2,000.00	\$4,000.00
14.	2	Each	Fire Pit	\$1,000.00	\$2,000.00
15.	20	Tons	HMA Path, 2" depth, 8' wide	\$150.00	\$3,000.00
16.	150	Sq. Yds.	Crushed Limestone, C.I.P., 8" depth	\$15.00	\$2,250.00
17.	1	Lump Sum	Landscaping (Native Plants)	\$10,000.00	\$10,000.00
18.	1	Lump Sum	Site Restoration & Cleanup	\$12,700.00	\$12,700.00
19.	1	Each	DNR Recognition Plaque	\$300.00	\$300.00
20.	1	Lump Sum	Construction Staking & Material Testing	Allowance	\$12,500.00
				SUBTOTAL	\$474,350.00
				Contingency	\$47,450.00
				Engineering (15%)	\$78,200.00

TOTAL PRELIMINARY ESTIMATE OF COST \$600,000.00

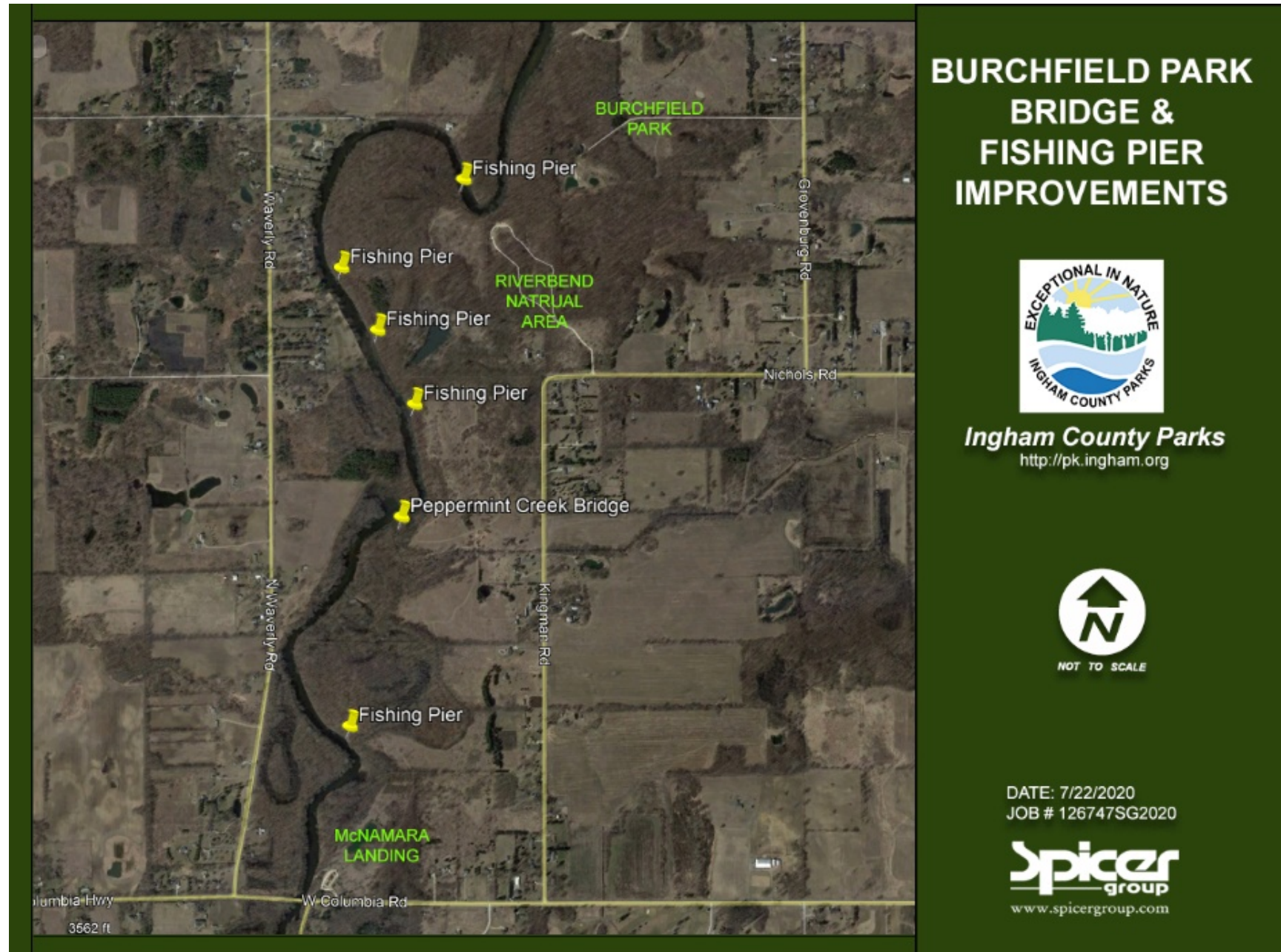
7/22/2020

Page 2 of 2

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Exhibit D



**PRELIMINARY ESTIMATE OF COST
BURCHFIELD -PEPPERMINT CREEK BRIDGE / FISHING PIERS
INGHAM COUNTY, MI**

Trust Fund Grant	\$150,000.00
GRAND TOTAL	\$150,000.00
<u>Non-Grant Funded Expenses</u>	
Topographical Survey	<u>\$10,000.00</u>
GRAND TOTAL FOR ENTIRE PROJECT	\$160,000.00

	<u>Grant Funds</u>	<u>Trails & Parks Millage</u>	<u>Total Project Cost</u>
<u>TRUST FUND GRANT:</u>	\$50,000	\$100,000	\$150,000
Match Percentage:	(34%)	(66%)	
<u>OTHER COSTS:</u>			
Topographical Survey	<u>\$0.00</u>	<u>\$10,000</u>	<u>\$10,000</u>
PROJECT TOTALS:	\$50,000	\$110,000	\$160,000

<u>Local Match / Funding Sources:</u>	
Ingham County T&P Grants:	\$100,000
Ingham County T&P Millage:	<u>\$10,000</u>
	\$110,000

**PRELIMINARY ESTIMATE OF COST
BURCHFIELD -PEPPERMINT CREEK BRIDGE / FISHING PIERS
INGHAM COUNTY, MICHIGAN**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Amount
1.	1	Lump Sum	Permits	\$6,000.00	\$6,000.00
2.	1	Lump Sum	Soil Erosion and Sedimentation Control	\$5,000.00	\$5,000.00
3.	1	Lump Sum	Site Preparation/Excavation/Rough Grading	\$8,700.00	\$8,700.00
4.	1	Lump Sum	Site Clearing	\$5,500.00	\$5,500.00
5.	600	Sq. Ft.	Remove Existing Bridge / Fishing Piers	\$5.00	\$3,000.00
6.	180	Sq. Ft.	Fishing Piers, 3 @ 60 SF each)	\$120.00	\$21,600.00
7.	480	Sq. Ft.	Peppermint Creek Bridge/Boardwalk	\$120.00	\$57,600.00
8.	10	Sq. Yd.	Heavy Rip-Rap	\$100.00	\$1,000.00
9.	1	Lump Sum	Site Restoration & Cleanup	\$4,500.00	\$4,500.00
10.	1	Each	DNR Recognition Plaque	\$300.00	\$300.00
11.	1	Lump Sum	Construction Staking & Material Testing	Allowance	\$5,000.00
SUBTOTAL					\$118,200.00
Contingency					\$12,300.00
Engineering (15%)					\$19,500.00
TOTAL PRELIMINARY ESTIMATE OF COST					\$150,000.00

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE APPLICATION TO THE INGHAM COUNTY TRAILS AND PARKS MILLAGE FUND FOR FOUR PROJECTS WITHIN THE INGHAM COUNTY PARKS

WHEREAS, the Ingham County Parks Department is eligible to apply for the Ingham County Trails and Parks Millage funds in round six of the Trails & Parks Millage applications; and

WHEREAS, the Ingham County Parks Commission supports the submission of four grant applications to the Ingham County Trails and Parks Millage Fund for submission of one grant each for Lake Lansing Boat Launch, Lake Lansing North, and two at Burchfield Park; and

WHEREAS, the proposed applications are supported by the Community's 5-year Parks Master Plan to improve accessibility and expand facilities to meet the needs of the community; and

WHEREAS, the grant applications requires a financial commitment to the four projects in the amount \$1,316,500 total from the Trails and Parks Millage fund balance, if these projects are selected for funding in the upcoming round of grant applications, as follows: Lake Lansing Boat Launch \$300,000, Lake Lansing North \$596,500, and Burchfield Park Large Grant \$310,000 and Burchfield Park for a small grant \$110,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners herby authorizes the Ingham County Parks Department to submit a grant request to the Ingham Count Trails and Parks Millage Fund balance for \$1,316,500 total, if these projects are selected for funding in the upcoming round of grant applications, as follows: Lake Lansing Boat Launch Grant \$300,000, Lake Lansing North Grant \$596,500, and Burchfield Park Large Grant \$310,000 and Burchfield Park for a small grant \$110,000.

TO: Board of Commissioners Human Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: August 4, 2020
SUBJECT: Consulting Services for the Trails and Parks Millage
For the meeting agenda of 08/17/20 Human Services and 08/19/20 Finance

BACKGROUND

The Board of Commissioners passed Resolution #16-524 to authorize a two year contract with Spicer Group Inc., for the purpose of providing consulting services to and assisting the Ingham County Parks staff with the delivery of millage related items. Resolution #18-469 authorized extending the contract by two years. This resolution requests an additional not to exceed \$57,000 in funding to complete additional tasks within the current contract scope as shown in attached document. These tasks include providing validating cost estimates are accurate, project viability reporting, follow-up and monitoring of projects, post audit completion, bridge and engineering expertise, wayfinding program, professional services design and grants assistance, and mapping and updates to the comprehensive report as needed.

ALTERNATIVES

Ingham County Park staff does not have the engineering expertise that the consultant is be able to provide.

FINANCIAL IMPACT

The cost of the renewal was an estimated third-year cost of \$99,883.00 and an estimated fourth-year cost of \$101,873.00 for a combined two-year total not to exceed \$201,756.00.

We are requesting an additional not to exceed \$57,000.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of striving to make facilities and services user-friendly, specifically Section A. 1(f) - Maintain and improve existing parkland, facilities and features, 1 (g) - Work to improve accessibility for visitors of all ages and abilities and 1(h)- Enhance existing trails and blueways, and develop new multi-use trails and blueways, that connect parks with recreational, residential, cultural and business centers throughout Ingham County.

OTHER CONSIDERATIONS

This resolution is running concurrent with the Park Commission meeting on August 24, 2020.

RECOMMENDATION

Based on the information presented, I respectfully recommend the resolution authorizing an amendment to the contract with Spicer Group, Inc. be approved.

Ingham County Parks
Park and Trails Millage Contract for Professional Services

	2020 TOTALS	DEC 2019	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
TASK 01 - MEETINGS														
BUDGET (Original Contract)	\$1,050.00													
ACTUAL EFFORT	<u>\$1,460.00</u>						\$365.00				\$730.00		\$365.00	
DIFFERENCE	-\$410.00													
TASK 04 - COST ESTIMATE VALIDATION														
BUDGET (Original Contract)	\$9,996.00													
ACTUAL EFFORT	<u>\$5,717.50</u>						\$36.25	108.75	\$72.50	\$5,000.00	\$500.00			
DIFFERENCE	\$4,278.50													
TASK 05 - PROJECT VIABILITY														
BUDGET (Original Contract)	\$2,304.00													
ACTUAL EFFORT	<u>\$3,068.25</u>	\$1,242.00	\$253.75	\$72.50						\$750.00	\$750.00			
DIFFERENCE	-\$764.25													
TASK 09 - FOLLOW-UP/MONITOR PROJECTS														
BUDGET (Original Contract)	\$52,920.00													
ACTUAL EFFORT	<u>\$33,551.75</u>	\$1,380.00	\$2,573.75	\$2,053.00		\$2,923.00	\$4,857.50	\$3,664.50	\$2,900.00	\$2,000.00	\$3,000.00	\$2,700.00	\$3,000.00	\$2,500.00
DIFFERENCE	\$19,368.25													
TASK 10 - POST AUDIT COMPLETION														
BUDGET (Original Contract)	\$10,584.00													
ACTUAL EFFORT	<u>\$3,755.25</u>		\$326.25				\$448.25	\$435.00		\$500.00	\$500.00	\$500.00	\$500.00	\$546.25
DIFFERENCE	\$6,828.25													
TASK 13 - BRIDGE EXPERTISE														
BUDGET (Original Contract)	\$5,733.00													
ACTUAL EFFORT	<u>\$0.00</u>													
DIFFERENCE	\$5,733.00													
TASK 15 - WAYFINDING														
BUDGET (Original Contract)	\$5,880.00													
ACTUAL EFFORT	<u>\$56,659.00</u>	\$2,905.00	\$3,573.50	\$5,647.75	\$2,061.00	\$4,197.50	\$3,066.00	\$5,434.00	\$274.25	\$2,500.00	\$4,200.00	\$7,700.00	\$7,500.00	\$7,600.00
DIFFERENCE	-\$50,779.00													
TASK 16 - GRANTS														
BUDGET (Original Contract)	\$8,576.00													
ACTUAL EFFORT	<u>\$51,871.00</u>	\$422.00	\$4,260.50	\$5,220.00	\$3,760.25	\$3,913.50	\$1,631.25	\$2,936.25	\$9,627.25	\$3,900.00	\$4,100.00	\$4,100.00	\$4,000.00	\$4,000.00
DIFFERENCE	-\$43,295.00													
TASK 18 - MAPPING														
BUDGET (Original Contract)	\$5,880.00													
ACTUAL EFFORT	<u>\$3,839.75</u>	\$138.00	\$2,059.25	\$72.50						\$350.00	\$1,220.00			
DIFFERENCE	\$2,040.25													
TOTAL - BUDGET (per Contract)	\$102,923.00													
TOTAL - ACTUAL EFFORT TO DATE	\$159,923.00	\$6,087.00	\$13,047.00	\$13,065.75	\$5,821.25	\$11,034.00	\$10,404.25	\$12,578.50	\$12,874.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,365.00	\$14,646.25
Remaining Balance	-\$57,000.00													

Estimated Additional Funds Needed through Dec. 31, 2020

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE
CONTRACT WITH SPICER GROUP, INC.**

WHEREAS, the Board of Commissioners passed Resolution #16-524 to authorize a two year contract with Spicer Group Inc., for the purpose of providing consulting services to and assisting the Ingham County Parks staff of millage related items; and

WHEREAS, the Board of Commissioners passed Resolution #18-469 authorized extending the contract by two years; and

WHEREAS, an additional \$57,000 from the Trails and Parks Millage fund balance will be necessary to complete additional tasks within the current contract scope.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an Amendment to the Contract with Spicer Group, Inc. to provide additional consulting services to and assist the Ingham County Parks staff with the delivery of certain millage related items within the current contract scope, to include providing validating cost estimates are accurate, project viability reporting, follow-up and monitoring of projects, post audit completion, bridge and engineering expertise, wayfinding program, professional services design and grants assistance, and mapping and updates to the comprehensive report as needed.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorize an additional not to exceed \$57,000 from the Trails and Parks Millage fund balance and the Controller is authorized to transfer \$57,000 from the Trails and Parks Millage fund balance into line item # 228-62800-802000.

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

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

TO: Board of Commissioners Human Services & Finance Committees
FROM: Melissa Buzzard, Trails and Parks Millage Coordinator
DATE: August 4, 2020
SUBJECT: Amendment to City of Lansing Millage Agreements
For the meeting agenda of 8/17/20 Human Services and 8/19/20 Finance

BACKGROUND

Board of Commissioners Resolution #18-110 and #19-047 authorized entering into a contract with the City of Lansing for Agreement TR039, TR056, TR064, TR065, TR066 and TR067.

The City of Lansing is requesting an increase in their budget for these projects due to unforeseen circumstances as detailed in Exhibit A.

ALTERNATIVES

The Park Commission considered this request at their July 27th meeting and recommended this approach.

FINANCIAL IMPACT

This resolution requests an additional \$1,800,000.00 for the following agreements:

Contract Title	Project #	Original Amount Authorized	Additional Amount Authorized	Total Revised Contract Amount
Bridge Repair/Replacement E. of Moore's Park CL-09	TR039	\$78,750.00	\$558,006.87	\$636,756.87
Bridge CL-13	TR065	\$86,442.85	\$173,217.27	\$259,660.12
Bridge CL-14	TR067	\$100,980.97	\$276,618.27	\$377,599.24
Bridge CL-15	TR066	\$344,042.54	\$272,650.97	\$616,693.51
Bridge CL-18	TR064	\$714,017.94	\$227,101.35	\$941,119.29
Bridge CL-31	TR056	\$373,511.70	\$292,405.27	\$665,916.97

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of striving to make facilities and services user-friendly, specifically Section A. 1(f) - Maintain and improve existing parkland, facilities and features, 1(g) - Work to improve accessibility for visitors of all ages and abilities and 1(h) - Enhance existing trails and blueways, and develop new multi-use trails and blueways, that connect parks with recreational, residential, cultural and business centers throughout Ingham County.

OTHER CONSIDERATIONS

The Ingham County Park Commission supported this resolution at their July 27th, 2020 meeting.

RECOMMENDATION

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

Brett Kaschinske
Director



Andy Schor, Mayor

Parks and Recreation Department
200 N. Foster Avenue
Lansing, Michigan 48911
PH: 517.483.4277 – FAX: 517.377.0180
TDD: 517.483.4473
www.lansingmi.gov/parks

July 22, 2020

Mr. Bryan Crenshaw, Chairperson
Board of Commissioners
P.O. Box 319
Mason, MI 48854

Mr. Timothy Morgan, Director
Ingham County Parks
P.O. Box 178
Mason, MI 48854

Ms. Melissa Buzzard
Trails & Parks Millage Coordinator
P.O. Box 178
Mason, MI 48854

Dear Chairperson Crenshaw, Ms. Buzzard and Mr. Morgan:

I want to ensure you the City is being a wise steward of the grant millage dollars entrusted to us from Ingham County and are performing our due diligence for long-term repair to prevent further deterioration and provide safe bridges and regional River Trail.

The purpose of this letter is to request an increase in our budget for the following projects, Moores Trail Bridge (CL-09-LTW-GR), Pennsylvania Bridges (CL-13-LTE-RC, CL-14-LTE-RC, and CL-15-LTE-RC), Trail Bridge East of Aurelius Road (CL-18-LTE-RC) and the Bridge on Cesar Chavez Avenue (CL-31-LT-GR). For your review, I have attached the bid spreadsheet outlining the costs for each project.

The city is asking for additional funding over the awarded grant amounts to encompass the additional costs of the projects, estimated to be a contingent amount of \$1,800,000.00. This amount is due to a number of unforeseen circumstances related to the projects. Each bridge had far more structural issues than originally anticipated that were not visible until construction began and engineers were able to examine the interior of the structures. In addition, further deterioration occurred from the time the City received the original bids on the projects.

We received two initial bids and at this time are comfortable with not taking the projects back out to bid, which would only delay the process and cause further deterioration.

I understand the request for additional funds is substantial; however, I do believe the funds are being used appropriately. While the extra work was unforeseen, I do see it as a necessity to provide safe and secure bridges and trails to safeguard the public and avoid deterioration in the near future.

Thank you for your consideration and I look forward to hearing from you should you have any questions or if I may provide any additional information.

Sincerely,

A handwritten signature in cursive script that reads "Brett Kaschinske".

Brett Kaschinske, Director

2020 Lansing River Trail Bridges (B/20/113)					
	City Budget Includes original PE and CE cost	Engineer's Estimate Does not include City engineering or constr \$*	Anlaan	Grand River	Contech
PROJECT 1 – BRIDGE (CL-09-LTW-GR) TRAIL BRIDGE REHABILITATION					
Misc Quantities subtotal		\$ 35,225.00	\$ 29,325.00	\$ 221,840.00	
Rehabilitation subtotal		\$ 226,229.48	\$ 541,503.60	\$ 595,128.00	
Total	\$123,750	\$ 261,454.48	\$ 570,828.60	\$ 816,968.00	
From Bid tab			\$ 570,828.60	\$ 816,968.00	
PROJECT 2 – BRIDGE (CL-13-LTE-RC) TRAIL BRIDGE REHABILITATION					
Misc Quantities subtotal		\$ 19,719.00	\$ 16,925.00	\$ 122,360.00	
Rehabilitation subtotal		\$ 113,671.00	\$ 155,364.00	\$ 261,740.00	
Total	\$110,000	\$ 133,390.00	\$ 172,289.00	\$ 384,100.00	
From Bid tab			\$ 172,289.00	\$ 384,100.00	
PROJECT 3 – BRIDGE (CL-14-LTE-RC) TRAIL BRIDGE REHABILITATION					
Misc Quantities subtotal		\$ 45,792.00	\$ 36,275.00	\$ 287,260.00	
Rehabilitation subtotal		\$ 156,113.00	\$ 257,905.00	\$ 311,382.00	
Total	\$128,500	\$ 201,905.00	\$ 294,180.00	\$ 598,642.00	
From Bid tab			\$ 294,190.00	\$ 598,642.00	
PROJECT 4 – BRIDGE (CL-15-LTE-RC) TRAIL BRIDGE REHABILITATION					
Misc Quantities subtotal		\$ 52,913.40	\$ 43,158.70	\$ 239,161.65	
Rehabilitation subtotal		\$ 299,876.90	\$ 556,364.00	\$ 556,211.00	
Total	\$437,800	\$ 352,790.30	\$ 599,522.70	\$ 795,372.65	
From Bid tab			\$ 599,522.70	\$ 795,372.65	
PROJECT 5 – BRIDGE (CL-18-LTE-RC) TRAIL BRIDGE REPLACEMENT					
Misc Quantities subtotal		\$ 137,048.00	\$ 98,965.00	\$ 115,444.00	
Rehabilitation subtotal		\$ 919,505.50	\$ 578,908.35	\$ 712,543.30	
Total	\$909,200	\$ 1,056,553.50	\$ 677,873.35	\$ 827,987.30	
From Bid tab			\$ 677,873.35	\$ 827,987.30	
PROJECT 6 – BRIDGE (CL-31-LT-GR) TRAIL BRIDGE REHABILITATION					
Misc Quantities subtotal		\$ 58,481.60	\$ 43,275.80	\$ 116,355.39	
Rehabilitation subtotal		\$ 352,420.50	\$ 448,001.00	\$ 364,321.00	
Total	\$475,300	\$ 410,902.10	\$ 491,276.80	\$ 480,676.39	
From Bid tab			\$ 491,276.80	\$ 480,676.39	
PROJECT 7 – BRIDGE (CL-18-LTE-RC) TRUSS FURN FAB AND DELIVER BID					
Total		\$ 396,618.00	\$ 347,500.00	\$ 347,395.00	\$362,500.00
From Bid tab			\$ 347,500.00	\$ 347,395.00	\$362,500.00
PROJECT 8 – BRIDGE (CL-31-LT-GR) TRUSS FURN FAB AND DELIVER BID					
Total		\$ 165,930.00	\$ 165,600.00	\$ 182,365.00	\$162,500.00
From Bid tab			\$ 165,500.00	\$ 182,365.00	\$162,500.00
City Engineering Cost*		\$600,000.00			
City Tree Work		\$22,500.00			
	\$2,184,550	\$ 3,602,043.38	\$ 3,941,570.45	\$ 5,056,006.34	\$525,000.00



**THIS PAGE LEFT FOR BID ITEMS
(AS NEEDED)**

PROJECT 1 – BRIDGE (CL-09-LTW-GR) TRAIL BRIDGE REHABILITATION

Bridge 09 – Project 1

		ENGINEERS ESTIMATE					ANLAAN		GRAND RIVER	
Pay Item Code	Description	Unit	Qty.				Unit Price	Total		
1500001	Mobilization, Max - 0.09	LSUM	0.09	x	268600	24174	\$ 250,000.00	= \$ 22,500.00	641000	= 57690
2040080	Exploratory Investigation, Vertical	Ft	10	x	40	400	\$ 50.00	= \$ 500.00	100	= 1000
2050010	Embankment, CIP	Cyd	12	x	20	240	\$ 60.00	= \$ 720.00	60	= 720
2050016	Excavation, Earth	Cyd	9	x	16	144	\$ 55.00	= \$ 495.00	60	= 540
2050031	Non Haz Contaminated Material Handling and Disposal	Cyd	2	x	40	80	\$ 100.00	= \$ 200.00	150	= 300
2057011	Subgrade Undercutting, Special	Syd	12	x	35	420	\$ 100.00	= \$ 1,200.00	100	= 1200
2060002	Backfill, Structure, CIP	Cyd	10	x	27	270	\$ 100.00	= \$ 1,000.00	60	= 600
3020002	Aggregate Base, LM	Cyd	4	x	50	200	\$ 115.00	= \$ 460.00	100	= 400
8120170	Minor Traffic Devices	LSUM	0.09	x	103300	9297	\$ 25,000.00	= \$ 2,250.00	1771000	= 159390
MISCELLANEOUS QUANTITIES SUBTOTAL						\$ 35,225.00		<u>\$ 29,325.00</u>		<u>\$ 221,840.00</u>

Bridge 09 – Project 1

Pay Item Code	Description	Unit	Qty.				Unit Price	Total		
2010001	Clearing	Acre	0.02	x	\$10,000.00	200	\$ 20,000.00	= \$ 400.00	100000	= 2000
2020004	Tree, Rem, 6 inch to 18 inch	Ea	1	x	\$400.00	400	\$ 500.00	= \$ 500.00	690	= 690
2040061	Structures, Rem Portions (CL-09-LTW-GR)	LSUM	1	x	\$18,600.00	18600	\$ 60,000.00	= \$ 60,000.00	60000	= 60000
2050016	Excavation, Earth	Cyd	18	x	\$16.00	288	\$ 55.00	= \$ 990.00	60	= 1080
2080036	Erosion Control, Silt Fence	Ft	32	x	\$3.00	96	\$ 4.00	= \$ 128.00	10	= 320
2080042	Erosion Control, Turbidity Curtain, Deep	Ft	156	x	\$20.00	3120	\$ 10.00	= \$ 1,560.00	25	= 3900
5010005	HMA Surface, Rem	Syd	56	x	\$8.00	448	\$ 25.00	= \$ 1,400.00	30	= 1680
2060002	Backfill, Structure, CIP	Cyd	18	x	27	486	\$ 100.00	= \$ 1,800.00	60	= 1080
3020002	Aggregate Base, LM	Cyd	2	x	50	100	\$ 115.00	= \$ 230.00	100	= 200
3020016	Aggregate Base, 6 inch	Syd	40	x	15	600	\$ 30.00	= \$ 1,200.00	80	= 3200
5017031	Hand Patching	Ton	11	x	200	2200	\$ 200.00	= \$ 2,200.00	200	= 2200
7060040	Elec Grounding System	Ea	2	x	1800	3600	\$ 1,000.00	= \$ 2,000.00	3350	= 6700
7060051	Expansion Joint Device, Cover Plate	Ft	72	x	170	12240	\$ 75.00	= \$ 5,400.00	150	= 10800

7060092	Reinforcement, Steel, Epoxy Coated	Lb	581	x	2.5	1452.5	\$ 2.50 = \$ 1,452.50	2	=	1162
7060100	Substructure Conc	Cyd	2	x	1200	2400	\$ 5,000.00 = \$ 10,000.00	5000	=	10000
7090010	Hardware, Misc. (CL-09-LTW-GR)	LSUM	1	x	1500	1500	\$ 3,000.00 = \$ 3,000.00	12000	=	12000
7090030	Timber and Lumber, Treated, Furn and Place	TBF	2.49	x	5000	12450	\$ 25,000.00 = \$ 62,250.00	20000	=	49800
7097051	Abrasive Deck Treatment (CL-09-LTW-GR)	LSUM	1	x	2400	2400	\$ 1,500.00 = \$ 1,500.00	5000	=	5000
7100001	Joint Waterproofing	Sft	54	x	7	378	\$ 5.00 = \$ 270.00	20	=	1080
7120007	Hand Chipping, Other Than Deck	Cft	55	x	250	13750	\$ 150.00 = \$ 8,250.00	250	=	13750
7120033	Adhesive Anchoring of Vertical Bar, 5/8 inch	Ea	12	x	20	240	\$ 20.00 = \$ 240.00	40	=	480
7120098	Hushing Cracks, Water	Ft	10	x	3	30	\$ 0.01 = \$ 0.10	10	=	100
7120099	Structural Crack, Repr	Ft	10	x	140	1400	\$ 50.00 = \$ 500.00	200	=	2000
7120120	Embedded Galvanic Anode	Ea	21	x	17	357	\$ 16.00 = \$ 336.00	20	=	420
7127050	Adhesive Anchoring of Horizontal Bar, 5/8 inch	Ea	24	x	25	600	\$ 15.00 = \$ 360.00	40	=	960
7130072	Structural Steel, Welded Repair, Furn, Fab, and Erect	Lb	1279	x	30	38370	\$ 10.00 = \$ 12,790.00	20	=	25580
7150045	Steel Structure, Cleaning, Type 4 (CL-09-LTW-GR)	LSUM	1	x	48430.01625	48430.01625	\$ 295,000.00 = \$ 295,000.00	294525	=	294525
7150046	Steel Structure, Coating, Type 4 (CL-09-LTW-GR)	LSUM	1	x	48430.01625	48430.01625	\$ 40,000.00 = \$ 40,000.00	39270	=	39270
7160001	Field Repair of Damaged Coating (CL-09-LTW-GR)	LSUM	1	x	63.95	63.95	\$ 1.00 = \$ 1.00	1	=	1
8130005	Riprap, Heavy	Syd	109	x	105	11445	\$ 250.00 = \$ 27,250.00	400	=	43600
8167011	Parkway Restoration	Syd	31	x	5	155	\$ 16.00 = \$ 496.00	50	=	1550
REHABILITATION SUBTOTAL						\$ 226,229.48	\$ 541,503.60			\$ 595,128.00
PROJECT 1 – BRIDGE (CL-09-LTW-GR) TRAIL BRIDGE REHABILITATION TOTAL						\$ 261,454.48	\$ 570,828.60			\$ 816,968.00
						\$0.00				

**THIS PAGE LEFT FOR BID ITEMS
(AS NEEDED)**

PROJECT 2 – BRIDGE (CL-13-LTE-RC) TRAIL BRIDGE REHABILITATION

ENGINEERS ESTIMATE										ANLAAN		GRAND RIVER					
Bridge 13 – Project 2																	
Pay Item Code	Description	Unit	Qty.					Unit Price		Total							
1500001	Mobilization, Max - 0.05	LSUM	0.05	x	268600	\$	13,430.00	\$	250,000.00	=	\$	12,500.00	\$	272,000.00	=	\$	13,600.00
2050010	Embankment, CIP	Cyd	12	x	20	\$	240.00	\$	60.00	=	\$	720.00	\$	60.00	=	\$	720.00
2050016	Excavation, Earth	Cyd	9	x	16	\$	144.00	\$	55.00	=	\$	495.00	\$	60.00	=	\$	540.00
2050031	Non Haz Contaminated Material Handling and Disposal	Cyd	3	x	40	\$	120.00	\$	100.00	=	\$	300.00	\$	150.00	=	\$	450.00
2057011	Subgrade Undercutting, Special	Syd	12	x	35	\$	420.00	\$	100.00	=	\$	1,200.00	\$	100.00	=	\$	1,200.00
3020002	Aggregate Base, LM	Cyd	4	x	50	\$	200.00	\$	115.00	=	\$	460.00	\$	100.00	=	\$	400.00
8120170	Minor Traffic Devices	LSUM	0.05	x	103300	\$	5,165.00	\$	25,000.00	=	\$	1,250.00	\$	2,109,000.00	=	\$	105,450.00
MISCELLANEOUS QUANTITIES SUBTOTAL						\$	19,719.00			=	\$	16,925.00			=	\$	122,360.00
Bridge 13 – Project 2																	
Pay Item Code	Description	Unit	Qty.					Unit Price		Total							
2010001	Clearing	Acre	0.04	x	10000	\$	400.00	\$	20,000.00	=	\$	800.00	40000	=	1600		
2020002	Tree, Rem, 19 inch to 36 inch	Ea	1	x	900	\$	900.00	\$	2,500.00	=	\$	2,500.00	990	=	990		
2020004	Tree, Rem, 6 inch to 18 inch	Ea	14	x	400	\$	5,600.00	\$	500.00	=	\$	7,000.00	560	=	7840		
2020006	Stump, Rem, 19 inch to 36 inch	Ea	1	x	350	\$	350.00	\$	500.00	=	\$	500.00	300	=	300		
2040061	Structures, Rem Portions (CL-13-LTE-RC)	LSUM	1	x	3300	\$	3,300.00	\$	38,000.00	=	\$	38,000.00	50000	=	50000		
2050016	Excavation, Earth	Cyd	20	x	16	\$	320.00	\$	55.00	=	\$	1,100.00	60	=	1200		
2080036	Erosion Control, Silt Fence	Ft	45	x	3	\$	135.00	\$	4.00	=	\$	180.00	10	=	450		
2080042	Erosion Control, Turbidity Curtain, Deep	Ft	112	x	20	\$	2,240.00	\$	10.00	=	\$	1,120.00	25	=	2800		
2087050	Erosion Control, Inlet Protection, Fabric Drop, Modified	Ea	1	x	130	\$	130.00	\$	200.00	=	\$	200.00	500	=	500		
5010005	HMA Surface, Rem	Syd	27	x	8	\$	216.00	\$	25.00	=	\$	675.00	30	=	810		
2050010	Embankment, CIP	Cyd	65	x	20	\$	1,300.00	\$	60.00	=	\$	3,900.00	60	=	3900		
5017031	Hand Patching	Ton	6	x	200	\$	1,200.00	\$	200.00	=	\$	1,200.00	200	=	1200		
7060051	Expansion Joint Device, Cover Plate	Ft	24	x	170	\$	4,080.00	\$	95.00	=	\$	2,280.00	150	=	3600		
7090010	Hardware, Misc. (CL-13-LTE-RC)	LSUM	1	x	2500	\$	2,500.00	\$	1,000.00	=	\$	1,000.00	12000	=	12000		
7090030	Timber and Lumber, Treated, Fum and Place	TRF	1.46	x	5000	\$	7,300.00	\$	25,000.00	=	\$	36,500.00	20000	=	29200		
7097010	Timber Pile Repair	Ft	3	x	300	\$	900.00	\$	500.00	=	\$	1,500.00	2500	=	7500		
7130082	Support, Suspension, Temp	Ea	1	x	2200	\$	2,200.00	\$	2,500.00	=	\$	2,500.00	10000	=	10000		
7130071	Structural Steel, Retrofit, Furr, Fab, and Erect	LB	15	x	35	\$	525.00	\$	25.00	=	\$	375.00	80	=	1200		
8130010	Riprap, Plain	Syd	202	x	75	\$	15,150.00	\$	117.00	=	\$	23,634.00	300	=	60600		
8137021	Gabion Basket, Type A	Cyd	88	x	600	\$	52,800.00	\$	250.00	=	\$	22,000.00	600	=	52800		
8137021	Gabion Basket, Type B	Cyd	20	x	600	\$	12,000.00	\$	400.00	=	\$	8,000.00	600	=	12000		
8167011	Parkway Restoration	Syd	25	x	5	\$	125.00	\$	16.00	=	\$	400.00	50	=	1250		
REHABILITATION SUBTOTAL						\$	113,671.00			=	\$	155,364.00			=	\$	261,740.00
						\$	133,390.00								=	\$	384,100.00
PROJECT 2 – BRIDGE (CL-13-LTE-RC) TRAIL BRIDGE REHABILITATION TOTAL										\$	172,289.00						

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(AS NEEDED)

PROJECT 3 – BRIDGE (CL-14-LTE-RC) TRAIL BRIDGE REHABILITATION

Bridge 14 – Project 3

Pay Item Code	Description	Unit	Qty.					Unit Price	Total		
1500001	Mobilization, Max - 0.12	LSUM	0.12	x	268500	\$	32,232.00	\$ 250,000.00 =	\$ 30,000.00	434000 =	52080
2050010	Embankment, C/P	Cyd	12	x	20	\$	240.00	\$ 60.00 =	\$ 720.00	60 =	720
2050016	Excavation, Earth	Cyd	9	x	16	\$	144.00	\$ 55.00 =	\$ 495.00	60 =	540
2050031	Non Haz Contaminated Material Handling and Disposal	Cyd	4	x	40	\$	160.00	\$ 100.00 =	\$ 400.00	150 =	600
2057011	Subgrade Undercutting, Special	Syd	12	x	35	\$	420.00	\$ 100.00 =	\$ 1,200.00	100 =	1200
3020002	Aggregate Base, LM	Cyd	4	x	50	\$	200.00	\$ 115.00 =	\$ 460.00	100 =	400
8120170	Minor Traffic Devices	LSUM	0.12	x	103300	\$	12,396.00	\$ 25,000.00 =	\$ 3,000.00	1931000 =	231720
MISCELLANEOUS QUANTITIES SUBTOTAL						\$	45,792.00		\$ 36,275.00		287260

Bridge 14 – Project 3

Pay Item Code	Description	Unit	Qty.					Unit Price	Total		
1077060	Railroad Inspection and Flagging	Dir	10,000.00	x	1	\$	10,000.00	\$ 1.00 =	\$ 10,000.00	1	= 10000
2040061	Structures, Rem Portions (CL-14-LTE-RC)	LSUM	1	x	13900	\$	13,900.00	\$ 65,000.00 =	\$ 65,000.00	80000	= 80000
2080036	Erosion Control, Silt Fence	Ft	49	x	3	\$	147.00	\$ 4.00 =	\$ 196.00	10	= 490
2080042	Erosion Control, Turbidity Curtain, Deep	Ft	85	x	20	\$	1,700.00	\$ 10.00 =	\$ 850.00	25	= 2125
5010005	HMA Surface, Rem	Syd	28	x	8	\$	224.00	\$ 25.00 =	\$ 700.00	30	= 840
						\$	-				
						\$	-				
5017031	Hand Patching	Ton	6	x	200	\$	1,200.00	\$ 200.00 =	\$ 1,200.00	200	= 1200
7060040	Elec Grounding System	Ea	1	x	1800	\$	1,800.00	\$ 1,000.00 =	\$ 1,000.00	3350	= 3350
7060051	Expansion Joint Device, Cover Plate	Ft	24	x	170	\$	4,080.00	\$ 95.00 =	\$ 2,280.00	150	= 3600
7090010	Hardware, Misc. (CL-14-LTE-RC)	LSUM	1	x	5000	\$	5,000.00	\$ 5,000.00 =	\$ 5,000.00	20000	= 20000
7090030	Timber and Lumber, Treated, Furn and Place	TBF	2.85	x	5000	\$	14,250.00	\$ 25,000.00 =	\$ 71,250.00	20000	= 57000
7097001	Timber Pile Repair	Ft	4	x	300	\$	1,200.00	\$ 500.00 =	\$ 2,000.00	2500	= 10000
7097051	Abrasive Deck Treatment (CL-14-LTE-RC)	LSUM	1	x	4608	\$	4,608.00	\$ 3,000.00 =	\$ 3,000.00	8000	= 8000
7130071	Structural Steel, Retrofit, Furn, Fab, and Erect	Lb	287	x	35	\$	10,045.00	\$ 25.00 =	\$ 7,175.00	40	= 11480
7130072	Structural Steel, Welded Repair, Furn, Fab, and Erect	Lb	2,691.00	x	30	\$	80,730.00	\$ 15.00 =	\$ 40,365.00	20	= 53820

7150047	Steel Structure, Cleaning, Partial, Type 4 (CL-14-LTE-RC)	LSUM	1	x	2985	\$	2,985.00	\$	40,000.00	=	\$	40,000.00	39800	=	39800
7150048	Steel Structure, Coating, Partial, Type 4 (CL-14-LTE-RQ)	LSUM	1	x	2985	\$	2,985.00	\$	5,000.00	=	\$	5,000.00	4776	=	4776
7160001	Field Repair of Damaged Coating (CL-14-LTE-RQ)	LSUM	1	x	149	\$	149.00	\$	1.00	=	\$	1.00	1	=	1
8130005	Riprap, Heavy	Syd	4	x	105	\$	420.00	\$	250.00	=	\$	1,000.00	400	=	1600
8130010	Riprap, Plain	Syd	8	x	75	\$	600.00	\$	200.00	=	\$	1,600.00	300	=	2400
8167011	Parkway Restoration	Syd	18	x	5	\$	90.00	\$	16.00	=	\$	288.00	50	=	900
REHABILITATION SUBTOTAL						\$	156,113.00		\$			\$	257,905.00		311382
						\$	201,905.00		\$			\$			598642
							0		\$			\$	294,180.00		
PROJECT 3 – BRIDGE (CL-14-LTE-RC) TRAIL BRIDGE REHABILITATION TOTAL															

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(AS NEEDED)
PROJECT 4 – BRIDGE (CL-15-LTE-RC) TRAIL BRIDGE REHABILITATION**

Bridge 15 – Project 4

		ENGINEERS ESTIMATE				ANLAAN		GRAND RIVER	
Pay Item Code	Description	Unit	Qty.			Unit Price	Total		
1500001	Mobilization, Max - 0.11	LSUM	0.11	x	268600	\$ 29,546.00	\$ 250,000.00 = \$ 27,500.00	644000 =	70840
2040080	Exploratory Investigation, Vertical	Ft	40	x	40	\$ 1,600.00	\$ 50.00 = \$ 2,000.00	50 =	2000
2050010	Embankment, CIP	Cyd	12	x	20	\$ 240.00	\$ 60.00 = \$ 720.00	60 =	720
2050016	Excavation, Earth	Cyd	9	x	16	\$ 144.00	\$ 55.00 = \$ 495.00	60 =	540
2050031	Non Haz Contaminated Material Handling and Disposal	Cyd	2	x	40	\$ 80.00	\$ 100.00 = \$ 200.00	150 =	300
2057011	Subgrade Undercutting, Special	Syd	11	x	35	\$ 385.00	\$ 100.00 = \$ 1,100.00	100 =	1100
3020002	Aggregate Base, IM	Cyd	4	x	50	\$ 200.00	\$ 115.00 = \$ 460.00	100 =	400
8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	15	x	100	\$ 1,500.00	\$ 70.00 = \$ 1,050.00	79.1 =	1186.5
8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	15	x	4.4	\$ 66.00	\$ 5.50 = \$ 82.50	5.65 =	84.75
8120140	Lighted Arrow, Type C, Furn	Ea	2	x	580	\$ 1,160.00	\$ 275.00 = \$ 550.00	565 =	1130
8120141	Lighted Arrow, Type C, Oper	Ea	2	x	120	\$ 240.00	\$ 25.00 = \$ 50.00	56.5 =	113
8130030	Channelizing Device, 42 inch, Furn	Ea	75	x	25	\$ 1,875.00	\$ 12.00 = \$ 900.00	21.47 =	1610.25
8120031	Channelizing Device, 42 inch, Oper	Ea	75	x	0.8	\$ 60.00	\$ 1.00 = \$ 75.00	1.13 =	84.75
8120170	Minor Traffic Devices	LSUM	0.11	x	103300	\$ 11,363.00	\$ 25,000.00 = \$ 2,750.00	1395000 =	153450
8120245	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, White, Temp	Ft	500	x	1.5	\$ 750.00	\$ 1.85 = \$ 925.00	1.85 =	925
8120246	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp	Ft	500	x	1.5	\$ 750.00	\$ 1.85 = \$ 925.00	1.85 =	925
8120350	Sign, Type B, Temp Prismatic, Furn	Sft	340	x	4.2	\$ 1,428.00	\$ 3.15 = \$ 1,071.00	3.59 =	1220.6
8120351	Sign, Type B, Temp Prismatic, Oper	Sft	340	x	0.6	\$ 204.00	\$ 0.15 = \$ 51.00	0.56 =	190.4
8120352	Sign, Type B, Temp Prismatic, Special, Furn	Sft	44	x	9	\$ 396.00	\$ 4.15 = \$ 182.60	3.79 =	166.76
8120353	Sign, Type B, Temp Prismatic, Special, Oper	Sft	44	x	0.6	\$ 26.40	\$ 0.15 = \$ 6.60	0.56 =	24.64
8110231	Pavt Mrkg, Waterborne, 4 inch, White	Ft	500	x	0.1	\$ 50.00	\$ 2.50 = \$ 1,250.00	2.5 =	1250
8120026	Pedestrian Type II Barricade, Temp	Ea	4	x	150	\$ 600.00	\$ 85.00 = \$ 340.00	100 =	400
8120210	Pavt Mrkg, Longit, 6 inch or Less Width, Rem	Ft	500	x	0.5	\$ 250.00	\$ 0.95 = \$ 475.00	1 =	500
MISCELLANEOUS QUANTITIES SUBTOTAL						\$ 52,913.40	\$ 43,158.70	239161.65	

Bridge 15 – Project #4

Pay Item Code	Description	Unit	Qty.			Unit Price	Total		
2040025	Fence, Rem	Ft	140	x	8	\$ 1,120.00	\$ 15.50 = \$ 2,170.00	40 =	5600
2040061	Structures, Rem Portions (CL-15-LTE-RC)	LSUM	1	x	19700	\$ 19,700.00	\$ 85,000.00 = \$ 85,000.00	60000 =	60000
2050016	Excavation, Earth	Cyd	4	x	16	\$ 64.00	\$ 55.00 = \$ 220.00	60 =	240
2080036	Erosion Control, Silt Fence	Ft	87	x	3	\$ 261.00	\$ 4.00 = \$ 348.00	10 =	870
5010005	HMA Surface, Rem	Syd	36	x	8	\$ 288.00	\$ 25.00 = \$ 900.00	30 =	1080
2050010	Embankment, CIP	Cyd	4	x	20	\$ 80.00	\$ 60.00 = \$ 240.00	60 =	240
5017031	Hand Patching	Ton	7	x	200	\$ 1,400.00	\$ 200.00 = \$ 1,400.00	200 =	1400
7060040	Elec Grounding System	Ea	1	x	1800	\$ 1,800.00	\$ 1,000.00 = \$ 1,000.00	3350 =	3350
7060051	Expansion Joint Device, Cover Plate	Ft	72	x	170	\$ 12,240.00	\$ 95.00 = \$ 6,840.00	150 =	10800
7090010	Hardware, Misc. (CL-15-LTE-RC)	LSUM	1	x	2500	\$ 2,500.00	\$ 6,000.00 = \$ 6,000.00	20000 =	20000
7090030	Timber and Lumber, Treated, Furn and Place	TBF	4.14	x	5000	\$ 20,700.00	\$ 25,000.00 = \$ 103,500.00	20000 =	82800
7097001	Timber Pile Repair	Ft	1	x	300	\$ 300.00	\$ 500.00 = \$ 500.00	2500 =	2500
7097051	Abrasive Deck Treatment (CL-15-LTE-RC)	LSUM	1	x	4224	\$ 4,224.00	\$ 3,000.00 = \$ 3,000.00	8000 =	8000

7130071	Structural Steel, Retrofit, Furn, Fab, and Erect	Lb	109	x	35	\$	3,815.00	\$	25.00	=	\$	2,725.00	40	=	4360
7150045	Steel Structure, Cleaning, Type 4 (CL-15-LTE-RC)	LSUM	1	x	174912.4125	\$	174,912.41	\$	303,000.00	=	\$	303,000.00	302680	=	302680
7150046	Steel Structure, Coating, Type 4 (CL-15-LTE-RC)	LSUM	1	x	38092.0365	\$	38,092.04	\$	23,000.00	=	\$	23,000.00	22540	=	22540
7160001	Field Repair of Damaged Coating (CL-15-LTE-RC)	LSUM	1	x	5.45	\$	5.45	\$	1.00	=	\$	1.00	1	=	1
8080010	Fence, Structure	Sft	1400	x	13	\$	18,200.00	\$	11.40	=	\$	15,960.00	20	=	28000
8167011	Parkway Restoration	Syd	35	x	5	\$	175.00	\$	16.00	=	\$	560.00	50	=	1750
REHABILITATION SUBTOTAL						\$	299,876.90				\$	556,364.00			
						\$	352,790.30				\$	599,522.70			
PROJECT 4 – BRIDGE (CL-15-LTE-RC) TRAIL BRIDGE REHABILITATION TOTAL											\$	599,522.70			
0															

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(AS NEEDED)

PROJECT 5 – BRIDGE (CL-18-LTE-RC) TRAIL BRIDGE REPLACEMENT

ENGINEERS ESTIMATE

ANLAAN

GRAND RIVER

Bridge 18 – Project 5

Pay Item Code	Description	Unit	Qty.			Unit Price	Total		
1500001	Mobilization, Max	LSUM	0.32	x	268600	\$ 85,952.00	\$ 250,000.00 = \$ 80,000.00	246600 =	78912
2040080	Exploratory Investigation, Vertical	Ft	40		40	\$ 1,600.00			
2050010	Embankment, CIP	Cyd	12	x	20	\$ 240.00	\$ 60.00 = \$ 720.00	49 =	588
2050016	Excavation, Earth	Cyd	9	x	16	\$ 144.00	\$ 55.00 = \$ 495.00	31 =	279
2050031	Non Haz Contaminated Material Handling and Disposal	Cyd	2	x	40	\$ 80.00	\$ 100.00 = \$ 200.00	125 =	250
2057011	Subgrade Undercutting, Special	Syd	11	x	35	\$ 385.00	\$ 100.00 = \$ 1,100.00	62 =	682
2060002	Backfill, Structure, CIP	Cyd	6	x	27	\$ 162.00	\$ 100.00 = \$ 600.00	58 =	348
3020002	Aggregate Base, 1M	Cyd	40	x	50	\$ 2,000.00	\$ 115.00 = \$ 4,600.00	53 =	2120
8120170	Minor Traffic Devices	LSUM	0.45	x	103300	\$ 46,485.00	\$ 25,000.00 = \$ 11,250.00	71700 =	32265
MISCELLANEOUS QUANTITIES SUBTOTAL						\$ 137,048.00	\$ 98,965.00		115444

Bridge 18 – Project 5

Pay Item Code	Description	Unit	Qty.			Unit Price	Total		
2010001	Clearing	Acre	0.05	x	10000	\$ 500.00	\$ 20,000.00 = \$ 1,000.00	150000 =	7500
2020006	Stump, Rem, 19 inch to 36 inch	Ea	6	x	350	\$ 2,100.00	\$ 200.00 = \$ 1,200.00	900 =	5400
2020008	Stump, Rem, 6 inch to 18 inch	Ea	14	x	250	\$ 3,500.00	\$ 100.00 = \$ 1,400.00	400 =	5600
2040055	Sidewalk, Rem	Syd	71	x	12	\$ 852.00	\$ 17.00 = \$ 1,207.00	9 =	639
2040060	Structures, Rem (CL-18-LTE-RC)	LSUM	1	x	70300	\$ 70,300.00	\$ 150,000.00 = \$ 150,000.00	183200 =	183200
2050016	Excavation, Earth	Cyd	96	x	16	\$ 1,536.00	\$ 55.00 = \$ 5,280.00	22 =	2112
2080036	Erosion Control, Silt Fence	Ft	897	x	3	\$ 2,691.00	\$ 4.00 = \$ 3,588.00	3 =	2691
2080042	Erosion Control, Turbidity Curtain, Deep	Ft	630	x	20	\$ 12,600.00	\$ 0.01 = \$ 6.30	14 =	8820
2087050	Erosion Control, Sediment Log	Ea	7	x	80	\$ 560.00	\$ 250.00 = \$ 1,750.00	160 =	1120
5010005	HMA Surface, Rem	Syd	520		8	\$ 4,160.00	\$ 25.00 = \$ 13,000.00	5 =	2600
7047051	Temporary/Portable Cofferdam (CL 18 LTE RC)	LSUM	1	x	60000	\$ 60,000.00	\$ 1.00 = \$ 1.00	49600 =	49600
7180100	Obstruction Removal	Dlr	6500	x	1	\$ 6,500.00	\$ 1.00 = \$ 6,500.00	1 =	6500
2080014	Erosion Control, Filter Bag	Ea	4	x	400	\$ 1,600.00	\$ 250.00 = \$ 1,000.00	200 =	800
2050010	Embankment, CIP	Cyd	222	x	20	\$ 4,440.00	\$ 60.00 = \$ 13,320.00	26 =	5772
2060002	Backfill, Structure, CIP	Cyd	50	x	27	\$ 1,350.00	\$ 100.00 = \$ 5,000.00	28 =	1400
3020016	Aggregate Base, 6 inch	Syd	160	x	15	\$ 2,400.00	\$ 30.00 = \$ 4,800.00	15 =	2400
5017031	HMA Approach	Ton	100	x	150	\$ 15,000.00	\$ 200.00 = \$ 20,000.00	200 =	20000
6020600	Conc Pavt, Bridge Approach, Reinf	Syd	63	x	180	\$ 11,340.00	\$ 150.00 = \$ 9,450.00	150 =	9450
7040001	Steel Sheet Piling, Permanent, Galvanized	Sft	3200	x	60	\$ 192,000.00	\$ 30.00 = \$ 96,000.00	27 =	86400
7040007	Cofferdams (CL-18-LTE-RC)	LSUM	1	x	75000	\$ 75,000.00	\$ 5,000.00 = \$ 5,000.00	18600 =	18600
7050002	Pile Driving Equipment, Furn (CL 18-LTE RC)	LSUM	1	x	25000	\$ 25,000.00	\$ 10,000.00 = \$ 10,000.00	98300 =	98300
7050020	Pile, CIP Conc, Furn and Driven, 12 inch	Ft	310	x	45	\$ 13,950.00	\$ 50.00 = \$ 15,500.00	25 =	7750
7050021	Test Pile, CIP Conc, 12 inch	Ea	4	x	750	\$ 3,000.00	\$ 250.00 = \$ 1,000.00	960 =	3840
7050025	Pile Point, CIP Conc	Ea	12	x	75	\$ 900.00	\$ 350.00 = \$ 4,200.00	240 =	2880
7060040	Elec Grounding System	Ea	1	x	1800	\$ 1,800.00	\$ 1,000.00 = \$ 1,000.00	3350 =	3350
7060092	Reinforcement, Steel, Epoxy Coated	Lb	5270	x	2.5	\$ 13,175.00	\$ 2.50 = \$ 13,175.00	1.7 =	8959
7060100	Substructure Conc	Cyd	37	x	1200	\$ 44,400.00	\$ 1,000.00 = \$ 37,000.00	1050 =	38850
7070050	Structural Steel, Mixed, Erect	Lb	4819	x	2.5	\$ 12,047.50	\$ 0.75 = \$ 3,614.25	0.8 =	3855.2
7070051	Structural Steel, Mixed, Furn and Fab	Lb	4819	x	7	\$ 33,733.00	\$ 5.20 = \$ 25,058.80	4.9 =	23613.1
7077051	Prefabricated Steel Bridge, Installed (CL-18-LTE-RC)	LSUM	1	x	210000	\$ 210,000.00	\$ 20,000.00 = \$ 20,000.00	10800 =	10800
7097001	Approach Railing	Ft	188	x	100	\$ 18,800.00	\$ 135.00 = \$ 25,380.00	150 =	28200
7100001	Joint Waterproofing	Sft	54	x	7	\$ 378.00	\$ 5.00 = \$ 270.00	6 =	324

7100030 Substructure Horizontal Surface Sealer (CL-18-LTE-RC)	Syd	22	x	65	\$	1,430.00	<u>\$ 25.00</u>	=	<u>\$ 550.00</u>	73 =	1606
7120028 Adhesive Anchoring of Horizontal Bar, 3/4 inch	Ea	12	x	28	\$	336.00	<u>\$ 20.00</u>	=	<u>\$ 240.00</u>	37 =	444
8030046 Sidewalk, Conc, 6 inch	Sft	1134	x	8	\$	9,072.00	<u>\$ 7.00</u>	=	<u>\$ 7,938.00</u>	7 =	7938
8130005 Riprap, Heavy	Syd	576	x	105	\$	60,480.00	<u>\$ 115.00</u>	=	<u>\$ 66,240.00</u>	80 =	46080
8167011 Parkway Restoration	Syd	515	x	5	\$	2,575.00	<u>\$ 16.00</u>	=	<u>\$ 8,240.00</u>	10 =	5150
REPLACEMENT SUBTOTAL					\$	919,505.50			\$ 578,908.35		712543.3
PROJECT 5 – BRIDGE (CL-18-LTE-RC) TRAIL BRIDGE REPLACEMENT TOTAL									<u>\$ 677,873.35</u>		827987.3
					\$	1,056,553.50					
					\$	-					

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PROJECT 6 – BRIDGE (CL-31-LT-GR) TRAIL BRIDGE REHABILITATION

ENGINEERS ESTIMATE

ANLAAN

GRAND RIVER

Bridge 31 PROJECT 6

Pay Item Code	Description	Unit	Qty.			Unit Price	Total		
1500001	Mobilization, Max.	LSUM	0.13	x	268500	\$ 34,918.00	\$ 250,000.00	= \$ 32,500.00	345929.15 = 44970.7895
2040080	Exploratory Investigation, Vertical	Ft	10	x	40	\$ 400.00	\$ 60.00	= \$ 600.00	150 = 1500
2050010	Embankment, CIP	Cyd	12	x	20	\$ 240.00	\$ 60.00	= \$ 720.00	49 = 588
2050016	Excavation, Earth	Cyd	9	x	16	\$ 144.00	\$ 55.00	= \$ 495.00	31 = 279
2050031	Non Haz Contaminated Material Handling and Disposal	Cyd	2	x	40	\$ 80.00	\$ 100.00	= \$ 200.00	200 = 400
2057011	Subgrade Undercutting, Special	Syd	12	x	35	\$ 420.00	\$ 100.00	= \$ 1,200.00	53 = 636
3020002	Aggregate Base, LM	Cyd	8	x	50	\$ 400.00	\$ 115.00	= \$ 920.00	65 = 520
8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	10	x	100	\$ 1,000.00	\$ 70.00	= \$ 700.00	79.1 = 791
8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	10	x	4.4	\$ 44.00	\$ 5.50	= \$ 55.00	5.65 = 56.5
8120170	Minor Traffic Devices	LSUM	0.18	x	103300	\$ 18,594.00	\$ 25,000.00	= \$ 4,500.00	361100 = 64998
8120350	Sign, Type B, Temp Prismatic, Furn	Sft	270	x	4.2	\$ 1,134.00	\$ 3.15	= \$ 850.50	3.59 = 969.3
8120351	Sign, Type B, Temp Prismatic, Oper	Sft	270	x	0.6	\$ 162.00	\$ 0.15	= \$ 40.50	0.56 = 151.2
8120352	Sign, Type B, Temp Prismatic, Special, Furn	Sft	36	x	9	\$ 324.00	\$ 4.15	= \$ 149.40	3.79 = 136.44
8120353	Sign, Type B, Temp Prismatic, Special, Oper	Sft	36	x	0.6	\$ 21.60	\$ 0.15	= \$ 5.40	0.56 = 20.16
8120026	Pedestrian Type II Barricade, Temp	Ea	4	x	150	\$ 600.00	\$ 85.00	= \$ 340.00	84.75 = 339
MISCELLANEOUS QUANTITIES SUBTOTAL						\$ 58,481.60	\$ 43,275.80		\$ 116,355.39

Bridge 31 – Project 6

Pay Item Code	Description	Unit	Qty.			Unit Price	Total		
2040055	Sidewalk, Rem	Syd	33	x	12	\$ 396.00	\$ 50.00	= \$ 1,650.00	15 = 495
2040061	Structures, Rem Portions (CL-31-LT-GR)	LSUM	1	x	71600	\$ 71,600.00	\$ 108,000.00	= \$ 108,000.00	125000 = 125000
2080036	Erosion Control, Silt Fence	Ft	27	x	3	\$ 81.00	\$ 4.00	= \$ 108.00	8 = 216
2080042	Erosion Control, Turbidity Curtain, Deep	Ft	126	x	20	\$ 2,520.00	\$ 10.00	= \$ 1,260.00	19 = 2394
5010005	HMA Surface, Rem	Syd	37	x	8	\$ 296.00	\$ 25.00	= \$ 925.00	11 = 407
5017031	Hand Patching	Ton	8	x	\$200.00	\$ 1,600.00	\$ 200.00	= \$ 1,600.00	200 = 1600
7060040	Elec Grounding System	Ea	1	x	\$1,800.00	\$ 1,800.00	\$ 1,000.00	= \$ 1,000.00	3350 = 3350
7060051	Expansion Joint Device, Cover Plate	Ft	240	x	\$170.00	\$ 40,800.00	\$ 60.00	= \$ 14,400.00	58 = 13920
7070070	Structural Steel, Rolled Shape, Erect	Lb	3263	x	\$10.00	\$ 32,630.00	\$ 15.00	= \$ 48,945.00	3 = 9789
7077051	Prefabricated Steel Bridge, Installed (CL-31-LT-GR)	LSUM	1	x	\$100,000.00	\$ 100,000.00	\$ 20,000.00	= \$ 20,000.00	50700 = 50700
7090010	Hardware, Misc. (CL-31-LT-GR)	LSUM	1	x	\$7,500.00	\$ 7,500.00	\$ 7,000.00	= \$ 7,000.00	1800 = 1800
7090030	Timber and Lumber, Treated, Furn and Place	TBF	3.43	x	\$5,000.00	\$ 17,150.00	\$ 25,000.00	= \$ 85,750.00	8100 = 27783
7097051	Abrasive Deck Treatment (CL-31-LT-GR)	LSUM	1	x	\$17,280.00	\$ 17,280.00	\$ 10,000.00	= \$ 10,000.00	7300 = 7300
7130071	Structural Steel, Retrofit, Furn, Fab, and Erect	Lb	498	x	\$35.00	\$ 17,430.00	\$ 25.00	= \$ 12,450.00	17 = 8466
7130072	Structural Steel, Welded Repair, Furn, Fab, and Erect	Lb	552	x	\$30.00	\$ 16,560.00	\$ 50.00	= \$ 27,600.00	13 = 7176
7150047	Steel Structure, Cleaning, Partial, Type 4 (CL-31-LT-GR)	LSUM	1	x	\$7,447.50	\$ 7,447.50	\$ 80,000.00	= \$ 80,000.00	79440 = 79440
7150048	Steel Structure, Coating, Partial, Type 4 (CL-31-LT-GR)	LSUM	1	x	\$7,447.50	\$ 7,447.50	\$ 12,000.00	= \$ 12,000.00	11916 = 11916
7160001	Field Repair of Damaged Coating (CL-31-LT-GR)	LSUM	1	x	\$52.50	\$ 52.50	\$ 1.00	= \$ 1.00	1 = 1
8030046	Sidewalk, Conc, 6 inch	Sft	290	x	\$8.00	\$ 2,320.00	\$ 7.00	= \$ 2,030.00	7 = 2030
8080011	Fence, Chain Link, 48 inch	Ft	4	x	\$60.00	\$ 240.00	\$ 620.00	= \$ 2,480.00	500 = 2000
8130005	Riprap, Heavy	Syd	67	x	\$105.00	\$ 7,035.00	\$ 150.00	= \$ 10,050.00	112 = 7504
8167011	Parlway Restoration	Syd	47	x	\$5.00	\$ 235.00	\$ 16.00	= \$ 752.00	22 = 1034
REHABILITATION SUB TOTAL						\$ 352,420.50	\$ 448,001.00		364321
PROJECT 6 – BRIDGE (CL-31-LT-GR) TRAIL BRIDGE REHABILITATION TOTAL						\$ 410,902.10	\$ 491,276.80		\$ 480,676.39

THIS PAGE LEFT FOR BID ITEMS
(AS NEEDED)

PROJECT 7 – BRIDGE (CL-18-LTE-RC) TRUSS FURN FAB AND DELIVER BID

Pay Item Code	Description	Unit	Qty.	ENGINEERS ESTIMATE		UNIT PRICE		ANLAAN	Total	GRAND RIVER			CONTEQ-H
1500001	Mobilization, Max - 0.13	LSUM	0.13	x	268600	34918	\$ 250,000.00	=	\$ 32,500.00	\$ 261,500.00	=	\$ 33,995.00	
7077051	Prefabricated Steel Bridge, Furn (CL-18-LTE-RC)	LSUM	1	x	961700	961700	\$ 915,000.00	=	\$ 915,000.00	\$ 913,400.00	=	\$ 913,400.00	\$962,500.00
PROJECT 7 TRUSS FURN FAB AND DELIVER BID SUBTOTAL						\$ 396,610.00			\$ 947,500.00			\$ 947,995.00	\$962,500.00

THIS PAGE LEFT FOR BID ITEMS
(AS NEEDED)

PROJECT 8 - BRIDGE (CL-31-LT-GR) TRUSS FURN FAB AND DELIVER BID

Pay Item Code	Description	Unit	Qty.	ENGINEERS ESTIMATE		ANLAAN		GRAND RIVER		CONTECH
						Unit Price	Total			
1500001	Mobilization, Max - 0.05	LSUM	0.05 x	268500	13430	\$ 250,000.00 =	\$ 12,500.00	177300 =	8865	
7077051	Prefabricated Steel Bridge, Furn (CL-31-LT-GR)	LSUM	1 x	152500	152500	\$ 153,000.00 =	\$ 153,000.00	173500 =	173500	\$162,500.00
	PROJECT 8 TRUSS FURN FAB AND DELIVER BID SUBTOTAL				\$ 165,930.00		\$ 165,500.00	\$ 182,365.00		\$162,500.00

Table 8. Bridge Repair, Rehabilitation and Replacement Costs

Structure Number	Repair						Rehabilitation	Replacement	Approach Costs	Signage Costs	Channel Cleaning	Sub Total (Not Including Contingency, Engineering, or Construction Administration)	Total Construction ¹ (Including 12% Contingency + 15% Engineering & Construction Administration)
	Deck Costs	Joint Costs	Railing Costs	Superstructure Cost	Painting Cost	Piles Cost							
CL-01-SCT-SC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$15,350	\$16,350	\$21,255
CL-02-PK-SWL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$750	\$1,750	\$2,275
CL-03-LTS-SC	\$76,102	\$500	\$10,020	\$245,490	\$192,649	\$0	\$524,761	\$0	\$0	\$1,000	\$20,875	\$546,636	\$710,626
CL-04-LTS-SC	\$10,937	\$0	\$0	\$0	\$0	\$0	\$10,937	\$0	\$0	\$1,000	\$6,000	\$17,937	\$23,318
CL-05-LTS-SC	\$6,198	\$0	\$4,080	\$39,984	\$11,696	\$0	\$61,958	\$0	\$0	\$1,000	\$1,700	\$64,658	\$84,055
CL-06-LTS-SC	\$13,124	\$0	\$0	\$0	\$0	\$0	\$13,124	\$0	\$0	\$1,000	\$7,200	\$21,324	\$27,721
CL-07-LTS-SC	\$8,203	\$0	\$540	\$0	\$0	\$0	\$8,743	\$0	\$0	\$1,000	\$2,250	\$11,993	\$15,590
CL-08-LTW-GR	\$17,499	\$3,000	\$0	\$56,448	\$131,580	\$0	\$208,527	\$0	\$0	\$1,000	\$4,800	\$214,327	\$278,625
CL-09-LTW-GR	\$224,660	\$6,500	\$29,580	\$579,768	\$84,796	\$60,920	\$986,224	\$0	\$14,010	\$1,000	\$12,325	\$1,013,559	\$1,317,627
CL-10-LTW-GR	\$68,902	\$7,000	\$9,072	\$222,264	\$65,016	\$0	\$372,254	\$0	\$13,800	\$1,000	\$9,450	\$396,504	\$515,455
CL-11-LTE-RC	\$15,950	\$0	\$0	\$102,900	\$30,100	\$0	\$148,950	\$0	\$14,010	\$1,000	\$4,375	\$168,335	\$218,835
CL-12-LTE-RC	\$20,051	\$0	\$2,640	\$64,680	\$3,784	\$115,800	\$206,955	\$0	\$11,610	\$1,000	\$5,500	\$225,065	\$292,584
CL-13-LTE-RC	\$11,484	\$0	\$3,780	\$37,044	\$0	\$0	\$52,308	\$0	\$0	\$1,000	\$1,575	\$54,883	\$71,347
CL-14-LTE-RC	\$56,871	\$6,500	\$7,488	\$366,912	\$53,664	\$71,840	\$563,275	\$0	\$11,610	\$1,000	\$7,800	\$583,685	\$758,791
CL-15-LTE-SP	\$75,464	\$5,000	\$9,936	\$486,864	\$71,208	\$0	\$648,472	\$0	\$11,670	\$1,000	\$10,350	\$671,492	\$872,939
CL-16-LTE-RC	Total Replacement							\$1,179,675	\$11,700	\$1,000	\$8,025	\$1,200,400	\$1,800,600
CL-17-LTE-RC	\$820	\$0	\$108	\$2,646	\$0	\$0	\$3,574	\$0	\$12,000	\$1,000	\$225	\$16,799	\$21,839
CL-18-LTE-RC	Total Replacement							\$666,131	\$11,820	\$1,000	\$3,975	\$682,926	\$1,024,388
CL-19-PK-WL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,210	\$1,000	\$1,200	\$14,410	\$18,733
CL-20-LTE-RC	Total Replacement							\$209,475	\$11,820	\$1,000	\$1,250	\$223,545	\$335,318
CL-21-LTE-RC	Total Replacement							\$1,344,830	\$12,000	\$1,000	\$8,025	\$1,365,855	\$2,048,782
CL-22-ELT-RC	\$10,117	\$1,000	\$1,332	\$32,634	\$19,092	\$0	\$64,175	\$0	\$0	\$1,000	\$2,775	\$67,950	\$88,334
CL-23-LT-GR	\$13,671	\$0	\$1,800	\$176,400	\$51,600	\$0	\$243,471	\$0	\$0	\$1,000	\$7,500	\$251,971	\$327,562
CL-24-LT-GR	\$26,248	\$0	\$17,280	\$169,344	\$0	\$0	\$212,872	\$0	\$11,220	\$1,000	\$7,200	\$232,292	\$301,980
CL-25-LT-GR	\$24,608	\$0	\$16,200	\$79,380	\$0	\$85,280	\$205,468	\$0	\$11,610	\$1,000	\$6,750	\$224,828	\$292,276
CL-26-LT-GR	\$218,736	\$0	\$5,760	\$1,411,200	\$82,560	\$0	\$1,718,256	\$0	\$16,800	\$1,000	\$12,000	\$1,748,056	\$2,272,473
CL-27-LTW-GR	\$0	\$0	\$672	\$65,856	\$0	\$0	\$66,528	\$0	\$0	\$1,000	\$5,600	\$73,128	\$95,066
CL-28-LT-GR	\$35,271	\$0	\$23,220	\$113,778	\$66,564	\$0	\$238,833	\$0	\$0	\$1,000	\$9,675	\$249,508	\$324,361
CL-29-LT-GR	Total Replacement						\$0	\$1,822,433	\$11,610	\$1,000	\$10,875	\$1,845,918	\$2,768,876
CL-30-PK-GR	\$1,367	\$0	\$1,800	\$17,640	\$5,160	\$0	\$25,967	\$0	\$11,610	\$1,000	\$750	\$39,327	\$51,125
CL-31-LT-GR	\$61,520	\$9,500	\$16,200	\$793,800	\$116,100	\$0	\$997,120	\$0	\$12,000	\$1,000	\$16,875	\$1,026,995	\$1,335,093
CL-32-LT-GR	\$29,256	\$4,500	\$7,704	\$94,374	\$55,212	\$0	\$191,046	\$0	\$0	\$1,000	\$8,025	\$200,071	\$260,092
CM-01-HAY-SC	Total Replacement						\$0	\$95,760	\$0	\$1,000	\$500	\$97,260	\$145,890
CM-02-HAY-SC	Total Replacement						\$0	\$115,710	\$0	\$1,000	\$500	\$117,210	\$175,815
CM-03-HAY-SC	Total Replacement						\$0	\$113,117	\$0	\$1,000	\$675	\$114,792	\$172,187

Structure Number	Repair						Rehabilitation	Replacement	Approach Costs	Signage Costs	Channel Cleaning	Sub Total	Total Construction ¹
	Deck Costs	Joint Costs	Railing Costs	Superstructure Cost	Painting Cost	Piles Cost						(Not Including Contingency, Engineering, or Construction Administration)	Including 12% Contingency + 18% Engineering & Construction Administration
CM-04-HAY-SC	\$4,238	\$0	\$0	\$27,342	\$15,996	\$0	\$47,576	\$0	\$0	\$1,000	\$2,325	\$50,901	\$66,171
CW-01-CW-WL	\$1,641	\$0	\$432	\$10,584	\$0	\$0	\$12,657	\$0	\$0	\$1,000	\$450	\$14,107	\$18,338
DT-01-SCT-SC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$1,475	\$2,475	\$3,218
DT-02-SCT-I96	\$0	\$0	\$360	\$0	\$0	\$0	\$360	\$0	\$0	\$1,000	\$750	\$2,110	\$2,743
DT-03-SCT-SC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$12,150	\$13,150	\$17,095
EL-01-ELT-RC	\$0	\$1,000	\$0	\$0	\$18,060	\$0	\$19,060	\$0	\$0	\$1,000	\$2,625	\$22,685	\$29,491
EL-02-ELT-RC	\$0	\$0	\$1,440	\$41,580	\$41,280	\$0	\$84,300	\$0	\$19,800	\$1,000	\$3,000	\$108,100	\$140,530
EL-03-ELT-RC	\$7,656	\$0	\$1,008	\$49,392	\$14,448	\$0	\$72,504	\$0	\$12,000	\$1,000	\$4,200	\$89,704	\$116,615
EL-04-NTT-SWL	Total Replacement							\$150,822	\$4,500	\$1,000	\$900	\$157,222	\$235,833
EL-05-NTT-SWL	\$3,646	\$0	\$2,400	\$11,760	\$0	\$0	\$17,806	\$0	\$12,000	\$1,000	\$1,000	\$31,806	\$41,347
EL-06-NTT-SWL	\$3,646	\$0	\$2,400	\$11,760	\$0	\$0	\$17,806	\$0	\$12,000	\$1,000	\$1,000	\$31,806	\$41,347
EL-07-NTT-SWL	Total Replacement							\$125,685	\$12,000	\$1,000	\$750	\$139,435	\$209,153
MT-01-PK-SWL	\$32,810	\$0	\$4,320	\$84,672	\$0	\$0	\$121,802	\$0	\$9,600	\$1,000	\$1,800	\$134,202	\$174,463
MT-02-MP-DR	\$7,929	\$0	\$1,044	\$25,578	\$14,964	\$0	\$49,515	\$0	\$9,210	\$1,000	\$2,175	\$61,900	\$80,470
MT-03-PK-DR	Total Replacement						\$0	\$188,528	\$8,910	\$1,000	\$1,125	\$199,563	\$299,344
MT-04-PK-DR	\$5,833	\$0	\$768	\$37,632	\$11,008	\$0	\$55,241	\$0	\$4,800	\$1,000	\$1,600	\$62,641	\$81,433
MT-05-PK-DR	\$0	\$0	\$1,800	\$8,820	\$0	\$0	\$10,620	\$0	\$0	\$1,000	\$750	\$12,370	\$16,081
MT-06-MIP-DR	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$875	\$1,875	\$2,438
MT-07-MIP-DR	Total Replacement							\$75,411	\$14,400	\$1,000	\$450	\$91,261	\$136,892
WT-01-WT-RC	\$88,862	\$0	\$11,700	\$114,660	\$33,540	\$0	\$248,762	\$0	\$8,400	\$1,000	\$4,875	\$263,037	\$341,947
Total	\$1,183,316	\$44,500	\$196,884	\$5,583,186	\$1,190,077	\$333,840	\$8,531,803	\$6,087,575	\$350,730	\$55,000	\$266,975	\$15,292,082	\$19,879,707

¹: Total construction costs include 12% contingencies and 18% engineering and construction administration.

City of Lansing River Trail bridge inspections

Bridge ID	Const Year	X ≤ 4	X ≤ 4, Δ ≥ 1	X ≤ 4, Δ ≥ 2	Surface/Decking:			Joints:			Superstructure (Beams):			Abutments:			Piers:		
					2015 Mannik	2017 Tetra Tech		2015 Mannik	2017 Tetra Tech		2015 Mannik	2017 Tetra Tech		2015 Mannik	2017 Tetra Tech		2015 Mannik	2017 Tetra Tech	
CL-01-SCT-SC					8			N/A			8			8			8		
CL-02-PK-SWL					8	N/A		N/A	N/A		8	N/A		N/A	N/A		N/A	N/A	
CL-03-LTS-SC					6	7		7	6		7	7		7	8		7	6	
CL-04-LTS-SC					7	6		8	8		8	7		8	8		8	7	
CL-05-LTS-SC					6	6		N/A	8		6	7		7	7		N/A	N/A	
CL-06-LTS-SC					7	5		8	8		8	7		8	8		7	7	
CL-07-LTS-SC					6	6		7	7		8	6		8	8		N/A	N/A	
CL-08-LTW-GR					6	6		4	8		7	5		8	8		7	8	
CL-09-LTW-GR	2022				4	6		5	8		5	5		4	5		6	7	
CL-10-LTW-GR					5	6		5	7		6	5		7	8		7	6	
CL-11-LTE-RC					6	6		7	7		6	3		7	8		N/A	N/A	
CL-12-LTE-RC					6	7		N/A	N/A		7	7		6	8		4	3	
CL-13-LTE-RC					5	6		N/A	8		6	6		7	8		5	5	
CL-14-LTE-RC	2021				6	6		5	7		5	3		6	7		5	2	
CL-15-LTE-SP					6			3			5			7			7		
CL-16-LTE-RC					4			6			4			5			5		
CL-17-LTE-RC					6			N/A			7			5			N/A		
CL-18-LTE-RC	2021				5	6		1	7		3	3		8	8		6	5	
CL-19-PK-WL					8	8		N/A	7		8	7		8	8		8	8	
CL-20-LTE-RC					6			6			5			7			N/A		
CL-21-LTE-RC	2020				2	5		1	7		4	3		6	8		6	5	
CL-22-ELT-RC					6			4			7			7			N/A		
CL-23-LT-GR					7	6		6	8		6	5		7	8		7	8	
CL-24-LT-GR					6	6		N/A	8		6	5		6	6		5	4	
CL-25-LT-GR					6	7		N/A	N/A		7	3		7	6		5	3	
CL-26-LT-GR					4	5		N/A	6		2	3		7	8		6	6	
CL-27-LTW-GR					8	8		8	8		7	7		8	8		8	8	
CL-28-LT-GR					6	5		N/A	8		7	3		4	4		4	3	
CL-29-LT-GR					6	7		1	8		1	6		6	7		4	5	
CL-30-PK-GR					7			6			6			7			N/A		
CL-31-LT-GR	2021				6	6		5	5		5	3		7	8		7	6	
CL-32-LT-GR					6	6		4	5		7	3		7	8		7	6	
TOTAL			10	9	6														

Tetra Tech's prop inspection for 2019
Construction planned
Reduced list
Rating down 1
Rating down 2 or more



**2015 BRIDGE INVENTORY AND CURSORY INSPECTION FORM
INGHAM COUNTY PARKS**

Trail Name: Lansing River Trail West
 Feature Intersected: Grand River
 Trail Bridge Number: CL-09-LTW-GR

Inspection Date: 8/20/2015
 Inspected By: Matthew T. Mikolajczyk, P.E.
 Report #: 26

Bridge Identification: Lansing River Trail West at E. of Moores Park			
Structure Type:	Steel Thru Trusses and Timber Transition Spans		Legend
Latitude:	42.71769	Longitude: -84.55549	
Bridge Dimensions:			9 New
Rail Height (ft):	4.5	Bridge Length (ft) 493 # of Spans: 12	7 - 8 Good
Width Between Rail (ft):	11.67	Span (ft): 153-9-96-135-100	5 - 6 Fair
Bridge Type:			3 - 4 Poor
Beam Type:	Steel Thru Trusses and Timber Transition Spans	Insp. Freq.(Months): 24	2 or Less Critical
Deck Type:	Timber	Next Inspection Due: 8/20/2017	
Topping Type:	NA		

Bridge Inspection:			
Element	Type	Rating	Comments
Surface/Decking:	3x12 Timber	4	Advanced decay and rot, mildew, fungus, splitting, checking, multiple sign patches over 25 % of deck.
Joints	Plated	6	Non-slip pad is peeling off.
Railing/Curb:	Steel and Timber	4	Cracks in angle rub rail. Exposed Nails. Missing or broken rail elements.
Superstructure (Beams):	Truss, Floor Bm and	5	Advanced deterioration under truss.
Paint/Protection:	Weathering Steel	6	Advanced corrosion on floor beams and stringers.
Bearings:	Steel Slide Plate	7	Corrosion on plates.
Abutments:	Concrete	4	Large cracks near truss seat on south abutment.
Piers:	Concrete cap on st. shaft	6	Hairline cracks and surface rust on shafts.
Culvert:	NA	NA	NA
Channel:	River	6	Sediment deposit downstream and at pier.
Approaches:	HMA	8	Settlement at abutment up to 2.5".
Signage:	NA	NA	NA
Other:	NA	NA	NA

Recommendations:
Perform in-depth inspection
Repair abutment seat. Replace decking as required. Repair approach settlement. Repair bridge railing.
Scheduled Maintenance Recommendations (Annual or Biennial):
Vegetation removal from joints and fill joints in approach. Remove vegetation to clear structure and access under bridge.
Powerwash superstructure and abutment seats.
Check and replace decking as needed.
Preventative Maintenance Recommendation: (Periodically)
Clean channel at bridge.
Replace riprap at bridge.

From: [Jared Cypher](#)
To: [Rachel Prettenhofer](#)
Subject: FW: Urgent Request- Additional Request
Date: Monday, August 10, 2020 2:57:59 PM
Attachments: [doc07945120200810130959.pdf](#)

From: Kaschinske, Brett <Brett.Kaschinske@lansingmi.gov>
Sent: Monday, August 10, 2020 1:28 PM
To: Timothy Morgan <TMorgan@ingham.org>
Cc: Jared Cypher <JCypher@ingham.org>; Melissa Buzzard <MBuzzard@ingham.org>
Subject: RE: Urgent Request- Additional Request

Attached are reports from the original report from Mannik Smith and a comparison to analysis we had done by Tetra Tech. It is difficult to come up with an exact number until you are able to do an in depth engineering analysis of the bridges. Much more difficult than regular pathway. C2ae was within 12% of the construction amounts. The City of Lansing has been a great steward of the resources provided thru this millage thru its applications.

The trend in the bid is that the following items are significantly higher than the engineers estimate:

Timber: approximate 290K more than anticipated. This is a result of the current timber prices skyrocketing as of recent.
Structure removal: approximately 310K more than anticipated. This is likely a result of the potential difficulty while working within the tight confinement of the riverbank.
Structure Cleaning: Approximately 485K more than anticipated: This again is likely due to the potential difficulty while working within tight confinements.

Bridge 09 had significantly more work than originally scoped by the consultants and during design, additional work was identified.

The above costs attribute to 1.1 million in additional costs alone. The remaining unit prices are also high but spread out. For example, riprap was 100k more for all projects than anticipated. Overall, our latest estimate was within ten percent of the contractor's estimate. However, with bids and scoping conducted years prior, the issues and costs have increased more than anticipated.

We have seen this on road projects as well.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE CITY OF LANSING
TRAILS AND PARKS MILLAGE AGREEMENTS**

WHEREAS, Board of Commissioners Resolution #18-110 authorized entering into a contract with the City of Lansing for Agreement TR039; and

WHEREAS, Board of Commissioners Resolution #19-047 authorized entering into a contract with the City of Lansing for Agreement TR056, TR064, TR065, TR066 and TR067; and

WHEREAS, due to unforeseen circumstances the City of Lansing is requesting an amendment to Agreements TR039, TR056, TR064, TR065, TR066 and TR067 to increase the budget by \$1,8000,000 as outlined in the below table.

Contract Title	Project #	Original Amount Authorized	Additional Amount Authorized	Total Revised Contract Amount
Bridge Repair/Replacement E. of Moore's Park CL-09	TR039	\$78,750.00	\$558,006.87	\$636,756.87
Bridge CL-13	TR065	\$86,442.85	\$173,217.27	\$259,660.12
Bridge CL-14	TR067	\$100,980.97	\$276,618.27	\$377,599.24
Bridge CL-15	TR066	\$344,042.54	\$272,650.97	\$616,693.51
Bridge CL-18	TR064	\$714,017.94	\$227,101.35	\$941,119.29
Bridge CL-31	TR056	\$373,511.70	\$292,405.27	\$665,916.97

WHEREAS, Agreement TR039 and needs to be extended to complete the project to December 31, 2021.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an Amendment to the Agreements listed below with the City of Lansing:

Contract Title	Project #	Original Amount Authorized	Additional Amount Authorized	Total Revised Contract Amount
Bridge Repair/Replacement E. of Moore's Park CL-09	TR039	\$78,750.00	\$558,006.87	\$636,756.87
Bridge CL-13	TR065	\$86,442.85	\$173,217.27	\$259,660.12

Bridge CL-14	TR067	\$100,980.97	\$276,618.27	\$377,599.24
Bridge CL-15	TR066	\$344,042.54	\$272,650.97	\$616,693.51
Bridge CL-18	TR064	\$714,017.94	\$227,101.35	\$941,119.29
Bridge CL-31	TR056	\$373,511.70	\$292,405.27	\$665,916.97

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes an additional \$558,006.87 from the Trails and Parks Millage fund balance for the TR039 project and the Controller is authorized to transfer \$558,006.87 from the Trails and Parks Millage fund balance into line item #228-62800-967000-TR039.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes an additional \$292,405.27 from the Trails and Parks Millage fund balance for the TR056 project and the Controller is authorized to transfer \$292,405.27 from the Trails and Parks Millage fund balance into line item #228-62800-967000-TR056.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes an additional \$227,101.35 from the Trails and Parks Millage fund balance for the TR064 project and the Controller is authorized to transfer \$227,101.35 from the Trails and Parks Millage fund balance into line item #228-62800-967000-TR064.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes an additional \$173,217.27 from the Trails and Parks Millage fund balance for the TR065 project and the Controller is authorized to transfer \$173,217.27 from the Trails and Parks Millage fund balance into line item #228-62800-967000-TR065.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes an additional \$272,650.97 from the Trails and Parks Millage fund balance for the TR066 project and the Controller is authorized to transfer \$272,650.97 from the Trails and Parks Millage fund balance into line item #228-62800-967000-TR066.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes an additional \$276,618.27 from the Trails and Parks Millage fund balance for the TR067 project and the Controller is authorized to transfer \$276,618.27 from the Trails and Parks Millage fund balance into line item #228-62800-967000-TR067.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes an extension for Agreement TR039 to December 31, 2021.

BE IT FURTHER RESOLVED, that all other terms and conditions Agreement TR039, TR056, TR064, TR065, TR066 and TR067 shall remain unchanged.

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

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

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: July 30, 2020
SUBJECT: Resolution to Authorize an Agreement with Adams Outdoor to promote Weed Facts Campaign 2020
For the meeting agendas of: August 17 and August 19, 2020

BACKGROUND

Ingham County Health Department (ICHD) wishes to enter into an agreement with Adams Outdoor to promote the Weed Facts Campaign 2020. ICHD accepted a grant from the State of Michigan Department of Licensing and Regulatory Affairs (LARA) for education, communication, and outreach regarding the Michigan Medical Marihuana Act, totaling \$40,545, authorized by Resolution #20-070. ICHD has developed new campaign messages regarding risks related to marihuana usage by adolescents and pregnant or lactating people and the new messaging needs to be shared/disseminated with county residents. ICHD seeks to promote these campaign messages through billboards and online advertising through Adams Outdoor, effective August 1, 2020 through September 15, 2020.

ALTERNATIVES

ICHD could opt not to engage in additional work around education, communication and outreach regarding medical marihuana in 2020 and return the funds.

FINANCIAL IMPACT

The amount of this agreement will not exceed \$7,035. These funds will come from the LARA grant authorized in Resolution #20-070.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objectives of providing access to services that promote the well-being of county residents, Goal A, and improving service by enhancing the quality of communication, Goal B.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Board of Commissioners approve the attached resolution authorizing an agreement with the Adams Outdoor for the period of August 1, 2020 through September 15, 2020 in an amount not to exceed \$7,035 to disseminate Weed Facts 2020 campaign messages.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH ADAMS OUTDOOR
TO PROMOTE WEED FACTS CAMPAIGN**

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Adams Outdoor to promote the Weed Facts Campaign 2020; and

WHEREAS, ICHD accepted a grant from the State of Michigan Department of Licensing and Regulatory Affairs (LARA) for education, communication, and outreach regarding the Michigan Medical Marihuana Act, totaling \$40,545, authorized by Resolution #20-070; and

WHEREAS, ICHD has developed new campaign messages regarding risks related to marihuana usage by adolescents and pregnant or lactating people and the new messaging needs to be shared/disseminated with county residents; and

WHEREAS, ICHD seeks to promote these campaign messages through billboards and online advertising through Adams Outdoor, effective August 1, 2020 through September 15, 2020; and

WHEREAS, the Health Officer recommends authorization of an agreement between Adams Outdoor and ICHD in an amount not to exceed \$7,035 for the period of August 1, 2020 to September 15, 2020.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with Adams Outdoor for education, communication and outreach regarding the Michigan Medical Marihuana Act, in an amount not to exceed \$7,035 for the period of August 1, 2020 to September 15, 2020.

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

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

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: July 30, 2020
SUBJECT: Resolution to Amend the Collaborative Agreement with the Capital Area
United Way
For the meeting agendas of August 17th and August 19th, 2020

BACKGROUND

Ingham County Health Department wishes to amend Resolution #19-196 to extend the agreement with Capital Area United Way (CAUW) to be effective October 1, 2019 through September 30, 2020. The Capital Area Behavioral Risk Factor Survey (Capital Area BRFS) measures a number of health indicators and quality of life indices including chronic diseases, cigarette and alcohol use, obesity and physical activity, and neighborhood safety. Data from the Capital Area BRFS is essential to the Healthy! Capital Counties community health assessment done in collaboration with two neighboring health departments and the four local hospitals in the region. Data from the Capital Area BRFS is also central to the Community Indicators Project, a core component of Ingham County Health Department's (ICHD's) strategy for informing the community about health status.

ICHD and Capital Area United Way (CAUW) executed a collaborative agreement in 2005, wherein the United Way arranges for consulting and contractual services in support of the Community Indicators Project. The collaborative agreement was originally authorized in Resolution #05-148 and amended in Resolutions #06-205, #07-154, #08-239, #09-197, #10-023, #11-399, #13-16, #14-226, #15-176, #16-405, #17-325, #18-028, and #19-196 and collaborative activities have continued since the agreement's inception. Under this agreement the CAUW has coordinated funding from Barry-Eaton District Health Department (BEDHD), Mid-Michigan District Health Department (MMDHD), and ICHD to administer the Capital Area BRFS. This resolution will authorize an amendment to the agreement with CAUW and enable data collection to continue. This amendment extends the agreement for a term of October 1, 2019 through September 30, 2020. The amount of the amended contract shall be up to \$27,328.80.

ALTERNATIVES

If the contract is not extended the Capital Area BRFS data collection will not continue.

FINANCIAL IMPACT

ICHD will provide Capital Area United Way \$27,328.80 under the extended agreement. These funds are included in ICHD's 2020 budget.

STRATEGIC PLANNING IMPACT

This resolution supports Goal A. Service to Residents: Provide easy access to quality, innovative, cost-effective services that promote well-being and quality of life for the residents of Ingham County and the overarching long-term objective of Promoting Accessible Healthcare, specifically section A.1(e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured.

OTHER CONSIDERATIONS

This information allows ICHD to monitor the health and well-being of residents throughout the county.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to amend the collaborative agreement with the Capital Area United Way for a term of October 1, 2019 through September 30, 2020 at an amount up to \$27,328.80.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

WHEREAS, Ingham County Health Department (ICHD) wishes to amend Resolution #19-196 to extend the agreement with Capital Area United Way (CAUW) to be effective October 1, 2019 through September 30, 2020; and

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

WHEREAS, data from the Capital Area BRFS is essential to the Healthy! Capital Counties community health assessment done in collaboration with two neighboring health departments and the four local hospitals in the region; and

WHEREAS, data from the Capital Area BRFS is also central to the Community Indicators Project, a core component of Ingham County Health Department's (ICHD's) strategy for informing the community about health status; and

WHEREAS; ICHD and Capital Area United Way (CAUW) executed a collaborative agreement in 2005, wherein the United Way arranges for consulting and contractual services in support of the Community Indicators Project; and

WHEREAS, the collaborative agreement was originally authorized in Resolution #05-148 and amended in Resolutions #06-205, #07-154, #08-239, #09-197, #10-023, #11-399, #13-16, #14-226, #15-176, #16-405, #17-325, #18-028, and #19-196 and collaborative activities have continued since the agreement's inception; and

WHEREAS, under this agreement the CAUW has coordinated funding from Barry-Eaton District Health Department (BEDHD), Mid-Michigan District Health Department (MMDHD), and ICHD to administer the Capital Area BRFS; and

WHEREAS, this resolution will authorize an amendment to the agreement with CAUW and enable data collection to continue; and

WHEREAS, this amendment will cost up-to \$27,328.80 and will extend the agreement for a term of October 1, 2019 through September 30, 2020; and

WHEREAS, the Health Officer has recommends an amendment to Resolution #19-196 which authorized an agreement with the CAUW to amend the term of the agreement to October 1, 2019 through September 30, 2020 in an amount not to exceed \$27,328.80 to coordinate the Capital Area BRFS.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes Resolution #19-196 which authorized an agreement with the CAUW to amend the term of the agreement to October 1, 2019 through September 30, 2020 in an amount not to exceed \$27,328.80 to coordinate the Capital Area BRFS.

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

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

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: July 9, 2020
SUBJECT: Resolution to Enter into Agreement with Edge
For meeting agendas: August 17 and August 19, 2020

BACKGROUND

Ingham County Health Department (ICHD) wishes to enter into an agreement with Edge for the development of public education messaging, in an amount not to exceed \$5,000, effective July 20, 2020 through September 15, 2020. ICHD was awarded a grant from the State of Michigan Department of Licensing and Regulatory Affairs (LARA) for education, communication and outreach regarding the Michigan Medical Marihuana Act in an amount totaling \$40,545. Public Act 2017 of 2018 section 901 directs funds appropriated for grants in the Michigan Medical Marihuana Act, MCL 333.26421 to counties for education and outreach relating to the Michigan medical marihuana program. ICHD issued a request for proposals (RFP) for this project in 2019 and selected Edge based upon: capability and experience, work plan and timeline, and budget/relevance to scope of work. We seek to continue and build upon this work with Edge in 2020. The Health Communication Specialist will work with Edge to develop new public education campaign messaging with objectives to provide education regarding safe storage of marihuana, provide education on the dangers of driving while under the influence of marihuana, and increase the perception of risk for adolescent marijuana use.

ALTERNATIVES

ICHD could partner with another agency to provide these services or forego the project and return the funds to LARA.

FINANCIAL IMPACT

The amount of this agreement will not exceed \$5,000. These funds will come from the LARA grant authorized in Resolution #20-070.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objectives of providing access to services that promote the well-being of county residents, Goal A, and improving service by enhancing the quality of communication, Goal B.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Board of Commissioners approve the attached form authorizing an agreement with Edge for the period of July 20, 2020 through September 15, 2020 in an amount not to exceed \$5,000 for the development of an education, communication and outreach campaign regarding the Michigan Medical Marihuana Act.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH EDGE FOR NEW
MEDICAL MARIHUANA PUBLIC EDUCATION MESSAGING TO COMPLIMENT THE
CAMPAIGN DEVELOPED IN FISCAL YEAR 2019**

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Edge for the development of public education messaging, in an amount not to exceed \$5,000, effective July 20, 2020 through September 15, 2020; and

WHEREAS, ICHD was awarded a grant from the State of Michigan Department of Licensing and Regulatory Affairs (LARA) for education, communication and outreach regarding the Michigan Medical Marihuana Act in an amount totaling \$40,545; and

WHEREAS, Public Act 2017 of 2018 section 901 directs funds appropriated for grants in the Michigan Medical Marihuana Act, MCL 333.26421 to counties for education and outreach relating to the Michigan medical marihuana program; and

WHEREAS, ICHD issued a request for proposals (RFP) for this project in 2019 and selected Edge based upon capability and experience, work plan and timeline, and budget/relevance to scope of work; and

WHEREAS, ICHD seeks to continue and build upon this work with Edge in 2020; and

WHEREAS, The Health Communication Specialist will work with Edge to develop new public education campaign messaging with objectives to provide education regarding safe storage of marihuana, provide education on the dangers of driving while under the influence of marihuana, and increase the perception of risk for adolescent marijuana use; and

WHEREAS, the agreement with Edge will not exceed \$5,000, all of which will be funded by the LARA grant authorized in Resolution #20-070; and

WHEREAS, the Health Officer recommends authorization of an agreement between Edge and ICHD in an amount not to exceed \$5,000 for the period of July 20, 2020 to September 15, 2020.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a grant agreement with Edge for the development of a public education messages to match the existing campaign regarding the Michigan Medical Marihuana Act, in an amount not to exceed \$5,000 for the period of July 20, 2020 to September 15, 2020.

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

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

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 Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: July 30, 2020
SUBJECT: Resolution to Enter into Agreement with Redhead Design to Develop Hand Washing Messaging for County Health Partners in Joint Information System
For meeting agendas: August 17 and August 19, 2020

BACKGROUND

Ingham County Health Department (ICHD) wishes to enter an agreement with Redhead Design for hand washing and hand hygiene messaging for ICHD and health partners in an amount not to exceed \$25,000 for the period of August 1, 2020 to September 30, 2020. ICHD accepted a grant from the State of Michigan Department of Health and Human Services for hepatitis A prevention (Resolution # 20-216). Thorough hand washing is an effective way to prevent the spread of hepatitis A and other infectious diseases including COVID-19. Hand washing messages were developed by Redhead Design for COVID-19 response under an emergency purchase order. ICHD would like to see these messages expounded upon and shared more broadly in the community and used in perpetuity. By creating branded health partner messages promoting hand washing, the avoidance of touching one's face, and education on fomites (contaminated objects), ICHD can encourage increased message dissemination across the county. Health partners participating in the Joint Information System (JIS), part of COVID-19 response, include: McLaren Health Care, Sparrow Health System and the Michigan State University Health Team. MDHHS has approved the use of these hepatitis A grant funds for the broad promotion of hand washing and hand hygiene. Redhead Design has developed campaigns and messaging for the majority of the JIS health partners and is able adhere to each partner's brand standards while maintaining consistency in the core message.

ALTERNATIVES

ICHD could opt to seek another vendor, but Redhead Design has recently created videos and posters for ICHD promoting hand washing and hand hygiene. Redhead Design also has a working relationship with three of the four health partners.

FINANCIAL IMPACT

The amount of this agreement will not exceed \$25,000. These funds will come from the MDHHS grant authorized in Resolution 20-216, account number 22160050-901000-01163.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objectives of providing access to services that promote the well-being of county residents, Goal A, and improving service by enhancing the quality of communication, Goal B.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Board of Commissioners approve the attached form authorizing an agreement with the Redhead Design August 1, 2020 through September 30, 2020 in an amount not to exceed \$25,000 to build upon existing hand washing messages and create new hand washing and hand hygiene messages (including messaging regarding fomites and avoidance of touching one's face).

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH REDHEAD DESIGN TO
EXPOUND UPON AND DEVELOP HAND WASHING MESSAGES FOR ICHD AND
LOCAL HEALTH PARTNERS**

WHEREAS, ICHD wishes to enter an agreement with Redhead Design for hand washing messaging for ICHD and health partners in an amount not to exceed \$25,000 for the period of August 1, 2020 to September 30, 2020; and

WHEREAS, ICHD has accepted a grant from the State of Michigan Department of Health and Human Services for hepatitis A prevention totaling \$25,000 effective through September 30, 2020 (Resolution #20-216); and

WHEREAS, thorough hand washing and good hand hygiene is an effective way to prevent the spread of hepatitis A and other infectious diseases including COVID-19; and

WHEREAS, MDHHS has approved the use of hepatitis A grant funds for the broad promotion of hand washing and hand hygiene (including messaging regarding fomites and avoidance of touching one's face); and

WHEREAS, hand washing and hand hygiene messages were developed by Redhead Design for COVID-19 response under an emergency purchase order; and

WHEREAS, ICHD would like to see these messages expounded upon and shared broadly in the community and used in perpetuity; and

WHEREAS, ICHD would like to encourage increased hand washing and hand hygiene promotion across the county via its health partners that participate in the Joint Information System (JIS), part of COVID-19 response, which include: McLaren Health Care, Sparrow Health System and the Michigan State University Health Team; and

WHEREAS, consistent message dissemination will be encouraged by offering similar core messages with unique health partner branding; and

WHEREAS, Redhead Design has a working relationship with three of the four health partners to ensure understanding of unique brand standards and identity; and

WHEREAS, the Health Officer recommends authorization of an agreement between Redhead Design and ICHD to expound upon and develop hand washing and hand hygiene messaging in an amount not to exceed \$25,000 for the period of August 1, 2020 to September 30, 2020.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with Redhead Design for hand washing and hand hygiene messaging for ICHD and health partners in an amount not to exceed \$25,000 for the period of August 1, 2020 to September 30, 2020.

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

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

TO: Bryan Crenshaw, Board Chairperson
FROM: Linda S. Vail, MPA, Health Officer
DATE: July 29, 2020
SUBJECT: Agreement with Luma Health

BACKGROUND

Ingham County Health Department (ICHHD) wishes to enter into an agreement with Luma Health for patient outreach, appointment reminders, broadcast messaging, and telehealth, effective July 27, 2020 through July 27, 2023, for a cost not to exceed \$102,672.00 annually. Costs for year 1 will be covered by funding from the Michigan Health Endowment Fund, approved by Resolution #20-174; funding from the Health Resources & Services Administration (HRSA) CARES funding approved by Resolution #20-176; and financial support from the Michigan Quality Improvement Network (MQIN). Funding for each subsequent year will be budgeted into the Ingham Community Health Center (ICHC) budget. Luma Health offers patient communication, outreach, appointment reminder tools and a telehealth platform to facilitate delivery of healthcare virtually. Through a competitive process, Michigan Primary Care Association (MPCA) selected Luma Health as the sole vendor to provide these patient communication tools and Telehealth platform to its entire network of Federally Qualified Community Health Centers (FQHCs).

ALTERNATIVES

Luma Health has been selected as the sole vendor by MPCA to provide outreach, appointment reminders, broadcast messaging, and telehealth a platform through a competitive bid process and therefore it has exclusive rights for providing these services to FQHCs across the State of Michigan.

FINANCIAL IMPACT

Costs for year 1 will be covered by funding from the Michigan Health Endowment Fund, approved by resolution #20-174; funding from the HRSA CARES funding approved by Resolution #20-176; and financial support from the Michigan Quality Improvement Network (MQIN) in an amount not to exceed \$102,672. Subsequent years will be budgeted into the ICHC budget.

STRATEGIC PLANNING IMPACT

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

OTHER CONSIDERATIONS

There are no other conditions.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to authorize an agreement with Luma Health to provide patient outreach, appointment reminders, and a telehealth platform effective July 27, 2020 through July 27, 2023.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH LUMA HEALTH

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Luma Health for patient outreach, appointment reminders, broadcast messaging, and telehealth, effective July 27, 2020 through July 27, 2023, for a cost not to exceed \$102,672.00 annually; and

WHEREAS, costs for the first year will be covered by funding from the Michigan Health Endowment Fund, approved by resolution #20-174; funding from the Health Resources & Services Administration (HRSA) CARES funding approved by resolution #20-176; and financial support from the Michigan Quality Improvement Network (MQIN); and

WHEREAS, funding for each subsequent year will be budgeted into the ICHD Community Health Center (CHC) budget; and

WHEREAS, Luma Health offers patient communication, outreach, appointment reminder tools and a telehealth platform to facilitate delivery of healthcare virtually; and

WHEREAS, through a competitive process, Michigan Primary Care Association (MPCA) selected Luma Health as the sole vendor to provide these patient communication tools and telehealth platform to its entire network of Federally Qualified Community Health Centers (FQHCs); and

WHEREAS, the Ingham Community Health Center Board and the Health Officer recommends entering into an agreement with Luma Health for patient outreach, appointment reminders, broadcast messaging, and telehealth a platform effective July 27, 2020 through July 27, 2023.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize entering into an agreement with Luma Health for patient outreach, appointment reminders, broadcast messaging, and telehealth a platform effective July 27, 2020 through July 27, 2023 at a cost not to exceed \$102,672.00 annually.

BE IT FURTHER RESOLVED, that the Health Officer, Linda S. Vail, MPA, is authorized to electronically sign any contract documents on behalf of the county after approval as to form by the County Attorney.

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

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: July 30, 2020
SUBJECT: Resolution to Accept Funding from the Office of Global Michigan,
Department of Labor & Economic Opportunity (LEO)

For the meeting agendas of August 17th and 19th, 2020

BACKGROUND

Ingham County Health Department (ICHD) wishes to accept \$247,714.75 of funding from the Office of Global Michigan, Department of Labor & Economic Opportunity (LEO) for Refugee Health Screening and Refugee Health Promotion Services. Through Resolution #15-354, ICHD's Community Health Centers (CHCs) have provided refugee health screenings since 2015. These funds are awarded for the period of August 15, 2020 to September 30, 2023. The first year of funding is from August 15, 2020 through September 30, 2021, for Refugee Health Screening Services and August 15, 2020 through September 30, 2020 for Refugee Health Promotion Services. Funding for years 2 and 3 will be contingent upon continued federal funding.

ALTERNATIVES

We are unaware of any other funding available for supporting Refugee Health Screening and Health Promotion Services.

FINANCIAL IMPACT

This award is for the period of August 15, 2020 through September 30, 2023. The first year of funding for Refugee Health Screening Services will run August 15, 2020 through September 30, 2021; and August 15, 2020 through September 30, 2020 for Refugee Health Promotion Services. First year of funding totals \$247,714.75. Years 2 and 3 of funding will be contingent upon federal funding.

STRATEGIC PLANNING IMPACT

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

OTHER CONSIDERATIONS

There are no other considerations

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize the acceptance of \$247,714.75 of funding from the Office of Global Michigan, Department of Labor & Economic Opportunity for Refugee Health Screening and Refugee Health Promotion Services for the grant period of August 15, 2020 through September 30, 2021.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ACCEPT FUNDING FROM MICHIGAN, DEPARTMENT OF LABOR & ECONOMIC OPPORTUNITY (LEO)

WHEREAS, Ingham County Health Department (ICHD) wishes to accept \$247,714.75 of funding from the Office of Global Michigan, Department of Labor & Economic Opportunity (LEO) for Refugee Health Screening and Refugee Health Promotion Services; and

WHEREAS, through Resolution #15-354, ICHD's Community Health Centers (CHCs) have provided refugee health screenings since 2015; and

WHEREAS, these funds are awarded for the period of August 15, 2020 to September 30, 2023; and

WHEREAS, the first year of funding is from August 15, 2020 through September 30, 2021, for Refugee Health Screening Services and August 15, 2020 through September 30, 2020 for Refugee Health Promotion Services; and

WHEREAS, funding for years 2 and 3 will be contingent upon continued federal funding; and

WHEREAS, the Ingham County Community Health Center Board and the Health Officer recommend that the Board of Commissioners authorize the acceptance of the LEO Refugee Health Screening and Promotion funding award in the amount of \$247,714.75 effective August 15, 2020 through September 30, 2021.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes the acceptance of Refugee Health Screening and Health Promotion funds through the Office of Global Michigan, Department of Labor & Economic Opportunity (LEO) in the amount of \$274,714.75 effective August 15, 2020 through September 30, 2021.

BE IT FURTHER RESOLVED, that the Health Officer, or her designee, is authorized to submit this agreement electronically through Mi-E-Grams system after approval as to form by the County Attorney.

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

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: July 30, 2020
SUBJECT: Resolution to authorize contract with Piper & Gold Public Relations
For the meeting agendas of August 17 and August 19, 2020

BACKGROUND

Ingham County Health Department (ICHD) wishes to enter an agreement with Piper & Gold Public Relations for graphic design and focus group facilitation services up to \$13,500 for the period of August 10, 2020 through September 30, 2020. This contract will support the development of a text-messaging-based marijuana and vaping prevention campaign targeting youth and young adults ages 14-20. According to Michigan Profile for Healthy Youth (MiPHY) data for Ingham County, 20.3% of 9th and 11th grade students report using an electronic vapor product in the past 30 days and 16.7% of high school students report using marijuana in the past 30 days. Ingham County Health Department (ICHD) entered into an agreement with Mid-State Health Network and the State of Michigan Department of Licensing and Regulatory Affairs (LARA) to provide Substance Use Disorder Prevention activities and services in Ingham County, partnering with Piper & Gold Public Relations to develop a youth campaign will satisfy the terms of those agreements.

ALTERNATIVES

ICHD could choose a different firm or stop pursuing community marijuana education. Failure to complete contractually obligated activities associated with the project could result in reductions in funding awards for Substance Use Disorder (SUD) Prevention work in Ingham County in the future.

FINANCIAL IMPACT

Funding for this work is provided by Mid-State Health Network (MSHN) authorized in Resolution #19-405 and State of Michigan Department of Licensing and Regulatory Affairs (LARA) authorized in Resolution #20-070.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objectives of providing access to services that promote the well-being of county residents, Goal A, and improving service by enhancing the quality of communication, Goal B.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to authorize contracting with Piper & Gold Public Relations for graphic design and focus group services up to \$13,500 for the period of August 10, 2020 through September 30, 2020.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A CONTRACT WITH PIPER & GOLD PUBLIC RELATIONS

WHEREAS, Ingham County Health Department (ICHD) wishes to enter an agreement with Piper & Gold Public Relations for graphic design and focus group facilitation services up to \$13,500 for the period of August 10, 2020 through September 30, 2020; and

WHEREAS, this contract will support the development of a text-messaging-based marihuana and vaping prevention campaign targeting youth and young adults ages 14-20; and

WHEREAS, according to Michigan Profile for Healthy Youth (MiPHY) data for Ingham County, 20.3% of 9th and 11th grade students report using an electronic vapor product in the past 30 days and 16.7% of high school students report using marihuana in the past 30 days; and

WHEREAS, Ingham County Health Department (ICHD) entered into an agreement with Mid-State Health Network and the State of Michigan Department of Licensing and Regulatory Affairs (LARA) to provide Substance Use Disorder Prevention activities and services in Ingham County, partnering with Piper & Gold Public Relations to develop a youth campaign will satisfy the terms of those agreements; and

WHEREAS, funding for this work is provided by Mid-State Health Network (MSHN) authorized in Resolution #19-405 and State of Michigan Department of Licensing and Regulatory Affairs (LARA) authorized in Resolution #20-070; and

WHEREAS, the Health officer recommends that the Ingham County Board of Commissioners authorizes contracting with Piper & Gold Public Relations for graphic design and focus group facilitation services up to \$13,500 for the period of August 10, 2020 through September 30, 2020 to support development of a text-based youth marijuana and vaping prevention campaign.

THEREFORE BE IT RESOLVED that the Ingham County Board of Commissioners authorizes contracting with Piper & Gold Public Relations for graphic design and focus group facilitation services up to \$13,500 for the period of August 10, 2020 through September 30, 2020 to support development of a text-based youth marijuana and vaping prevention campaign.

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

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

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 12a

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 13a

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 13a

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 14a

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>\$</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 14b

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 14c

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 14d

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.

County of Ingham

State of Michigan

Financial Services Department

Tori S. Meyer, Director
Phone: (517) 676-7328
tmeyer@ingham.org



County Office
121 East Maple Street
P.O. Box 319
Mason, MI 48854-0319

July 6, 2020

Department of Treasury
P.O. Box 30728
Lansing, MI 48909-8228

RE: Corrective Action Plan/FY 2019/Muni Code 330000/Report ID Number 102587

Dear Mr. Vaughn:

In response to the Request for Improvement of Deficiencies-Correction Action Plan for the fiscal year 2019, relative to the annual audit, please find below the items outlined along with the corrective action plan.

Issue: Actual expenditures exceeded the amounts authorized in the budget. Please describe the actions being taken to prevent budget variances.

Response: The Department of Financial Services experienced 50% employee turnover during fiscal year 2019. There is much training and education underway currently. We feel confident that fiscal year 2020 will be much improved. Accountants are being routinely asked to perform budget variance analysis and request budget amendments where applicable. Generally we have found that expenditures are recorded in a wrong line-item, giving the appearance that the budget was exceeded. Once we re-class the expenditure to the appropriate line-item, we find that the budget was appropriate and no amendment was necessary.

Date Implemented: Implemented June 1, 2020

Issue: A budget was not adopted for all required funds.

Response: See response above.

Date Implemented: Implemented June 1, 2020

Issue: There has been a violation of the Revised Municipal Finance Act, an order issued under the Emergency Municipal Loan Act and/or other guidance as issued by the Local Government Financial Services Division.

Response: After discussion with our audit firm and yourself, as well as Mr. Goodrich from State Treasury, it appears that a mistake was made on the questionnaire that accompanies the upload of the audit to State Treasury. We feel confident that this was an anomaly and do not expect that it will occur again.

Date Implemented: Not applicable

Issue: There is non-compliance with guidance issued by the Community Engagement and Finance Division of the Department of Treasury. Please provide an explanation.

Response: Upon further inquiry, it was discovered that the issue of non-compliance is because there does not exist a formal, written ACH (automated clearing house) policy. The County has a policy and has safeguards in place, we simply need to put that policy in writing.

Date Implemented: We expect to have a fully written and board-approved policy in place by October 1, 2020 at the very latest, though discussions are underway currently to have something before the Board of Commissioners in September.

Issue: Bank reconciliations were not performed timely.

Response: While COVID-19 and furlough days have not made it easy for staff to complete their bank reconciliations timely, as a result, we expect that during 2020 there will still be a few reconciliations that may be late. Still, we have taken steps to improve this measure. One department that has consistently wrestled with timely bank reconciliations is the Circuit Court. In 2020, Circuit Court has hired a consultant to not only perform the bank reconciliations but to also train staff and improve processes to make the reconciliation easier. We fully expect that 2020 will show drastic improvement in the timeliness of bank reconciliations.

Date Implemented: October, 2019

Issue: There were reported deficiencies included with the audit report. Additional deficiencies in your report are usually found in the form of comments and recommendations located toward the end of the report. Describe the corrective action taken to eliminate each of these deficiencies.

Response: See the County's responses in the attached document.

Date Implemented: Effective immediately.

We appreciate the opportunity to develop corrective action plans, knowing that these actions will strengthen government operations and processes at Ingham County. Please do not hesitate to contact me if you have any questions!

Sincerely,

Tori S. Meyer

Director Financial Services

Enc: Report to the Ingham County Board of Commissioners