AGENDA

Ingham County Parks & Recreation Commission

121 E. Maple Street, P.O. Box 178, Mason, MI 48854 Telephone: 517.676.2233; Fax: 517.244.7190

The packet is available on-line by going to <u>bc.ingham.org</u>, choosing the "Events Calendar," and clicking on Monday, October 10, 2022

Monday, October 10, 2022 5:30pm PARKS & RECREATION COMMISSION MEETING

Meeting Location:

Human Services Building Conference Room A 5303 S. Cedar St. Lansing, MI 48911

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Approval of Minutes

Minutes of September 12, 2022 regular meeting will be considered - Page 3

- 4. Limited Public Comment ~ Limited to 3 minutes with no discussion
- 5. APPROVE THE AGENDA
 Late Items / Changes/ Deletions
- 6. CONSIDERATION OF CONSENT AGENDA ** (See below)
- 7. ACTION ITEMS
 - A. Consolidating City of Lansing Projects TR028 and TR071 Page 17
 - B. Spicer Prime Professional McNamara Cabins & LLN Accessible Trail/Boardwalks Phase I Pg 21
 - C. Transfer mechanic wages Page 26
 - D. Accepting Land and Water Grant #26-01857 Page 29
 - E. Accepting Land and Water Grant #26-01860 Page 45
- 8. ADMINISTRATIVE REPORTS
 - A. Director Page 72
 - B. Park Managers Page 74
 - **C.** Administrative Office Page 93
 - D. Financial Report Page 94
 - E. Millage Coordinator Report & Trail Videos- Page 98
 - F. FLRT Trail Ambassador Report Page 106
- 9. CLOSED SESSION
 - A. Lake Lansing Sanctuary Lake (Closed Session)
 - Motion to enter into closed session
 - Approval of closed session minutes from 9/12/22 minutes
 - Return to open session

Ingham County Parks & Recreation Commission October 10, 2022 Page 1

10. INFORMATIONAL ITEMS

- A. FLRT Guide to Sponsorship Page 107
- B. Lake Lansing Sign being sandblasted and painted Page 109
- 11. Board/Staff Comments
- 12. Limited Public Comment ~ Limited to 3 minutes with no discussion
- 13. Correspondence and Citizen Comment Page 110
- 14. Upcoming Meetings
 - A. Date: Monday, November 14, 2022; Time: 5:30pm Human Services Building Conference Room C 5303 S. Cedar St. Lansing, MI 48911

15. Adjournment

Official minutes are stored and available for inspection at the address noted at the top of this agenda. The Ingham County Parks & Recreation Commission 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 a the meeting upon five (5) working days notice to the Ingham County Parks & Recreation Commission. Individuals with disabilities requiring auxiliary aids or services should contact the Ingham County Parks & Recreation Commission by writing to the Ingham County Parks Department, P.O. Box 178, Mason, Michigan 48854, or by calling 517.676.2233.

Ingham County Parks & Recreation Commission Members: Chair Matt Bennett, Vice-Chair Cherry Hamrick, Secretary Stephanie Thomas, Steve James, Simar Pawar, Paul Pratt, Nathan Triplett, Commissioner Emily Stivers, Commissioner Chris Trubac, Bret Marr

^{**}Whereas the Park Commissioners can adopt a procedure whereby we review a partial consent agenda in order to expedite our meetings, under this procedure we group some non-controversial action items together and deal with them in one motion without discussion. We keep out of this any items requiring a roll call vote or action items that need discussion or action items that may provide important information for disclosure. A single member of the Park Commission may pull any item off the consent agenda to discuss and vote separately.

DRAFT MINUTES OF THE MEETING INGHAM COUNTY PARKS & RECREATION COMMISSION 121 E. Maple Street, Suite 102, Mason, Michigan 48854 September 12, 2022

The Ingham County Parks & Recreation Commission held a Regular Scheduled Meeting at the Human Services Building, Conference Room A, 5303 S. Cedar Street, Lansing, Michigan.

Board Members Present: Matt Bennett, Cherry Hamrick, Stephanie Thomas, Steve James, Simar Pawar,

Commissioner Trubac, Paul Pratt, Nathan Triplett, Commissioner Emily Stivers

(5:34pm)

Absent: Bret Marr

Also Present: Director Tim Morgan, Deputy Director Brian Collins, Administrative Office

Coordinator Kelly Burkholder

Call to Order: Chair Bennett called the Regularly Scheduled Parks & Recreation Commission

meeting to order at 5:31pm

Minutes: Moved by Ms. Pawar and Supported by Ms. Hamrick to approve the August 8, 2022

minutes of the regular meeting as written:

Yes 8; No-0. MOTION CARRIED.

LATE ITEMS / CHANGES / DELETIONS

None.

LIMITED PUBLIC COMMENT

None.

ACTION ITEMS

MOU with MSU

Motion to Support the Memorandum of Understanding (MOU) with Michigan State University Extension

Yeas: Bennett, Hamrick, Stivers, James, Pawar, Pratt, Thomas, Trubac, Triplett

Nays: None Absent: Marr

Adopted as part of the consent agenda.

To recommend forwarding the attached resolution to the Board of Commissioners which was supported by the Ingham County Parks and Recreation Commission with the passage of this motion at their next meeting.

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A MEMORANDUM OF UNDERSTANDING WITH MICHIGAN STATE UNIVERSITY EXTENSION AND INGHAM COUNTY PARKS DEPARTMENT

WHEREAS, Michigan State University Extension and Ingham County Parks are agreeable to the arrangement reflected in the attached Memorandum of Understanding between the parties.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the attached Memorandum of Understanding with Michigan State University Extension.

BE IT FURTHER RESOLVED, that the term of the Memorandum of Understanding shall be for one (1) year from execution of the agreement.

BE IT FURTHER RESOLVED, that this contract will continue on a year-to-year basis unless either party provides written notice to the other that it intends to terminate the contract.

BE IT FURTHER RESOLVED, Michigan State University Extension or Ingham County Parks Department may terminate this agreement, with or without cause, with 120 days written notice.

Memorandum of Understanding between Michigan State University Extension and Ingham County Parks Department

Michigan State University (MSU), through its Extension programs and in collaboration with Ingham County Parks Department, is committed to providing fun, educational opportunities that empower young people with skills to lead for a lifetime and become the foundation for future success.

To maximize the impact of both organizations' efforts to support youth development, Ingham County Parks Department and MSU have committed to sharing resources in the following ways:

Michigan State University Extension will:

- 1. Serve the Chairperson role for the Hesse-Earl Youth Fishing Program
 - I. Set up necessary meetings and prepare minutes
 - II. Coordination among partners
- 2. Be responsible for Fundraising and Budgeting
- 3. Recruit and manage volunteers including assignment of duties
- 4. Prepare and sign letters and certificates to youth participants
- 5. Prepare and send Thank You Communications to Donors and Volunteers
- 6. Purchase equipment and materials for tackle boxes
- 7. Oversee the loading of Tackle Boxes and assembly of Rods and Reels
- 8. Be leader for Set-up of Learning Stations for workshops
- 9. Coordinate with other Partners for Sea Lamprey education at workshops and schools
- 10. Provide macroinvertebrates for educational display
- 11. Coordinate with other partners for arrangement of venues outside Ingham County Parks jurisdiction
- 12. Pay postage for mailings to kids
- 13. Organize photography at workshops and sorting of posed and candid pictures of participants
- 14. Coordinate liability insurance with partners at venues not in Ingham County Parks jurisdiction
- 15. Comply with Ingham County Parks Department Special Events Policy, except provision VI.J. Ingham

County Parks Department will:

- 1. Provide and prepare venues that are within their jurisdiction
- 2. Handle registration and correspondence with participants
- 3. Provide clerical support including nametags, check-in sheets, printing of materials for follow-up mailings to participants/families
- 4. Provide facilities to store equipment. Ingham County is not responsible for damage/loss of equipment.
- 5. Assist with set-up for workshops
- 6. Coordinate with local high school volunteers to help
- 7. Provide Special Event application to MSU

I. Term and Termination

The term of this contract will be for the one (1) year from execution of the agreement. This contract will continue on a year-to-year basis unless either party provides written notice to the other that it intends to terminate the contract. Either MSU Extension or Ingham County Parks Department may terminate this agreement, with or without cause, with 120 days written notice.

II. General Terms

1. <u>Independent Contractor.</u> The University is an independent contractor providing services to Ingham County Parks Department. Ingham County Parks Department and the University do not have the relationship of legal partners, joint venturers, principals, or agents. MSU Extension

Personnel have no right to any of Ingham County Parks Department's employee benefits.

- 2. <u>Force Majeure.</u> Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.
- 3. Assignment. This agreement is non-assignable and non-transferable.
- 4. <u>Entire Agreement.</u> The agreement expands upon and is incorporated into the Special Events Permit Application to be submitted annually by MSU Extension to Ingham County Parks Department. This agreement can only be modified in writing signed by both MSU Extension and Ingham County Parks Department.
- 5. <u>No Third Party Beneficiaries.</u> The agreement is solely for the benefit of MSU Extension and Ingham County Parks Department. It does not create any benefit or right for any other person.
- 6. <u>Liability</u>. Each party shall be responsible for its own liability insurance coverage. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the parties in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the parties in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity as provided by statute or court decisions.
- 7. <u>Nondiscrimination</u>. The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. The University, as required bylaw, will not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability, height, weight, marital status, or any other factor prohibited by applicable law.

MICHIGAN STATE UNIVERSITY	COUNTY OF INGHAM
By: Zronnezedawi	Ву:
Evonne Pedawi, Director	Bryan Crenshaw, Chairperson
Contract & Grant Administration	County Board of Commissioners
Date: 9 August 2022	Date:

Motion Visitor Incentive

INGHAM COUNTY PARKS & RECREATION COMMISSION

Meeting of September 12, 2022

Motion to Approve Visitor Incentive Program

Yeas: Bennett, Hamrick, Stivers, James, Pawar, Pratt, Thomas, Trubac, Triplett

Nays: None Absent: Marr

Adopted as part of the consent agenda.

To approve the following visitor incentive program as authorized per Board of Commissioners Resolution #15-397:

• For the Ingham County Unity in the Community event the Park Commission authorizes prizes to be decided for marketing as determined by staff for the 2022 event and any such events in the future.

Lake Lansing Disc Golf Concrete

Motion to Support the Purchase Order with Bowman Contracting and Concrete

Yeas: Bennett, Hamrick, Stivers, James, Pawar, Pratt, Thomas, Trubac, Triplett

Nays: None Absent: Marr

Adopted as part of the consent agenda.

To recommend forwarding the attached resolution to the Board of Commissioners which was supported by the Ingham County Parks and Recreation Commission with the passage of this motion at their next meeting.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A PURCHASE ORDER TO BOWMAN CONTRACTING AND CONCRETE FOR CONCRETE DISC GOLF TEE PADS AT LAKE LANSING NORTH COUNTY PARK

WHEREAS, the Parks Department solicited proposals from qualified and experienced contractors for the purpose of a purchase order for the pouring 18 disc golf concrete tee pads at Lake Lansing North County Park; and

WHEREAS, after careful review and evaluation of the proposals received, the Parks staff recommends that a purchase order be awarded to Bowman Contracting and Concrete.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves issuing a purchase order with Bowman Contracting and Concrete for a total amount not to exceed of \$7,500 for concrete work at Lake Lansing North County Park.

BE IT FURTHER RESOLVED, that there is \$7,500 available in line item 208-75200-974000 for the project.

Accepting Grant TF21-0057

Motion to Support the Acceptance of Lake Lansing North Boardwalk/Trail Grant #TF21-0057

Yeas: Bennett, Hamrick, Stivers, James, Pawar, Pratt, Thomas, Trubac, Triplett

Nays: None Absent: Marr

Adopted as part of the consent agenda.

To recommend forwarding the attached resolution to the Board of Commissioners which was supported by the Ingham County Parks and Recreation Commission with the passage of this motion at their next meeting.

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 #TF21-0057

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 North Improvements #TF21-0057 to the Michigan Natural Resources Trust Fund for accessibility improvements throughout the park for people of all abilities at Lake Lansing North; and

WHEREAS, these improvements will include a removal/replacement of existing boardwalk, improvement of the path for ADA accessibility with crushed stone surface, new entrance gate and sign and amenities.

WHEREAS, a financial commitment of \$289,000 will come from the Trails and Parks Millage Fund Balance, of which \$281,500 is required by the Project's Grant Agreement and an additional \$7500 for the topographic survey.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners, Ingham County, Michigan, does hereby accept the terms of the Agreement for grant # TF21-0057 for accessibility improvements at Lake Lansing North 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 eighty nine thousand (\$289,000) dollars to match the grant authorized by the DEPARTMENT, (of which \$281,500 is required by the Project's Grant Agreement and authorizes and additional \$7,500 for the topographic survey totaling \$289,000).
- 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-TR087.

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.

Accepting Grant TF21-0118

Motion to Support the Acceptance of Hawk Island Park Boardwalk and Fishing Pier Grant #TF21-0118

Yeas: Bennett, Hamrick, Stivers, James, Pawar, Pratt, Thomas, Trubac, Triplett

Nays: None Absent: Marr

Adopted as part of the consent agenda.

To recommend forwarding the attached resolution to the Board of Commissioners which was supported by the Ingham County Parks and Recreation Commission with the passage of this motion at their next meeting.

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 #TF21-0118

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 #TF21-0118 to the Michigan Natural Resources Trust Fund for accessibility improvements throughout the park for people of all abilities at Hawk Island Park; and

WHEREAS, these improvements will include a removal of existing boardwalk along the northeast side of the pond, new floating docks with fishing extensions and boardwalk approaches, new 10 foot wide path, amenities; and

WHEREAS, a financial commitment of \$493,100 will come from the Trails and Parks Millage Fund Balance.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners, Ingham County, Michigan, does hereby accept the terms of the Agreement for grant # TF21-0118 for accessibility improvements at Hawk Island Park 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 four hundred ninety three thousand and one hundred (\$493,100) 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-TR084 and transfer \$493,100 from the trails and parks millage fund balance to line item 228-62800-967000-TR084 for a total project cost of \$793,100.

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

Laux Amendment Lake Lansing Boat Launch

Motion to Support the Contract with Laux Construction

Yeas: Bennett, Hamrick, Stivers, James, Pawar, Pratt, Thomas, Trubac, Triplett

Nays: None Absent: None

Adopted as part of the consent agenda.

To recommend forwarding the attached resolution to the Board of Commissioners which was supported by the Ingham County Parks and Recreation Commission with the passage of this motion at their March 22, 2022 meeting.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A CONTRACT WITH LAUX CONSTRUCTION FOR IMPROVEMENTS TO THE LAKE LANSING BOAT LAUNCH

WHEREAS, the Purchasing Department solicited proposals from qualified and experienced contractors for the purpose of entering into a contract for making improvements to the Lake Lansing Boat Launch. This general scope of work consists of removing and replacing a concrete boat ramp, automatic gate, fencing and HMA pavement repair; and

WHEREAS, there is \$42,513.46 available in line item 228-75999-974000-21P02, \$8,000.00 SAD – Meridian Township, \$11,970.00 available in line item 228-75999-974000-9P10 and \$263,973.69 available in line item 228-62800-967000-TR086 for the project; and

WHEREAS, after careful review and evaluation of the proposals received, the Evaluation Committee recommends that a contract be awarded to Laux Construction.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves entering into a contract with Laux Construction for a total amount not to exceed of \$326,457.15 for improvements to the Lake Lansing Boat Launch.

Contract with Crawford Door Company

Motion to Support the Contract with Crawford Door Company, Inc.

Yeas: Bennett, Hamrick, Stivers, James, Pawar, Pratt, Thomas, Trubac, Triplett

Nays: None Absent: Marr

Adopted as part of the consent agenda.

To recommend forwarding the attached resolution to the Board of Commissioners which was supported by the Ingham County Parks and Recreation Commission with the passage of this motion at their next meeting.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A CONTRACT WITH CRAWFORD DOOR COMPANY INC. FOR SUPPLYING AND INSTALLING A GARAGE DOOR AT HAWK ISLAND COUNTY PARK

WHEREAS, the Ingham County Parks Department operates a snow tubing facility at Hawk Island County Park; and

WHEREAS, Capital Improvement funds were previously allocated for a new snow tube storage building; and

WHEREAS, the Parks Department solicited proposals from qualified and experienced contractors to enter into a contract for the purpose of supplying and installing a 16'x10'garage door in the new snow tube storage building; and

WHEREAS, Crawford Door Company, Inc., a registered-local vendor was the lowest responsive in compliance with the Ingham County Purchasing Policies; and

WHEREAS, after careful review and evaluation of the proposals received, the Evaluation Committee recommends that a contract be awarded to Crawford Door Company, Inc.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves entering into a contract with Crawford Door Company, Inc. for the base bid in the amount of \$5,168.00 for supplying and installing a 16' x 10' garage door at Hawk Island County Park.

BE IT FURTHER RESOLVED, that there are funds available in line item 228-75999-976000-20P11.

Northern Michigan Spray Foam

Motion to Support the Contract with Northern Michigan Spray Foam

Yeas: Bennett, Hamrick, Stivers, James, Pawar, Pratt, Thomas, Trubac, Triplett

Nays: None Absent: Marr

Adopted as part of the consent agenda.

To recommend forwarding the attached resolution to the Board of Commissioners which was supported by the Ingham County Parks and Recreation Commission with the passage of this motion at their next meeting.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A CONTRACT WITH NORTHERN MICHIGAN SPRAY FOAM FOR SUPPLYING AND INSTALLING SPRAY INSULATION AT HAWK ISLAND COUNTY PARK

WHEREAS, the Ingham County Parks Department operates a snow tubing facility at Hawk Island County Park; and

WHEREAS, Capital Improvement funds were previously allocated for a new snow tube storage building; and

WHEREAS, the Parks Department solicited proposals from qualified and experienced spray insulation contractors to enter into a contract for the purpose of supplying and installing spray insulation in the new snow tube storage building; and

WHEREAS, Northern Michigan Spray Foam was the lowest responsive in compliance with the Ingham County Purchasing Policies; and

WHEREAS, after careful review and evaluation of the proposals received, the Evaluation Committee recommends that a contract be awarded to Northern Michigan Spray Foam.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves entering into a contract with Northern Michigan Spray Foam for the base bid in the amount of \$9,500.00 for supplying and installing spray insulation at Hawk Island County Park.

BE IT FURTHER RESOLVED, that there are funds available in line item 228-75999-976000-20P11.

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.

DISCUSSION ITEMS

None.

CLOSED SESSION

MOVED BY COMMISSIONER STIVERS, SUPPORTED BY MS. THOMAS AT 5:57 P.M.

TO MOVE THE MEETING INTO CLOSED SESSION FOR THE PURPOSE OF DISCUSSING CONSIDERING THE RESOLUTION CELEBRATING LAKE LANSING (THEN "PINE LAKE") STATUS AND COMMEMORATING THE FACT THAT IT IS A SANCTUARY LAKE

THE MOTION CARRIED UNANIMOUSLY BY ROLL CALL VOTE: Matt Bennett, Cherry Hamrick, Stephanie Thomas, Steve James, Simar Pawar, Commissioner Trubac, Commissioner Stivers, Paul Pratt, Nathan Triplett

Absent: Bret Marr

MOVED BY COMMISSIONER STIVERS, SUPPORTED BY MR. PRATT, TO RETURN TO OPEN SESSION AT APPROXIMATELY 6:29P.M.

THE MOTION CARRIED UNANIMOUSLY. Absent: Bret Marr

BOARD/STAFF COMMENTS

None.

LIMITED PUBLIC COMMENT

None.

Adjournment:

There being no further business, the meeting was adjourned at 6:57pm.

Meeting adjourned

Minutes submitted by:

Kelly Burkholder, Adminstrative Office Coordinator

INGHAM COUNTY PARKS & RECREATION COMMISSION

Meeting of October 10, 2022

Motion to Support the Resolution Authorizing Consolidating City of Lansing Projects TR028 and TR071

MOVED BY SUPPORTED BY

To recommend forwarding the attached resolution to the Board of Commissioners which was supported by the Ingham County Parks and Recreation Commission with the passage of this motion.

TO: Board of Commissioners Human Services & Finance Committees

FROM: Tim Morgan, Parks Director

DATE: October 18, 2022

SUBJECT: Resolution Authorizing Consolidating City of Lansing Projects TR028 and TR071

For the meeting agenda of 10/31/22 Human Services and 11/2/22 Finance

BACKGROUND

Board of Commissioners Resolutions #17-109, 20-456, and 20-028 authorized entering into contracts with the City of Lansing to fund the following projects:

Contract Title	Line Item #	Resolution	Contract Amount	Upfront Payment Issued
US 127 Pathways	TR028	17-109 & 20-456	\$734,177	\$183,544.25
Bear Lake Pathway	TR071	20-028	\$718,889	\$359,444.50

The City of Lansing is requesting project TR028 and TR071 be combined into one project for accounting purposes as detailed in the attached Exhibit A.

ALTERNATIVES

Keep the project line items as is.

FINANCIAL IMPACT

There is no additional financial impact from this request. This resolution authorizes a line item transfer of \$359,444.50 from line item 228-62800-967000-TR071 to line item 228-62800-967000-TR028 to consolidate two projects.

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 Park Commission approved this approach at their October 10, 2022 meeting.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the resolution authorizing consolidating two City of Lansing projects.



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

September 20, 2022

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

Ms. Nicole Wallace Trails & Parks Millage Coordinator P.O. Box 178 Mason, MI 48854

Dear Ms. Wallace and Mr. Morgan:

The City of Lansing is submitting a request to consolidate the TR028 US 127 Pathways and TR071 Bear Lake Pathway funding for accounting purposes. The original TR028 funding was intended for use on both the Forest Akers and Bear Lake pathways (US 127 Pathways) and TR071 was intended to be used solely for the Bear Lake Pathway project.

The Bear Lake project has been partially constructed and funded using the TR028 project account funds originally allocated and set up for both projects in our accounting department.

To be consistent with past internal Fiscal year reporting, the City of Lansing would like to consolidate the two project funding awards for reporting and reimbursement purposes.

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,

But Partle

Brett Kaschinske, Director

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING CONSOLIDATING CITY OF LANSING PROJECTS TR028 AND TR071

WHEREAS, through Resolution #17-109, 20-456, and 20-028 the Ingham County Board of Commissioners authorized entering into contracts with the City of Lansing to fund the below projects; and

Contract Title	Line Item #	Contract	Upfront Payment	
		Amount	Issued	
US 127 Pathways	TR028	\$734,177	\$183,544.25	
Bear Lake Pathway	TR071	\$718,889	\$359,444.50	

WHEREAS, the City of Lansing is requesting consolidating project TR028 and TR071 for accounting purposes and a line item transfer is necessary to consolidate the projects.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an amendment to consolidate the City of Lansing's two projects TR028 & TR071 into one contract under Project Number TR028.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to transfer \$359,444.50 from line item 228-62800-967000-TR071 to line item 228-62800-967000-TR028

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

INGHAM COUNTY PARKS & RECREATION COMMISSION

Meeting of October 10, 2022

Motion to Support the Resolution Authorizing Entering into a Contract with Spicer Group Inc.

MOVED BY SUPPORTED BY

To recommend forwarding the attached resolution to the Board of Commissioners which was supported by the Ingham County Parks and Recreation Commission with the passage of this motion.

TO: Board of Commissioners Human Services & Finance Committees

FROM: Tim Morgan, Parks Director

DATE: October 18, 2022

SUBJECT: Contract with Spicer Group Inc.

For the meeting agenda of 10/31/22 Human Services and 11/2/22 Finance

BACKGROUND

Proposals were solicited from qualified and experienced engineering firms to serve as the prime professional for two (2) park projects: one at Lake Lansing Park North and one at Burchfield Park (McNamara Landing). After review, the evaluation committee recommends entering into a contract with Spicer Group Inc. for the two projects. Spicer Group Inc. was the only local vendor that submitted a proposal.

ALTERNATIVES

These projects 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 do the projects.

FINANCIAL IMPACT

Project (Grant #)	Board of Commissioner Resolution # authorizing funding	Line Item Project #	Soil Borings	Requested Amount for Prime Prof. Services	15% Contingency	Total Contract Amount
TF21-0057		_				
Lake		228-62800-				
Lansing	#22-433	698010-				
Park North		TR087	\$14,200	\$34,500	\$5,175	\$53,875
26—01860						
Burchfield						
Park	TBD	228-62800-	\$14,200			
(McNamara		698010-				
Landing)		TR089		\$45,600	\$6,840	\$66,640
Totals	_		\$28,400	\$80,100	\$12,015	\$120,515

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) of the Action Plan - Maintain and improve existing parkland, facilities, and features.

OTHER CONSIDERATIONS

The Ingham County Park Commission supported this Resolution at their October 10, 2022 meeting.

RECOMMENDATION

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

TO: Timothy Morgan, Director, Parks Department

FROM: James Hudgins, Director of Purchasing

DATE: September 14, 2022

RE: Memorandum of Performance for RFP No. 167-22 Prime Professional Consulting Services.

Per your request, the Purchasing Department sought proposals for prime professional services for two (2) parks projects, one at Lake Lansing Park North, and one at Burchfield Park (McNamara Landing).

The scope of services for each project includes, but is not limited to, performing topographical surveys and soil borings (if needed); designing a sealed set of plans; estimating costs; projecting schedules; permitting, assisting with preparing sealed bidding documents, evaluating the bids and making a recommendation for award; providing construction administration, approving pay applications; preparing change orders; attending regular progress meetings; and, preparing a final punch list.

The Purchasing Department can confirm the following:

Function	Overall Number of	Number of Local
	Vendors	Vendors
Vendors invited to propose	127	36
Vendors responding	2	2

A summary of the vendors' costs is located on the next page.

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

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

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

SUMMARY OF VENDORS' COSTS

Vendor Name	Local Preference	Item 1 Lake Lansing (LL) Park North	Item 2 Burchfield Park (McNamara Landing)	Items 1 & 2	Soil Borings
		Total	Total	Total	
Spicer Group Inc.	Yes, East Lansing MI	\$34,500.00	\$45,600.00	\$80,100.00	LL \$14,200. Burchfield \$14,200.
ROWE Professional Services Company	No, Flint MI	\$37,800.00	\$59,700.00	\$97,500.00	See RFP, Page 20

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A CONTRACT WITH SPICER GROUP, INC. FOR PRIME PROFESSIONAL SERVICES FOR VARIOUS PROJECTS

WHEREAS, proposals were solicited from qualified and experienced engineering firms to serve as the prime professional for two park projects: one at Lake Lansing Park North and one at Burchfield Park (McNamara Landing); and

WHEREAS, after careful review and evaluation of the proposals received, the Evaluation Committee recommends that a contract be awarded to Spicer Group, Inc. for projects at Lake Lansing Park North and Burchfield Park (McNamara Landing).

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves entering into a contract with Spicer Group, Inc. for the base bid in the amount of \$80,100.00 to provide prime professional services for various projects at Lake Lansing Park North and Burchfield Park (McNamara Landing) and authorizes a contingency for the overall work not to exceed 15% of their base bid or \$12,015 including \$28,400 for soil borings for a total amount not to exceed \$120,515.

BE IT FURTHER RESOLVED, that there are funds available in line items as specified below:

Project (Grant #)	Board of Commissioner Resolution # authorizing funding	Line Item Project #	Soil Borings	Requested Amount for Prime Prof. Services	15% Contingency	Total Contract Amount
TF21-0057						
Lake		228-62800-				
Lansing	#22-433	698010-				
Park North		TR087	\$14,200	\$34,500	\$5,175	\$53,875
26—01860						
Burchfield						
Park	TBD	228-62800-	\$14,200			
(McNamara		698010-				
Landing)		TR089		\$45,600	\$6,840	\$66,640
Totals			\$28,400	\$80,100	\$12,015	\$120,515

INGHAM COUNTY PARKS & RECREATION COMMISSION

Meeting of October 10, 2022

Motion to Support the Transfer of wages to equipment repair line item

MOVED BY SUPPORTED BY

To recommend forwarding the attached resolution to the Board of Commissioners which was supported by the Ingham County Parks and Recreation Commission with the passage of this motion.

TO: Board of Commissioners Human Services & Finance Committees

FROM: Tim Morgan, Parks Director

DATE: October 4, 2022

SUBJECT: Transfer of wages to equipment repair line item

For the meeting agenda of 10/17/22 Human Services and 10/19/22 Finance

BACKGROUND

The parks mechanic retired which left the position vacant from September 17, 2021 to August 8, 2022 leaving the Ingham County Parks without a mechanic. Due to this vacancy, the Parks Department needed to use outside vendors for equipment repair and maintenance which was proven to be costly. Resolution #21-547 transferred the mechanics salary from the last day of work until December 31, 2021 to cover the cost of a sole source vendor for preventative maintenance service of the snow groomer at Hawk Island. The Ingham County Parks would like to transfer the remainder of the vacant mechanic positions salary from January 1, 2022 to August 5, 2022 to cover the costs of additional equipment repair and maintenance that was accrued during that timeframe.

ALTERNATIVES

To leave the equipment repair line item as is and have no additional funds for repairs or maintenance.

FINANCIAL IMPACT

This Resolution requests authorization to transfer wages in the amount of \$27,556.41 into line item 208-75200-932000. The wage line items are 208-75300-704000 (\$9,185.47), 208-75500-704000 (\$9,185.47) and 208-75600-704000 (\$9,185.47). Transfers to or from the Personnel Cost Category require approval of the Board of Commissioners.

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) of the Action Plan - Maintain and improve existing parkland, facilities, and features.

OTHER CONSIDERATIONS

The Park Commission will review this request at their October 10, 2022 meeting.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the Resolution authorizing the transfer of wages to equipment repair.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE TRANSFER OF WAGES TO EQUIPMENT REPAIR LINE ITEM

WHEREAS, the Ingham County Parks mechanic position was vacant from September 17, 2021 to August 8, 2022 leaving the Ingham County Parks without a mechanic; and

WHEREAS, the Ingham County Parks Department needed to use outside vendors for equipment repair and maintenance which was proven to be costly; and

WHEREAS, the Ingham County Parks Department is requesting authorization to transfer funds from the wage line items 208-75300-704000 (\$9,185.47), 208-75500-704000 (\$9,185.47) and 208-75600-704000 (\$9,185.47) to line item 208-75200-932000 in order to cover the costs for equipment repair and maintenance; and

WHEREAS, it is necessary to transfer funds into line item 208-75300-704000 due to overspending to use outside vendors for equipment repair and maintenance; and

WHEREAS; transfers to or from the Personnel Cost Category require approval of the Board of Commissioners.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the transfer of wages in the amount of \$27,556.41 from line items 208-75300-704000 (\$9,185.47), 208-75500-704000 (\$9,185.47) and 208-75600-704000 (\$9,185.47) into line item 208-75200-932000.

INGHAM COUNTY PARKS & RECREATION COMMISSION

Meeting of October 10, 2022

Motion to Support the Resolution Accepting Hawk Island Park Improvements Grant #LW26-01857

MOVED BY SUPPORTED BY

To recommend forwarding the attached resolution to the Board of Commissioners which was supported by the Ingham County Parks and Recreation Commission with the passage of this motion.

TO: Board of Commissioners Human Services & Finance Committees

FROM: Tim Morgan, Parks Director

DATE: October 18, 2022

SUBJECT: Hawk Island Park Improvements Grant #LW26-01857

For the meeting agenda of 10/31/22 Human Services and 11/2/22 Finance

BACKGROUND

Board of Commissioners Resolution #21-165 authorized the submittal of a Land and Water Conservation Fund Application. The Land and Water Conservation Fund recommended this project for funding. This Resolution authorizes the acceptance of the attached project agreement for the grant as Ingham County Parks successfully received this grant.

Attached is the Project Agreement, a boundary map of the project area, and a legal description. The project at Hawk Island includes removing existing boardwalk along the northeast side of the pond, new floating docks with fishing extensions, 10 feet wide paved path, amenities.

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

The DNR provided notice the grant will be awarded in the amount of \$430,400. The County's financial commitment is \$430,400 for a total project amount of \$860,800.

This Resolution authorizes the Controller/Administrator to transfer the project amount of \$430,400 from the Michigan Department of Natural Resources to be available in line item 228-62800-967000-TR084 and \$430,400 from the Trails and Parks Millage fund balance into 228-62800-967000-TR084 for a total a project cost of \$860,800.

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 October 10, 2022 meeting.

RECOMMENDATION

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



Michigan Department of Natural Resources - Grants Management

LAND AND WATER CONSERVATION FUND DEVELOPMENT PROJECT AGREEMENT

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

CFDA 15.916, Outdoor Recreation, Acquisition, Development & Planning

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 703 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended. The GRANTEE has been approved by the DEPARTMENT and the United States Department of the Interior, National Park Service ("SERVICE") to receive a grant. In Public Act 87 of 2021, the Legislature appropriated funds to the DEPARTMENT for a Land and Water Conservation Fund (LWCF) grant to the GRANTEE. The Federal Award Date is 09/12/2022 and the Federal Award ID Number for these funds is P22AP01505.

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: Hav	/k Island Park Improvements			Proje	ct Number: 26-01857
Amount of grant:	\$430,400.00	50%	_ PROJECT TO	TAL:	\$860,800.00
Amount of match:	\$430,400.00	50%	_		
Start Date:	Date of Execution by DEPA	RTMENT	End Date:	06/30/2	2025
DEPARTMENT with the Agreement is not effect	effectiveness of the Agreemer required attachments by 11/30 tive until the GRANTEE has s d executed when signed by the	0/2022, or the Ag signed it, return	reement may be car	celled by	y the DEPARTMENT. This
	below certify by their signature fulfill the terms of this Agreeme	1560		1000	ent on behalf of their agencies , t forth herein.
<u>GRANTEE</u>					
SIGNED					
By [Print Name]:					
Title:					
Organization:					
Unique Entity Identifier					
CV0048161					
SIGMA Vendor Number	SIGM	A Address ID			
MICHIGAN DEPARTME	NT OF NATURAL RESOURCE	<u>:S</u>			
SIGNED					
Ву:					
Grants Section	on Manager				
	Date of Execution by I	DEPARTMENT			
Phone: 517-284-7268 Email: dnr-grants@m	ichigan.gov				

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GRANTEE CONTACT

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, MiGrants, 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:

	LWCF Grant Program Manager
Name/Title	Name/Title
	Grants Management/DNR Finance & Operations
Organization	Organization
	525 W. Allegan Street, Lansing, MI 48933
Address	Address
	P.O. Box 30425, Lansing, MI 48909
Address	Address
	517-284-7268
Telephone Number	Telephone Number
	DNR-Grants@michigan.gov
F-mail Address	F-mail Address

DEPARTMENT CONTACT

- 2. The legal description of the project area, boundary map of the project area, the development grant application bearing the number 26-01857 uploaded to MiGrants. The Agreement together with the referenced documents in MiGrants and Appendices 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. Grant funds are made available to the GRANTEE through a grant by the SERVICE to the DEPARTMENT.
- 4. The budget period of performance allowed for project completion is from 10/01/2022 through 06/30/2025, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiGrants 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.
- 5. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map already referenced as being a part of the project file.
- 6. The words "project facilities" shall mean the following individual components, as further described in the application.

Boardwalk
Fishing Pier or Dock
Landscaping
Recycle Bin(s)
Signage
Trail 8' wide or more
Permit Fees

7. The award is not for Research and Development.

8. The DEPARTMENT will:

- a. grant to the GRANTEE a sum of money equal to Fifty Percent (50%) of Eight Hundred and Sixty Thousand
 Eight Hundred dollars (\$860,800.00), which is the total eligible cost of construction of the project facilities
 including engineering costs, but in any event not to exceed Four Hundred and Thirty Thousand Four Hundred
 dollars (\$430,400.00) which is the total amount obligated by this action.
- 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 Percent (50%)** 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 MiGrants website which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, EFTs and/or list of volunteer labor 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. Final payment will be released pending satisfactory project completion as determined by the DEPARTMENT and completion of a satisfactory audit.

9. The GRANTEE will:

- a. immediately make available all funds required to complete the project and to Four Hundred and Thirty Thousand Four Hundred dollars (\$430,400.00) in local match. This sum represents Fifty Percent (50%) 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. The indirect rate for this award is zero because it has been waived by the GRANTEE.
- b. Follow the requirements of 2 CFR 200.92 Subaward; 200.101 Applicability; 200.332 Requirements for pass through entities; and 2 CFR 200.318 200.327 Procurement Standards.
- c. For infrastructure projects, comply with the Build America, Buy America (BABA) Act. All of the iron, steel, manufactured products, and construction materials used in the project must be produced in the United States. For further information, refer to the Development Procedures Booklet.
- d. with the exception of section 106 consultation and engineering costs as provided for in Section 9 incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications, and bid documents.
- e. 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, which must include reference of the BABA Act for infrastructure project, as noted in our Development Procedure's Booklet..
 - ii. Within 180 days of execution of this Agreement 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 to 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 overhead utility lines.
- 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.
- f. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, and as appropriate the SERVICE, to regulate the use thereof to the satisfaction of the DEPARTMENT, and as appropriate the SERVICE, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
- g. 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. Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted based on 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
- adopt ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certify copies of all
 ordinances and/or resolutions adopted for these purposes shall be forwarded to the DEPARTMENT before the
 effective date thereof.
- 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.
- j. 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 may reasonably require.
- 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.
- I. erect and maintain a sign on the park entry sign of the property which designates this project as one having been constructed with assistance from the Land and Water Conservation Fund. The size, color, and design of this sign shall be in accordance with DEPARTMENT and SERVICE specifications.
- m. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the LWCF signs 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.
- 10. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered for reimbursement under the terms of this Agreement. Eligible section 106 consultation expenses incurred prior to the issue of this agreement and eligible engineering costs incurred toward completion of the project facilities in the six months preceding 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.
- 11. 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 9/30/2025. If the GRANTEE fails to submit a complete final request for reimbursement by this date, 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.
- 12. 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 pursuant to this Section may also require prior approval of the SERVICE.
- **13.** 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.
- 14. The project area and all facilities provided thereon and the land and water access ways to the project facilities 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 on the basis of sex, race, color, religion, national origin, residence, age, or disability.
- 15. Unless an exemption has been authorized by the DEPARTMENT, and as appropriate the SERVICE, 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 acquired shall not be subject to: (a) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.
- **16.** 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.
- 17. None of the project area nor any of the project facilities constructed under this Agreement shall be wholly or partially conveyed during the life of the project, either in fee 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 and the SERVICE.
- 18. 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 the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the SERVICE and implementation of mitigation approved by the DEPARTMENT and the SERVICE, including, but not limited to, replacement with land of equal of greater recreational usefulness and market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the SERVICE.
 - c. Before completion of the project, the GRANTEE, the DEPARTMENT and the SERVICE may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
- 19. Should title to 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 at least equal or greater market value, and of equal of greater usefulness and locality. The DEPARTMENT and the SERVICE shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of GRANTEE of other outdoor recreation properties and project facilities of at least equal or greater market value and of equal or greater usefulness and location. Such replacement shall be subject to all the provisions of this Agreement.
- 20. The GRANTEE acknowledges that:

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- a. The GRANTEE has examined the project area and that it has found the property to be safe for public use or that action 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.
- 21. 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.
- 22. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan or the federal government 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.
- 23. 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.
- 24. 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.
- 25. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, 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 any of them may be 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.
- 26. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT or the SERVICE to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
- 27. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
- 28. 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.
- 29. Failure by the GRANTEE to comply any of the provisions of this Agreement shall constitute a material breach of this

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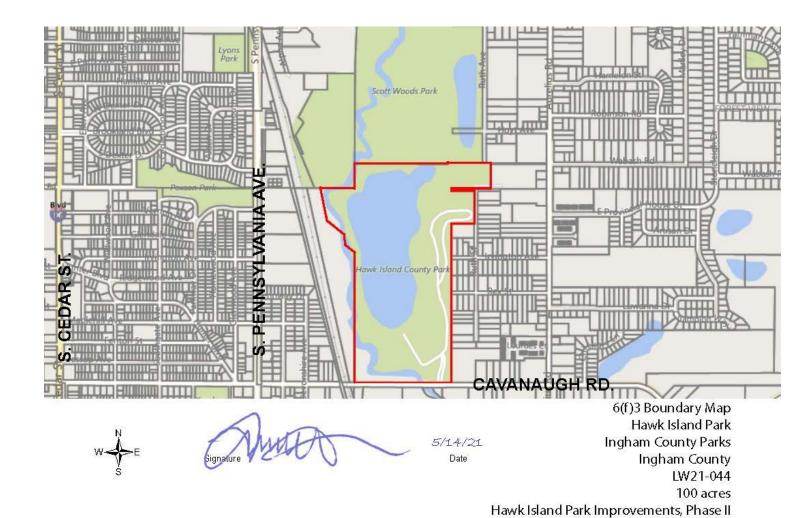
Agreement.

- **30.** 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 Land and Water Conservation Fund, the Michigan Natural Resources Trust Fund and the Recreation Passport Grant Program; and/or
 - Require the GRANTEE to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT or the SERVICE; and/or
 - e. Require repayment of grant funds paid to GRANTEE; and/or
 - f. Require specific performance of the Agreement.
- 31. 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.
- 32. 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 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
- 33. 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.
- 34. 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.
- 35. 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.
- **36.** The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT, and as appropriate, the SERVICE.

SAMPLE RESOLUTION

(Development)

Upo	on motion made by	, seconded by	, the following
Resolution v	vas adopted:		
		, Michigan, does hereby accept th	
received from	m the Michigan Department	of Natural Resources, and that the	does hereby
specifically a	agree, but not by way of limit	ation, as follows:	
1	To appropriate all funds ne	cessary to complete the project during the project period a	nd to provide
		(\$) dollars to match the grant author	
2.	To maintain satisfactory fin auditing at reasonable time	ancial accounts, documents, and records to make them aves in perpetuity.	ailable to the DEPARTMENT for
3.	To construct the project an said Agreement.	d provide such funds, services, and materials as may be n	ecessary to satisfy the terms of
4.	To regulate the use of the public on equal and reason	acility constructed and reserved under this Agreement to a hable terms.	ssure the use thereof by the
5.	To comply with any and all portions of this Resolution.	terms of said Agreement including all terms not specifically	/ set forth in the foregoing
	g aye votes were recorded: g nay votes were recorded:		
STATE OF N	951		
COUNTY OF) ss F)	,	
I,		, Clerk of the, Michigan	, do hereby certify that the above is
a true and co	orrect copy of the Resolution	n relative to the Agreement with the Michigan Department o	of Natural Resources , which
Resolution v	vas adopted by the	at a meeting held	
		Signature	
		T:41_	



10

1 Liber 2329 Page 848

RESECORDED

Property Description for 33-69913

PARCEL 1 That part of the Southeast 1/4 of Section 27 and the North 1/2 of Section 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 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 the 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 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 69°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 of the West Right of Way line of Ruth Street (platted as honna 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 Southeast corner of Lot 86 of said 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 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. EXCEPTING therefrom, the North 14.38 feet of the South 344.38 feet of the West 527.73 feet of the East 1/2 of the Southeast 1/4 of Section 27, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan.

Paid THRU 1994 All Riccis

05/09/96 14:11 TX/RX NO.1164 P.002

M. CONTRACTOR

05/09/96 14:11

A STATE OF THE PARTY OF THE PAR

TX/RX NO.1164

P.001

OUIT CLAIM DEED

The Grantors, EDWARD F. SOLOMON and BARBARA A. SOLOMON, husband and wife, of 4000 North Grand River Avenue, Lansing, Michigan 48906, quit claims to INGHAM COUNTY, a Michigan municipal corporation, whose address is the Courthouse, Mason, Michigan 48854, the following described premises situated in the City of Lansing, County of Ingham, and State of Michigan:

RECORDED 960002030 01/22/1996 12:23: REGISTER OF DEEDS Paula Johnson INGHAM COUNTY, MI

Parcel 2 as set forth in Exhibit A, attached;

HSSR

for the sum of One Dollar (\$1.00).

EXEMPT from transfer tax under MCL 207.526(a) and (r) and MCL 207.505(a).

Dated this 5th day of January, 1996.

Signed in presence of:

STATE OF MICHIGAN

COUNTY OF INGHAM

Solomon, by his Attorney-in-Fact, Jeffrey E. Poorman, under Power dated September 5, 1990, and recorded in-Liber 1843, Page 147, Ingham County Records

Barbara A. Solomon, by her Attorney-in-Fact, Jeffrey E. Poorman, under Power dated September 5, 1990, and recorded in Liber 1843, Page 143, Ingham County Records

The foregoing instrument was acknowledged before me this 5th day of January, 1996, for Edward F. Solomon by his Attorney-in-Fact, Jeffrey E. Poorman, under Power dated September 5, 1990, and recorded in Liber 1843, Page 147, Ingham County Records and Barbara A. Solomon by her Attorney-in-Fact, Jeffrey E. Poorman, under Power dated September 5, 1990, and recorded in Liber 1843, Page 143, Ingham County Records.

Stephen)L. Burlingame

Notary Public, Ingham County, MI My Commission Expires: 6/4/97

County Treasurer's Certificate

City Treasurer's Certificate

When Recorded Return To:

Ingham County Courthouse

Mason, MI 48854

Send Subsequent Tax Bills To:

Ingham County Courthouse

Mason, MI 48854

Drafted By:

Stephen L. Burlingame

1000 Michigan National Tower

Lansing, MI 48933

Tax Parcel

#3301-27-401-032

Recording Fee \$11

Transfer Tax: EXEMPT MCL 207.526(a)

and (r), MCL 207.505(a)

EXEST AMERICAN TITLE INS. CO.

2001 Abbott

East Lansing, MI 48823

15717 - 4047

EXHIBIT A

Parcel 2:

The North 14.38 feet of the South 344.38 feet of the West 527.73 feet of the East 1/2 of the Southeast 1/4 of Section 27, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan.

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 LAND AND WATER CONSERVATION FUND GRANT #LW26-01857 FOR HAWK ISLAND PARK

WHEREAS, the Michigan Department of Natural Resources has approved the grant request in the total amount of \$430,400 for the grant application titled Hawk Island Park Improvements #21-01857 to the Michigan Natural Resources Land and Water Conservation Fund for accessibility improvements, located in Lansing; and

WHEREAS, these improvements will include an removing existing boardwalk along the northeast side of the pond, new floating docks with fishing extension, 10 foot wide paved path and amenities; and

WHEREAS, the required matching funds of \$430,400 will come from the Trails and Parks Millage fund balance.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners, Ingham County, Michigan, does hereby accept the terms of the Agreement for grant #26-0187 for accessibility improvements at Hawk Island Park 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 four hundred thirty thousand and four hundred (\$430,400) dollars to match the grant authorized by the DEPARTMENT.
- 2. To maintain satisfactory financial accounts, documents, and records to make them available to the Department for auditing at reasonable times.
- 3. To construct the project and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement.
- 4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
- 5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budget adjustments to make available the project amount of \$430,400 from the Michigan Department of Natural Resources be available in line item 228-62800-967000-TR084.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to transfer the match amount of \$430,400 from Trails and Parks Millage fund balance to line item 228-62800-967000-TR084.

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.

INGHAM COUNTY PARKS & RECREATION COMMISSION

Meeting of October 10, 2022

<u>Motion to Support the Resolution Accepting Burchfield Trail/Cabin Development – McNamara Landing Grant #LW26-01860</u>

MOVED BY SUPPORTED BY

To recommend forwarding the attached resolution to the Board of Commissioners which was supported by the Ingham County Parks and Recreation Commission with the passage of this motion.

TO: Board of Commissioners Human Services & Finance Committees

FROM: Tim Morgan, Parks Director

DATE: October 18, 2022

SUBJECT: Burchfield Trail/Cabin Development – McNamara Landing Grant #LW26-01860

For the meeting agenda of 10/31/22 Finance and 11/2/22 Human Services

BACKGROUND

Board of Commissioners Resolution #21-163 authorized the submittal of a Land and Water Conservation Fund Application. The Land and Water Conservation Fund recommended this project for funding. This Resolution authorizes the acceptance of the attached project agreement for the grant as Ingham County Parks successfully received this grant.

Attached is the Project Agreement, a boundary map of the project area and a legal description. The project at Burchfield Trail/Cabin Development – McNamara Landing will provide accessibility improvements throughout the park. These improvements will include five new solar powered cabins, 10 feet wide paved path, paved parking spaces for cabins, ramped canoe/kayak launches, well, pump house and distribution system, landscaping and amenities.

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

The DNR provided notice the grant will be awarded in the amount of \$500,000. The County's financial commitment is \$500,000 for a total project amount of \$1,000,000.

Other funds, not grant eligible, will be required to complete the project including a topographical survey in the amount of \$10,000. The topographical survey will be required to properly design the project with proper grading and layout of the proposed improvements.

Board of Commissioners Resolution #20-562 authorized \$310,000 for this project including topographical survey in line item 228-62800-937000-TR089.

Board of Commissioners Resolution #21-163 authorized \$200,000 for this project. This Resolution is requesting the transfer of \$200,000 into line item 228-62800-967000-TR089 from Trails and Parks Millage fund balance.

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 and Recreation Commission supported this Resolution with the passage of a motion at their October 10, 2022 meeting.

RECOMMENDATION

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



Michigan Department of Natural Resources - Grants Management

LAND AND WATER CONSERVATION FUND DEVELOPMENT PROJECT AGREEMENT

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

CFDA 15.916, Outdoor Recreation, Acquisition, Development & Planning

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 703 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended. The GRANTEE has been approved by the DEPARTMENT and the United States Department of the Interior, National Park Service ("SERVICE") to receive a grant. In Public Act 87 of 2021, the Legislature appropriated funds to the DEPARTMENT for a Land and Water Conservation Fund (LWCF) grant to the GRANTEE. The Federal Award Date is 09/14/2022 and the Federal Award ID Number for these funds is P22AP01506.

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:	Trail / (Cabin Development, Mo	cNamara Landing		Projec	ct Number:	26-01860
Amount of grar	nt:	\$500,000.00	50%	_ PROJECT TO	TAL:	\$1,000,000.00	
Amount of mate	ch:	\$500,000.00	50%	——————————————————————————————————————			
Start Date: _		Date of Execution by I	DEPARTMENT	End Date:	06/30/2	025	
DEPARTMENT with Agreement is not of	h the re effectiv	fectiveness of the Agre equired attachments by the until the GRANTEE I executed when signed by	11/30/2022, or the A has signed it, return	greement may be car red it, and the DEPAF	celled by	the DEPARTMI	ENT. This
	700	low certify by their signa fill the terms of this Agn			1000		their agencies ,
GRANTEE							
SIGNED							
By [Print Name]:							
Title:							
Organization:							
Hairman Entito Ideas							
Unique Entity Ident CV0048161	mer						
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MICHICAN DEDAT	TRAENI	COL NATURAL RESOL	IDCES				
SIGNED	INEN	FOF NATURAL RESOL	JRCE9				
By: Grants S	Section	Manager					
		, <u>-</u>					
-		Date of Execution	n by DEPARTMENT				
Phone: 517-284-72	268						
Email: dnr-grants	@mich	igan.gov					

26-01860 Page 1 of 8 PR1915 (Rev. 06/10/2020)

GRANTEE CONTACT

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, MiGrants, 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:

	LWCF Grant Program Manager
Name/Title	Name/Title
	Grants Management/DNR Finance & Operations
Organization	Organization
	525 W. Allegan Street, Lansing, MI 48933
Address	Address
	P.O. Box 30425, Lansing, MI 48909
Address	Address
	517-284-7268
Telephone Number	Telephone Number
	DNR-Grants@michigan.gov
F-mail Address	F-mail Address

DEPARTMENT CONTACT

- 2. The legal description of the project area, boundary map of the project area, the development grant application bearing the number 26-01860 uploaded to MiGrants. The Agreement together with the referenced documents in MiGrants and Appendices 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. Grant funds are made available to the GRANTEE through a grant by the SERVICE to the DEPARTMENT.
- 4. The budget period of performance allowed for project completion is from 10/01/2022 through 06/30/2025, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiGrants 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.
- 5. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map already referenced as being a part of the project file.
- 6. The words "project facilities" shall mean the following individual components, as further described in the application.

Cabin(s)
Canoe/Kayak Launch or Ramp
Fire Pit(s)
Landscaping
Picnic Table(s)
Trail 8' wide or more
Utilities
Permit Fees

7. The award is not for Research and Development.

26-01860 Page 2 of 8 PR1915 (Rev. 06/10/2020)

8. The DEPARTMENT will:

- a. grant to the GRANTEE a sum of money equal to **Fifty Percent (50%)** of **One Million dollars (\$1,000,000.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Five Hundred Thousand dollars (\$500,000.00)** which is the total amount obligated by this action.
- 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 Percent (50%)** 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 MiGrants website which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, EFTs and/or list of volunteer labor 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. Final payment will be released pending satisfactory project completion as determined by the DEPARTMENT and completion of a satisfactory audit.

9. The GRANTEE will:

- a. immediately make available all funds required to complete the project and to Five Hundred Thousand dollars (\$500,000.00) in local match. This sum represents Fifty Percent (50%) 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. The indirect rate for this award is zero because it has been waived by the GRANTEE.
- b. Follow the requirements of 2 CFR 200.92 Subaward; 200.101 Applicability; 200.332 Requirements for pass through entities; and 2 CFR 200.318 200.327 Procurement Standards.
- c. For infrastructure projects, comply with the Build America, Buy America (BABA) Act. All of the iron, steel, manufactured products, and construction materials used in the project must be produced in the United States. For further information, refer to the Development Procedures Booklet.
- d. with the exception of section 106 consultation and engineering costs as provided for in Section 9 incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications, and bid documents.
- e. 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, which must include reference of the BABA Act for infrastructure project, as noted in our Development Procedure's Booklet.
 - ii. Within 180 days of execution of this Agreement 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 to 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 overhead utility lines.
- 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.
- f. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, and as appropriate the SERVICE, to regulate the use thereof to the satisfaction of the DEPARTMENT, and as appropriate the SERVICE, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
- g. 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. Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted based on 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
- adopt ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certify copies of all
 ordinances and/or resolutions adopted for these purposes shall be forwarded to the DEPARTMENT before the
 effective date thereof.
- 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.
- j. 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 may reasonably require.
- k. 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.
- I. erect and maintain a sign on the park entry sign of the property which designates this project as one having been constructed with assistance from the Land and Water Conservation Fund. The size, color, and design of this sign shall be in accordance with DEPARTMENT and SERVICE specifications.
- m. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the LWCF signs 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.
- 10. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered for reimbursement under the terms of this Agreement. Eligible section 106 consultation expenses incurred prior to the issue of this agreement and eligible engineering costs incurred toward completion of the project facilities in the six months preceding 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.
- 11. 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 9/30/2025. If the GRANTEE fails to submit a complete final request for reimbursement by this date, 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.
- 12. 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 pursuant to this Section may also require prior approval of the SERVICE.
- **13.** 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.
- 14. The project area and all facilities provided thereon and the land and water access ways to the project facilities 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 on the basis of sex, race, color, religion, national origin, residence, age, or disability.
- 15. Unless an exemption has been authorized by the DEPARTMENT, and as appropriate the SERVICE, 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 acquired shall not be subject to: (a) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.
- **16.** 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.
- 17. None of the project area nor any of the project facilities constructed under this Agreement shall be wholly or partially conveyed during the life of the project, either in fee 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 and the SERVICE.
- 18. 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 the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the SERVICE and implementation of mitigation approved by the DEPARTMENT and the SERVICE, including, but not limited to, replacement with land of equal of greater recreational usefulness and market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the SERVICE.
 - c. Before completion of the project, the GRANTEE, the DEPARTMENT and the SERVICE may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation
- 19. Should title to 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 at least equal or greater market value, and of equal of greater usefulness and locality. The DEPARTMENT and the SERVICE shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of GRANTEE of other outdoor recreation properties and project facilities of at least equal or greater market value and of equal or greater usefulness and location. Such replacement shall be subject to all the provisions of this Agreement.
- 20. The GRANTEE acknowledges that:

- a. The GRANTEE has examined the project area and that it has found the property to be safe for public use or that action 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.
- 21. 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.
- 22. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan or the federal government 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.
- 23. 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.
- 24. 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.
- 25. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, 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 any of them may be 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.
- 26. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT or the SERVICE to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
- 27. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
- 28. 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.
- 29. Failure by the GRANTEE to comply any of the provisions of this Agreement shall constitute a material breach of this

Agreement.

- **30.** 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 Land and Water Conservation Fund, the Michigan Natural Resources Trust Fund and the Recreation Passport Grant Program; and/or
 - Require the GRANTEE to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT or the SERVICE; and/or
 - e. Require repayment of grant funds paid to GRANTEE; and/or
 - f. Require specific performance of the Agreement.
- 31. 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.
- 32. 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 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
- 33. 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.
- 34. 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.
- **35.** 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.
- **36.** The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT, and as appropriate, the SERVICE.

SAMPLE RESOLUTION

(Development)

Upo	on motion made by	, seconded by	, the following
Resolution v	vas adopted:		
"RE	ESOLVED, that	, Michigan, does hereby accept the	terms of the Agreement as
	m the Michigan Department of Na agree, but not by way of limitation	atural Resources, and that the	does hereby
specifically e	igree, but not by way or inflitation	, 43 10110443.	
1	To appropriate all funds necess	ary to complete the project during the project period an (\$) dollars to match the grant author	
2.	To maintain satisfactory financia auditing at reasonable times in	al accounts, documents, and records to make them ava perpetuity.	ailable to the DEPARTMENT for
3.	To construct the project and prosaid Agreement.	vide such funds, services, and materials as may be ne	cessary to satisfy the terms of
4.	To regulate the use of the facilit public on equal and reasonable	y constructed and reserved under this Agreement to as terms.	sure the use thereof by the
5.	To comply with any and all term portions of this Resolution."	s of said Agreement including all terms not specifically	set forth in the foregoing
	g aye votes were recorded: g nay votes were recorded:		
STATE OF N	MICHIGAN)		
) ss =)		
COUNTY OF)		
1	Cle	erk of the, Michigan,	do hereby certify that the above is
	orrect copy of the Resolution rela	tive to the Agreement with the Michigan Department of at a meeting held	Natural Resources , which
		Signature	
		Title	



This Indenture, made this 27th day of July.
in the year of our Lord one thousand nine hundred and thinks and
Tetween Scarlett and Earl, Incorporated, a Michigan corporation of the City of Lansing, county of Ingham,
of Michigan, party of the first part, and Board of County Pood County and County Pood Coun
and the state of t
Dittursmeth, that the said party of the first part, for and in consideration of the sum of the in band more————————————————————————————————————
to it in hand paid by the said part y of the second part the
said part V of the second part, and its
certain pieces or parcel sof land, situate and being in the Township of Delhi, county of Inghan and
thirty-two rods east and ten rods north, of the point where the north line of section thirty-one in Town Three North, Hange Two West, intersects the east bank of Grand River; thence south twenty rods; thence west to Grand River; thence along said river to a point where an east and west line drawn through the point of beginning intersects said river; thence asst to place of beginning; together with and subject to all easements, privileges, rights and agreements described in a certain deed to Edwin W. Bishop and wife recorded in liber 278 of deeds at page 51; and together with and subject to all easements, privileges, rights and agreements described in a certain deed to Mark T. Woodruff recorded in liber 278 of deeds at page 389. And also hereby conveying the North forty and ninety-six one-hundredeths (40.96) acres of the North one-half of the North-east quarter of Section Thirty-one, Town Three North, Range Two West, except the East ten hundred and nineteen (1019) feet thereof and also except portions thereof heretofore conveyed by in liber 278 of deeds on page 389 and in liber 216 of deeds on page 52. Subject to flowage and driveway rights as contained in former deeds. All of the above described land hereby conveyed being in the said Township of Delhi, Ingham County, Michigan.
Ungether with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the said premises, as herein described, with the appurtenances, unto the said part. I of the second part, and to its neits and assigns, FOR-EVER.
And the said party of the first part, for itself and its successors, does covenant, grant, bargain, and gree to and with the said part. I of the second part, 1ts successors of here/and assigns, that the time of the ensealing and delivery of these presents it is well seized of the above granted
except as above set forth,

Gd. River PK. Baldwin Rayner

RECORDED IN DEEDS

LIBER 1035 PG 187 Delhi # 27 RECORDED

WARRANTY DEED—SHORT— 891 (Rev. 1967) (PHOTO COPY FORM) THE REGLEFALSS, INC., FLINT, MICHIGAN SPACE ABOVE FOR REAL ESTATE TRANSFER STAMP	FEB 17 2 20 PM '71
This Indenture, made February 9 19 71 BETWEEN WILLIAM P. ROGERS and JOANN M. ROGERS, husband and wife, who address is 4882 Wilcox Road, Holt, Michigan,	REGISTER OF DEEDS Mia Bell Humphry
and INGHAM COUNTY, MICHIGAN, the address of which is Mason, Michigan,	INGHAM COUNTY, MICH.
Darty of the second part, whose-addressis Witnesseth, That the said party of the first part, for and in consideration of? Fifteen thousand	(15,000.00)
dollars to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged bargain, sell, remise, release, alien and confirm unto the said party of the second part *** its succes* FOREVER, all that certain piece or parcel of land situate and being in the Township of Delhi County of Ingham and State of Michigan, and de	SSOTS and assigns,
The East 1019 feet of the North 40.96 acres of the	North 1/2
of the North East fractional 1/4 of Section 31, T31	
Township, Ingham County, Michigan, except the South	
and also except the North 400 feet of the East 220	**
REAL ESTATE OF REAL ESTATE A R	
Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertain the said premises, as herein described, with the appurtenances, unto the said party of the second part and to the and assigns, Forever. And the said party of the first part, for himself, his heirs, executors and administrators, doe agree to and with the said party of the second part, the said second part, the second part and assigns, that at the time of he is well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever exception	s-heirs its successor es covenant, grant, bargain and the delivery of these presents
and that he will, and his heirs, executors, and administrators shall Warrant and Defend the same against without exception	all lawful claims whatsoever,
When applicable, pronouns and relative words shall be read as plural, feminine or neuter. In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above.	e written.
Signed, and Delivered in Presence of WILLIAM P. ROGERS	
MICHAEL G. HARRISON Connum M. Rogers John M. Rogers	
STATE OF MICHIGAN, on February 9 COUNTY OF INGHAM COUNTY OF INGH	, 19 71 , ersonally appeared M. ROGERS
Michael G. Harrison 116 West Ottawa Street Lansing Michigan 40022 Tingham	County, Michigan,
Lansing, Michigan 48933 My commission expires O. C. SEE FOOT NOTES ON OTHER SIDE	25 , 19 74
GR, PK.	

ho hi # 21 *ECORDED LIBER 115	
19588 Jun 19 8 38 AM '75	ato'clock
WARRANTY DEED-BY CORPORATION. REGISTER OF DETED SCOOP" LETTER PRESERVE PR	ine of Legal Blanks Ess, Inc., Flent, Mich. Register of Deeds.
This Indenture, made the HIGHAM COUNTY MICH day nine hundred and seventy-five BETWEEN First Baptist Church of Lans:	ne 17th of in the year of our Lord one thousand
City N. Capitol City of Lansing of the ecclesiastical of corporation organized and externa under and by virtue of the laws of Ingham County, Michigan, a political at the County Court thuse, Mason, Michigan, and American County Court the Court the County Court the County Court the Court the County Court the Court the County Court the Court the County Court the Court the County Court the County Court the Court the Court the Court the Court the Co	part y of the second part,
grant, bargain, sell, remise, release, alien and confirm unto the said part piece or parcel of land, situate and being in the TOW	whereof is hereby confessed and acknowledged, does by these presents. Y of the second part, and 3 its successors helps and assigns, FOREVER, all that certain aship of Delhi. County
Beginning at the center of Secti thence south 1055 feet; thence we north 34 feet to the bank of Graeasterly along the bank of said of said section; thence east to Together with an easement of a redescribed parcel to provide ingrover the balance of the parcel d SWt of said Section 31, lying ea of way to be 18 feet in width an herein conveyed in a southerly designate.	on 31, T3N., R2W., est 586 feet; thence nd River; thence north- river to a point west of center beginning; ight of way to the above ess and egress thereto, escribed as all that part of the st of Grand River; said right d to run from the parcel
highway. Together with all and singular the hereditaments and appurtenances to the said premises, as herein described, with the appurtenances unto the	nereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD said part y of the second part, and to sits successors heis and assigns, FOREVER.
And the said party of the first part, for itself and its successors, does at the second part 3 time of the ensealing and delivery of these presents it is well seized of encumbrances whatever, and that it will and its successors shall forever WARRANT and DEFEN	the above granted premises in FEE SIMPLE; that they are free from all
IN WITNESS WHEREOF, the said First Baptist	Church of Lansing, Michigan, a
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	First Baptist Church of Lansing, Michigan
before me, a Notary Public Fred E. Vanosdall to me personally known, who, being by me duly sworn, did the is the Chairmar of First Baptist Church of Lansi the corporation named in and which executed the within instrument.	By Fred E. Vanosdall Its Chairman of the Church Board Its Chairman of th
Prepared by: N. A. McLean, Attorney 800 Davenport Bldg. Lansing, MI 48933	The state of the control of the second ner
The Control of the co	* *

2059 WARRANTY DEED STATUTORY FORM FOR INDIVIDUALS

LIBER 1187 MAGI 1054

Delhi # 29

Persimmon Path, Holt, Michigan, Duane J. Taft and wife, Lila Mae Taft, of 1201 Brantung dank Englotte, Michigan, and Susan McGarry, of 5 Point Highway, Eaton Rapids, Michigan,

Сопчеу

Marital status of each male grantor must be indicated. The name of each person who signs this instrument shall be legibly printed, typewritten or stamped upon such instrument immediately beneath the signature of such person.

and Warrant

to Ingham County, a Municipal Corporation,

whose street number and postoffice address is Courthouse, Mason, Michigan,

the following described premises situated in the Township and State of Michigan, to-wit:

of Delhi

County of Ingham

All that part of Southwest & of Section 31, T3N, R2W, Delhi Township, lying East of Grand River except .6 of an acre granted to Michigan Power Company, for flowage purposes, and also except a parcel described as: Commencing at center of said Section 31, thence South 1055.0 feet, thence West 586 feet, of said river to a point West of Center of said Section, thence East to beginning, together with and including all gas, oil and mineral rights, together with easement 18 feet wide running south to highway on South line of said subject further to all other easements, restrictions and driveway rights of record, EXCEPT, however, the following described premises which are not included in this conveyance, to-wit: Beginning on the North-South 1/4 line 133 W. 336 feet, thence N. 1/4 corner of Section 31, T3N, R2W, Delhi Township, thence Line, thence S. 1/4 feet to point of beginning; the S. 133 feet of the E. 33 feet of the SW 1/4 of said Section 31 being reserved for driveway to the above the church,

for the sum of One hundred twenty nine thousand (\$129,000.00) dollars subject to RECORDED

My Commission expires February 28, 19 78 Note: (1) insert date (2) insert name of person(s) acknowledged (grantor) *(3) signature	Ogerages Lile Mue Tafts; Taft Lila Mae Taft
State of Michigan State of Mic	INGHAM COUNTY, MICH. P. Rogers (L.S.) Ogorgan Ogorgan Tait Lila Mae Taft
STATE OF MICHIGAN COUNTY OF Ingham The foregoing instrument was acknowledged before me this *(1) 7th day by *(2) William P. Rogers and wife, Joann Rogers, Dr Taft, and Susan McGarry, My Commission expires February 28, 19 78 *Note: (1) insert date (2) insert name of person(s) acknowledged (grantor) *Note: (1) insert date (2) insert name of person(s) acknowledged (grantor) *(3) signature	INGHAM COUNTY, MICH. P. ROGOTS (L.S.) OGOTS OGOTS Taft Lila Mae Taft
STATE OF MICHIGAN COUNTY OF Ingham The foregoing instrument was acknowledged before me this *(1) 7th day by *(2) William P. Rogers and wife, Joann Rogers, Dr Taft, and Susan McGarry, My Commission expires February 28, 19 78 *Note: (1) insert date (2) insert name of person(s) acknowledged (grantor) *Note: (1) insert date (2) insert name of person(s) acknowledged (grantor) *(3) signature	P. Rogers Regers Operate Carrier Lila Mae Taft Taft Lila Mae Taft
STATE OF MICHIGAN COUNTY OF Ingham The foregoing instrument was acknowledged before me this *(1) 7th day by *(2) William P. Rogers and wife, Joann Rogers, Dr Taft, and Susan McGarry, My Commission expires February 28, 19 78 *Note: (1) insert date (2) insert name of person(s) acknowledged (grantor) *Note: (1) insert date (2) insert name of person(s) acknowledged (grantor) *(3) signature	P. Rogers Regers Operate Carrier Lila Mae Taft Taft Lila Mae Taft
STATE OF MICHIGAN COUNTY OF Ingham The foregoing instrument was acknowledged before me this *(1) 7th day by *(2) William P. Rogers and wife, Joann Rogers, Dr Taft, and Susan McGarry, My Commission expires February 28, 19 78 *Note: (1) insert date (2) insert name of person(s) acknowledged (grantor) *(3) signature	Tait Lila Mae Tafts,
STATE OF MICHIGAN COUNTY OF Ingham The foregoing instrument was acknowledged before me this *(1)	Tart Lila Mao Tart
COUNTY OF Ingham SS. Chang J Sugari The foregoing instrument was acknowledged before me this *(1) 7th day by *(2) William P. Rogers and wife, Joann Rogers, Dr Taft, and Susan McGarry, My Commission expires February 28, 19 78 *Note: (1) insert date (2) insert name of person(s) acknowledged (grantor) *(3) signature	
The foregoing instrument was acknowledged before me this *(1) 7th day by *(2) William P. Rogers and wife, Joann Rogers, Draft, and Susan McGarry, My Commission expires February 28, 19 78 *Note: (1) insert date (2) insert name of person(s) acknowledged (grantor) *(3) signature.	
The foregoing instrument was acknowledged before me this *(1) 7th day by *(2) William P. Rogers and wife, Joann Rogers, Draft, and Susan McGarry, *(3) My Commission expires February 28, 19 78 *Note: (1) insert date (2) insert name of person(s) acknowledged (grantor) *(3) signature.	
My Commission expires February 28, 19 78 *(3) *Note: (1) insert date (2) insert name of person(s) acknowledged (grantor) *(3) signature	
My Commission expires February 28, 19 78 *Note: (1) insert date (2) insert name of person(s) acknowledged (grantor) *(3) signature	ane J. Taft and wife, Lile
My Commission expires February 28, 19 78 Note: (1) insert date (2) insert name of person(s) acknowledged (grantor) *(3) signature.	.1 0
My Commission expires February 28, 19 78 *Note: (1) insert date (2) insert name of person(s) acknowledged (grantor) *(3) signature	Heliasohn
*Note: (1) insert date (2) insert name of person(s) acknowledged (grantor) *(3) signature	ohn H. Eliasohn
	Ingham County, Michigan
County Treasurer's Certificate	of person taking acknowledgment
A A STATE O	ity Treasurer's Certificate
	AND MALE MANAGEMENT
Popt. of many	OF AL MACHINE
Taxation Julia	REAL ESTATE TRANSFER TAX
pase note the following: 3. If the notarial act is performed outbrailed by: John State of Michigan, the Drafted by: John Stat	REAL ESTATE

3. If the notarial act is performed outside the State of Michigan, the acknowledgment must show the rank or title and serial number, if any, of the person taking the acknowledgment must be acted to the person performing the acted of the person performing the acted of Michigan should be atfixed to the deed.

After recording return to:

Business address: 1428 Lindbergh Drive

Lansing, Michigan, 48910

T-842

Mae

LIBER1236 PAGE

.

Delh: #31

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That Leta Swift of 577 Grovenburg Road, Mason, Michigan, survivor of her deceased husband Clair R. Swift, whose death certificate is recorded in Liber 873, Page 424, Ingham County Records. Convey and Warrant to Lawrence R. Thomas and Florence A. Thomas, Husband and Wife, of 5283 SW 40th Ave., Ft. Lauderdale, Florida,

the following described premises situated in the Township of Delhi and State of Michigan, to-wit:

County of Ingham

The W 1/2 of the W 1/2 of the S 1/2 of the SE 1/4 of Section 31, T3N, R2W, and a parcel of land described as: Beginning 660 feet E of the NW corner of the S 1/2 of the SE 1/4 of said Section 31, thence E along the E and W 1/8 line, 990 feet; thence S 320 feet; thence W 990 feet parallel with said E and W 1/8 line; thence N 320 feet to beginning, consisting of approximately 27.27 acres. Subject to all easements and restrictions of record and subject to the oil and gas lease dated September 30, 1970 and recorded October 6, 1970, in Liber 1025, Page 190, Ingham County Records.

RECORDED

MICHIGAN

Dept. of HOVIS-77

Taxotion

REAL ESTATE

TRANSFER TAX

RAILOSAS

RAILOSAS

REAL ESTATE

TRANSFER TAX

RAILOSAS

NOV 15 106 AH '77
REGISTER OF DEEDS
REGISTER OF DEEDS
INGNAN COUNTY, NICH.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of Twenty Eight Thousand Five Hundred (\$28,500.00) Dollars.

						Sign	ed and Sealed:	
Dated this	2110	E00000	vember	19	77	\ 2Ta	4	+
S	igned and Seak	ed in presence	of	ï		Leta Swift		(L.S.)
Barbara	J. Wint	ers	*					(L.S.)
Xoya L	the state of the s	lis						
Lloyd D.	. Morris							
COUNTY OF	Ingham		8.U.					
On this		2nd	day	of I	lovember	19	77 before m	e personally appeared
Leta Sw	ift							
	to be the pers		ibed in and and deed.	who exe	cuted the fore	loy D. Mori	nouis	that she
My Commission	on expires J	11y 6	19	81	Nota	ry Public, -	Ingham-	County, Michigan
	County Tr	easurer's Certi	ficate			City Tre	asurer's Certifica	ite
_							3	a .
After recording	g return to:	PK.	U.S. R	ev. Stam	on reverse sid	_ Business add	152 E	D. Morris . Ash Street , Michigan

6086

RECORDED IN DEEDS

LIBER 1236 PAGE

WARRANTY DEED—SHORT—891 (Rev. 1967)
(PHOTO COPY FORM) DOUBLEDAY BROS. & CO., KALARAZOO, NICH

RECORDED

This Indenture, made October 27. BETWEEN LAWRENCE R. THOMAS AND FLORENCE A. THOMAS, husband and wife, of 5283 S.W. 40th Ave., Ft. Lauderdale, Florida,

patries of the first part,

and COUNTY OF INGHAM, a body politic and corporate,

Nov 15 11 07 8H '77 RECISTER OF DEEDS Janea Downson INGHAM COUNTY, NICH

of the second part, whose address is 301 Bush Street, Mason, Michigan party

Witnesseth, That the said party of the first part, for and in consideration of twenty eight thousand six hundred fifty and no/100 dollars (\$28,650.00)

to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents, grant, bargain, sell, remise, release, alien and contirm unto the said party of the second part, This hoirs its successors FOREVER, all that certain piece or parcel of land situate and being in the Township

of Delhi

County of Ingham

and State of Michigan, and described as follows, to-wit:

The W 1/2 of the W 1/2 of the S 1/2 of the SE 1/4of Section 31, T3N, R2W, and a parcel of land described as: beginning 660 feet E of the NW corner of the S 1/2 of the SE 1/4 of said Section 31, thence E along the E and W 1/8th line, 990 feet; thence S 320 feet; thence W 990 feet parallel with said E and W 1/8th line; thence N 320 feet to beginning, consisting of approximately 27.27 acres.

Subject to all easements and restrictions of record, and subject to the oil and gas lease dated September 30, 1970 and recorded October 6, 1970 in Liber 1025, Page 190, Ingham County Records.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold the said premises, as herein described, with the appurtenances, unto the said party of the second part and to 3 his herisits Successors and assigns, Forever. And the said party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, 3 his heirs Lts Successons assigns, that at the time of the delivery of these presents he is well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever except as noted

and that he will, and his heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims whatsoever, except as noted above,

When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Signed, and Delivered in Presence of Elizace I C Lawrence R. Thomas a homey-66660 Florence A. Thomas STATE OF The s Adolph Robison *10 MEHIBAN TRANSFER TAX 宁 Dept. of Hovis'77 64 ≈ 3 L 9 O Locitoxol. FLORIDA Octobra 27 on SS before me, a Notary Public, in and for said County, personally appeared COUNTY OF DADE Lawrence R. Thomas and Florence A: "Thomas to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be their free act and deed. 4. Drafted by: Jack C. Davis LOOMIS, EWERT, EDERER, PARSLEY, colory MOTARY PUBLIC STATE OF FLORIDA AT LES DAVIS & GOTTING Notary Public, County, Michigan, 1200 Bank of Lansing Bldg. MY COMMISSION EXPERS SEPT. 6 1980 Lansing, Michigan 48933 SCHOOL THINK GENERAL MISH UNDERWRITERS

PL

lawyers Title Insurance Corporation WARRANTY DEED-Statutory Form LIBER 1246 PAUL 1187 C.L. 1948, 565.151

6704

KNOW ALL MEN BY THESE PRESENTS: That LEONE W. NORTH and JANETTE M. NORTH, his wife,

whose address is 861 Grovenburg Road, Holt, Michigan

RECORDED

Form 561 6-75

Convey(s) and Warrant(s) to the COUNTY OF INGHAM,

whose address is Court House, Mason, Michigan 48854

the following described premises situated in the Township County of Ingham and State of Michigan, to-wit;

Delhi

MAR 9 11 17 AH 178

REGISTER OF DEEDS Paula Johnson

A parcel of land in Section 31, T3N, R2W, Delhi Township, Ingham County, Michigan; the surveyed boundary of said parcel being described by Michigan R.L.S. #18998 as commencing at the East 1/4 corner of said Section 31; thence N00°23'33" E along the East line of said Section 31, 1316.38 feet; thence N89°07'36"W, 1518.32 feet to the point of beginning of this description; thence $800^{\circ}52^{\circ}24^{\circ}W$, 300.00 feet; thence $890^{\circ}36^{\circ}W$, 300.00 feet; thence $800^{\circ}52^{\circ}24^{\circ}W$, 251.74 feet; thence S85°44'56"W, 443.75 feet; thence N00°52'24"E, 591.38 feet; thence S89°07'36"E, 741.97 feet to the point of beginning.

for the full consideration of Eleven Thousand and Eleven and No/100 (\$11,011.00)Dollars subject to easements and restrictions of record.

	Ο,	A STATE OF REAL ESTATE &
2>	co	MICHIGAN TRANSFER TAX
¥ 5	7	IVIICHIGAN TRANSFER TAX
TNC:	4	Dant of WEND
-0	2	Dept. of MAR-9'78 ≅ 1 2.65 *
cuar	V	19 5810583

Witnesses:

Dated this

day of

Ronald

Janette M.

STATE OF MICHIGAN COUNTY OF ___Ingham

The foregoing instrument was acknowledged before me this

Larry A. Salstrom

day of

February

Leone W. North and Janette M. North

My commission expires

I. Arlene Price Ingham

Notary Public La County, Michigen
Business 303 West Kalamazoo - Suite 400

Address Lansing, Michigan 48933

County Treasurer's Certificate

City Treasurer's Certificate

Recording Fee State Transfer Tax S12.65

When recorded return to Ingham County Board of Park Trustees, 301 Bush St., Mason, MI. Send subsequent tax bills

to Ingham County Board of Park Trustees 301 Bush Street, Mason, Michigan

Tax Parcel # _

Instrument

GR PK

LIBER 12	
	46 MAL 58 RECORDED
(PHOTO COPY FORM) THE RIEGLE PRESS, INC., FLINT, MICH. SPACE ABOVE FOR S	REAL ESTATE TRANSFER STAMP
This Indenture, mode Feb. 16, 18 ETWEEN DEXTER G. BRUNO, a single man, and JAI woman, of 6252 Nichols Rd., Holt, Mich	party of the first part, RECISTER OF DEEDS
nd COUNTY OF INGHAM, a Municipal Corpora Court House, Mason, Mi.	INCHAM COUNTY, MICH.
whose address is	party of the second part,
Dollars	ation of ² One Thousand and No/100 (\$1,000.
o him in hand poid by the said party of the second part, the receipt was bargain, sell, remise, release, alien and confirm unto the said party of the FOREVER, all that certain piece or parcel of land situate and being in the of Delhi County of Ingham	M 1 1
Beginning on the N-S 1/4 line 467 ft. N Sec. 31, T3N, R2W, Delhi Township, I West 336 ft. perallel to South Sec. thence East 336 ft. to the N-S 1/4 lin point of beginning.	ingham County, Michigan; thence line; thence North 100 ft.;
	MICHIGAN TRANSFER TAX 2
	25 Uopl. of FEB 28'73 ≈ 0 1. 10 % (axation FEB 28'73
	Ä
When applicable, pronouns and relative words shall be read as plural In Wilness Whereof. The said party of the first part has bereun Signed, and Delivered in Presence of Dext Dayld P., Rogers Jani	1 Warrant and Defend the same against all lawful claims whatsoever, 1, feminine or neuter.
William P. Rogers STATE OF MICHIGAN,) on	Feb.16, . 19 78

SEE FOOT NOTES ON OTHER SIDE

RECORDED IN DEEDS 119084



*37

LIBER 1246 PAGE

WARRANTY	DEED	-SHORT-	-891	(REV	. 196	7)

SPACE ABOVE FOR REAL ESTATE TRANSFER STAMP

RECORDED

7. B. 23, , 19 78 This Indenture, made BETWEEN COUNTY OF INGHAM, a Municipal corporation Court House, Mason, Mi.

party

DEXTER G. BRUNO, a single man, and JANICE M. BRUNO, a single and

FEB 28 3 34 PH '78 REGISTER OF DEEDS Paula Johnson INGHAM COUNTY, MICH.

party of the second part,

whose address is 6252 Nichols Rd., Holt, Michigan.
WITNESSETH. That the said party of the first part, for and in consideration of 2One Thousand and No/100 (\$1,000.00)

to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents, grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, 3 his heirs

FOREVER, all that certain piece or parcel of land situate and being in the County of Ingham

Township

and State of Michigan, and described as follows, to-wit:

Beginning on the N-S 1/4 line 33 ft. North of the South 1/4 corner of Sec. 31, T3N, R2W, Delhi Twp., Ingham County, Michigan; thence West 336 ft. parallel to South Sec. line; thence North 100 ft.; thence East 336 ft. to the N-S & line; thence South 100 ft. to the point of beginning.



Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold the said premises, as herein described, with the appurtenances, unto the said party of the second part and to 3 his heirs and assigns, FOREVER. And the said party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and and assigns, that at the time of the delivery of these presents agree to and with the said party of the second part, 3 his heirs he is well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever and that he will, and his heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims whatsoever. When applicable, pronouns and relative words shall be read as plural, feminine or neuter. In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written, Signed, and Delivered in Presence of Stabenow County Commissioner County Lynette S. Outwater

STATE	OF	MICHIGAN,
DIMIL	OI.	TALL CITTORY ITAL

on Feb. 23
before me, a Notary Public, in and for said County, personally appeared
Debbie Haben of Lings Brewer (both County
Commissioners)

to me known to be the same person

described in and who executed the within instrument, who

acknowledged the same to be their free act and deed.

Prepared by; William Rogers 2086 N. Cedar St. Holt, Michigan

Notary Public, Ingham
My commission expires 10/20/80 County, Michigan,

SEE FOOT NOTES ON OTHER SIDE

43504

Delhi #4/

WARRANTY DEED STATUTORY FORM FOR INDIVIDUALS

KNOW ALL MEN BY THESE PRESENTS: That	LEON W. NOR	TH and JANET	TE M. NORT	H, husban	d and wife
whose street number and postoffice address is		ırg, Holt, M		8842	
Convey and Warrant to	INGHAM COUNT	TY, a Public	Corporati	on	
whose street number and postoffice address is	Courthouse,	Mason, Mich	igan 4885	4	
he following described premises situated in the nd State of Michigan, to-wit:	Township	of De	lhi	County of Inc	gham
(0.5)				R	ECORDED
(See legal descript	ion - attach	ned as Exhib.	it "A")	JAN 311	3 33 PM '8
PAL S MI	CHIGAN TO THE STATE OF CHIGAN TO THE STATE OF THE STATE O	REAL ESTM TRANSFER 1 1 2 4. 3	NTE & TAX % U %	REGIS:	FER OF DEEDS
1					
including all of Lessors' November 11, 1985, record	interest in ed in Liber	the Oil and	d Gas Leas	e dated	
or the sum of ONE HUNDRED TWELVE TH	OUSAND NINE	HUNDRED TWEN	TY-SIX and	l No/100th	s
abject to easements and restric	(\$112,926.	00) Dollars-			_
Signed and Sealed in presence of arry Safe from Salatum Robert C. Moore STATE OF MICHIGAN		Leon W.	North M	nd Sealed: Not l	(L.S.)
OUNTY OF INGHAM	SS.				(L.S.)
The foregoing instrument was acknowledged before n y *(2)		h da	y of Decemb	er	19 86
WV 11 31	*(3) Dalo Dale A. Rutt	a. Rut	ttan	
March 26 March 26	_19_90	Notary Public,	Ingham		County, Michigan
Note: (1) insert date (2) insert name of person(s)	acknowledged (gran	ntor) *(3) signatu	ure of person tak	ing acknowledgr	nent
GHAM COUNTY TREASURER'S CERTIFICATE HEREBY CHITICATE INC. AND THE SET OF THE			City Treasurer	's Certificate	
Money R. More					
20:19 / Don'lld R. Moore, County Treasurer Spen 15. Art 208, 1883 ag amended se note the following: status of each male grantor indicated. The following status of each male grantor indicated. The following status of each male grantor instrument shall be legibly typewritten or stamped uch instrument immediately the signature of such person. Tigget to the deed.	number, if any, of g the acknowledg- I seal of the person notarial act outside higan should be af-		Larry A. 515 N. Ca Lansing,	oitol MI 48933	
GR		After recording re	eturn to: Pur	chaser	
-960					

Delhi #41

Ica

LIBER 1608 PG 509

EXHIBIT "A"

A parcel of land in the North fractional 1/2 of Section 31, T3N, R2W, Delhi Township, Ingham County, Michigan; the surveyed boundary of said parcel described as commencing at the Northeast corner of said Section 31; thence S00°58'38"W along the East line of said Section 31 a distance of 746.00 feet; thence N88°51'10"W, parallel with the North line of said Section 31 a distance of 375.00 feet to the point of beginning of this description; thence S00°58'38"W parallel with said East line 410.00 feet; thence N88°51'10"W parallel with said North line 125.00 feet; thence S00°58'38"W parallel with said East line 1476.34 feet to the East-West 1/4 line of said Section 31; thence N88°46'27"W along said East-West 1/4 line 2142.71 feet to the center of Section 31; thence N88°49'06"W continuing along said East-West 1/4 line 227.25 feet to a point on the Easterly bank of the Grand River; thence along a random traverse on the Easterly bank of said Grand River the following courses: N29°50'25"E 257.32 feet; thence N32°26'28"E 256.79 feet; thence N20°48'46"W 275.32 feet; thence N07°44'05"E 238.90 feet; thence N20°48'46"W 275.32 feet; thence N47°48'11"W 202.06 feet to the end of said random traverse; thence S88°32'31"E 521.29 feet; thence S01°27'29"E 251.74 feet; thence S88°32'31"E 521.29 feet; thence N01°27'29"E 251.74 feet; thence S88°32'31"E 449.29 feet; thence N01°27'29"E 251.74 feet; thence S88°32'31"E 499.29 feet; thence N01°27'29"E 300.00 feet; thence S88°32'31"E 499.29 feet; thence N00°58'38"E parallel with said North line 644.00 feet to the point of beginning; said parcel containing 66.80 acres more or less to the water's edge of the Grand River, said parcel subject to all easements and restrictions of record.

0

C.L. 1948, 565.151 M.S.A. 26.571 KNOW ALL MEN BY THESE PRESENTS: That DR. CYRIL WILLIAM HACKETT and HELEN MARTHA HACKETT, Husband and Wife, whose address is 634 Applegate Lane, East Lansing, Michigan 48823 Convey(s) and Warrant(s) to INGHAM COUNTY, a Public Corporation Delhi # 1/2 whose address is Courthouse, Mason, Michigan the following described premises situated in the Township County of Ingham Delhi and State of Michigan, to-wit: RECORDED Please see Schedule A REAL ESTATE * JAH 30 3 33 PH 187 STATE OF MICHIGAN REGISTER OF SEEDS Blue for Survey ENGRAG CESSILY, RICH. for the full consideration of ONE HUNDRED SEVEN THOUSAND AND NO/100 (\$107,000.00) DOLLARS. subject to easements and restrictions of record. Dated this 27th day of February 19 86 Witnesses: Signed and Sealed: (L.S.) Frederick G. Kleibusch STATE OF MICHIGAN COUNTY OF ____ Ingham The foregoing instrument was acknowledged before me this 27th by Dr. Cyril William Hackett and Helen Martha Hackett, husband and wife day of February My commission expires LYNDA J. ROWLEE Notary Public Notary Public Ingham Co. Nelounty, Michigan

Business 515 N. Capitol, Lansing, MI 48933 Instrument Larry A. Salstrom
Drafted by Larry A. INGHAM COUNTY TREASURER'S CERTIFICATE PETITICATE
I HERBEY CERTIFY that West the or PETITICATE PETITICATE
ITILES held by the state or any individual against the
within description, and all TAALS' on asme are paid for
flev years previous to the daile of this instrument, as
appears by the records in this office except as stated. City Treasurer's Certificate 30 19 8 2 Donald R. Moore, County Treasurer Recording Fee_ When recorded return to Ingham County State Transfer Tax _ Courthouse, Mason, Michigan 48843 Send subsequent tax bills

G.R.Pt.

Tax Parcel #

to Ingham County

Courthouse, Mason, Michigan 48843

Delh: #42

LIBER 1608 PG 511

SCHEDULE A

Township of Delhi, County of Ingham and State of Michigan, to wit:

A parcel of land in the South 1/2 of Section 30 and the North 1/2 of Section 31, T3N, R2W, Delhi Township, Ingham County, Michigan; the surveyed boundary of said parcel being described as commencing at the West 1/4 corner of said Section 31; thence S 88°49'06" E along the East-West 1/4 line of said Section 31 a distance of 1994.88 feet to the point of beginning of this description; thence N 00°49'03" E parallel to the West line of said Section 31 a distance of 2998.51 feet; thence S 88°51'10" E parallel to the North line of said Section 31 a distance of 1517.34 feet to a point on the Westerly bank of the Grand River; thence along a random traverse on the Westerly bank of said Grand River the following courses: S 21°25'51" E 357.62 feet; thence S 12°00'53" W 299.66 feet; thence N 73°26'48" W 238.25 feet; thence N 61°21'22" W 455.87 feet; thence S 77°44'15" W 460.39 feet; thence S 31°53'46" W 284.48 feet; thence S 02°40'06" W 482.20 feet; thence S 08°17'21" E 439.61 feet; thence S 39°16'19" E 550.93 feet; thence S 23°22'17" W 489.12 feet; thence S 26°19'39" W 562.19 feet to the East-West 1/4 line of said Section 31 and the end of said Random traverse; thence N 83°49'06" W along said East-West 1/4 line 345.83 feet to the point of beginning; said parcel containing 50.00 acres more or less to the waters edge of the Grand River; said parcel subject to all easements and restrictions of record.

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the BOARD OF COUNTY ROAD COMMISSIONERS OF INGHAM COUNTY, MICHIGAN, whose address is 301 Bush Street, P.O. Box 38, Mason, Michigan 48854, Quit Claim(s) to the COUNTY OF INGHAM, MICHIGAN, whose address is Courthouse, P.O. Box 319, Mason, Michigan 48854, the following described premises situated in the Township of Delhi, County of Ingham, and State of Michigan, to wit:

Beginning at a point thirty-two rods east and ten rods north of the point where the north line of section thirty-one in Town Three North, Range Two West, intersects the east bank of Grand River; thence south twenty rods; thence west to Grand River; thence along said river to a point where an east and west line drawn through the point of beginning intersects said river; thence east to place of beginning; together with and subject to all easements, privileges, rights and agreements described in a certain deed to Edwin W. Bishop and wife recorded in liber 278 of deeds at page 51; and together with and subject to all easements, privileges, rights and agreements described in a certain deed to Mark T. Woodruff recorded in liber 278 of deeds at page 389.

And also hereby conveying the North forty and ninety-six one hundredeths (40.96) acres of the North one-half of the North-east quarter of Section Thirty-one, Town Three North, Range Two West, except the East ten hundred and nineteen (1019) feet thereof and also except portions thereof heretofore conveyed by deeds recorded in the Ingham County Register of Deeds' office in liber 278 of deeds on page 389 and in liber 316 of deeds on page 52. Subject to flowage and driveway rights as contained in former deeds. All of the above described land hereby conveyed being in the said Township of Delhi, Ingham County, Michigan.

for the full consideration of One and no/100	Dollar (\$1.00)		
Dated this 35 day of June, 1998.	*		
Witnesses: Debogan L. Bellows Shella M. Lewis	Signed and Sealed: June H. Pailottini, Chair (L.S.) Sandra F. Montgomery, Board Secretary (L.S.)		
STATE OF MICHIGAN)	(E.G.)		
COUNTY OF INGHAM)ss.			
The foregoing instrument was signed before r and Sandra F. Montgomery , its Chair My commission expires	me this 25 day of June 1998, by <u>June H. Pallottini</u> and <u>Secretary to the Board</u>		
April 16, 2001	Deborah L. Bellows		
	Notary Public Ingham County, Michigan		
Instrument Drafted by: David G. Stoker, Esq.	Business Address: 601 N. Capitol Avenue, Lansing, MI 48933		
Recording Fee:	When recorded return to: Robert Moore, Park Director		
Sales Transfer Fee: Exempt per MCL 207.526(a) & (h)(i)	Ingham County, 630 1/2 N. Cedar St., P.O. Box 178 Mason, Michigan 48854		
Tax Parcel #	Send subsequent tax bills to: Exempt		

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 LAND AND WATER CONSERVATION FUND GRANT LW#26-01860 FOR BURCHFIELD TRAIL/CABIN DEVELOPMENT – MCNAMARA LANDING

WHEREAS, the Michigan Department of Natural Resources has approved the grant request in the total amount of \$500,000 for the grant application titled Burchfield Trail/Cabin Development - McNamara Landing to the Michigan Natural Resources Land and Water Conservation Fund for accessibility improvements throughout the park which includes five new solar powered cabins, 10 feet wide paved path, paved parking spaces for cabins, ramped canoe/kayak launches, well, pump house and distribution system, landscaping and amenities; and

WHEREAS, the Land and Water Conservation Fund Grant in the amount of \$500,000 was awarded for park and accessibility improvements at Burchfield Trail/Cabin Development – McNamara Landing; and

WHEREAS, the required matching funds of \$500,000 will come from previously appropriated County funds reserved for this purpose as required by the Project's Grant Agreement (previously authorized by Board of Commissioners Resolution #20-562 and #21-163) Resolution #20-562 authorized \$310,000 (includes topographical survey) and Resolution #21-163 authorized \$200,000 for a total match of \$510,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners, Ingham County, Michigan, does hereby accept the terms of the Agreement for grant #26-01860 for accessibility improvements at Burchfield Trail/Cabin Development – McNamara Landing 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 five hundred ten thousand (\$510,000) dollars to match the grant authorized by the DEPARTMENT, (of which \$500,000 is required by the Project's Grant Agreement and authorizes an additional \$10,000 for the topographic survey totaling \$510,000).
- 2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
- 3. To construct the project and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement.
- 4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
- 5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budget adjustments consistent with this Resolution to make available \$310,000 into line item 228-62800-937000-TR089 (previously authorized by Board of Commissioners Resolution #20-562).

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budget adjustments to make available the project amount of \$500,000 from the Michigan Department of Natural Resources in line item 228-62800-967000-TR089 and transfer an additional \$200,000 (previously authorized Board of Commissioners Resolution #21-163) from the Trails and Parks Millage fund balance to line item 228-62800-967000-TR089.

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.

<u>Directors Report 2022</u> August 30th- October 4th, 2022 (September 12th, 2022 Park Commission meeting)

<u>Mission Statement:</u> The Ingham County Parks & Recreation Commission and Ingham County Parks Department will provide quality outdoor recreation opportunities and facilities for all segments of our population. We will strive to enhance the quality of life for park visitors and county residents through active citizen involvement, planned acquisition, preservation and professional management of park lands.

- Ongoing continuing design with staff and LAP consultants to go out to bid this winter for two grants at Hawk Island for work to be done on the south side of the lake with piers, accessibility and shade shelters as well as parking improvements. Also for McNamara Landing still targeting for fall bidding on both these projects.
- Ongoing ROWE consulting Lake Lansing South two grants and fencing project. We will be resubmitting this
 project in the fall re-bidding along with the other two projects at Hawk and McNamara landing hopeful that
 contractors will submit bids.
- Worked with Spicer Group on Prime professional services for LLN Maintenance building, LLS Parking Lot and
 easy dock (adding on for the design the QD corner which we will bring to the PC) as well as Bunker Landing
 looking at Winter bidding on this as well. Hopeful to bring a request for the LLN Maintenance building with cost
 estimates still this fall to the Park Commission, then proceed to go out to bid to get actual cost that we then can
 request from the Trails and Parks millage to get built in the near future.
- Tim Buckley turned into the MParks staff final DIRT school grant items, continue to work on obtaining bikes, helmets and other follow-up items, supply chain issues have made this very difficult.
- Worked with staff on phase 2 Parks reorganization staffing request after meeting with the Deputy Controller we plan to bring an updated proposal to the Park Commission in November.
- Attended ongoing Millage progress update meeting with Nicole Wallace, Brian Collins, and Tanya Moore from Spicer group, we also looked at overall prioritization.
- Ongoing meetings with the Tri-Counties Consultant on their process for a Tri-County Regional bike plan Eaton,
 Clinton and Ingham Counties.
- Attended Fair, Parks, Zoo Deputy Controller's meeting.
- Worked additionally with the Attorney's office and Staff on preparation of items for close session concerning Lake Lansing Sanctuary lake documents follow-up for October PC.
- Worked with Kelly, Brian, and Nicole on reviewing resolutions due for September round BOC meetings.
- Conducted weekly Administrative meetings.
- Took two one week vacations, one in August on the Sunset coast and one in September in the UP near Superior; much needed rest and relaxation. Thanks to all my staff and Brian for covering for me in my absence.
- Helped Friends with their quarterly meeting and agenda items.
- Attended a Red Cedar wayfinding meeting.
- Biked several trails and looked at several Trails and Parks projects as well.
- Assisted with grant review and getting letters of support for 2022 MDNR grants.
- Started working on Spark grants with Spicer and staff.
- Visited all the Parks.
- It's starting to feel and look like Autumn each day, so is your opportunities to get out and Re-create your body, mind, spirit, and soul in one of our AWESOME PARKS this AUTUMN! ©



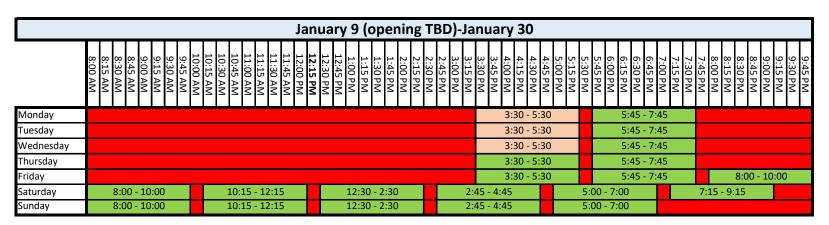


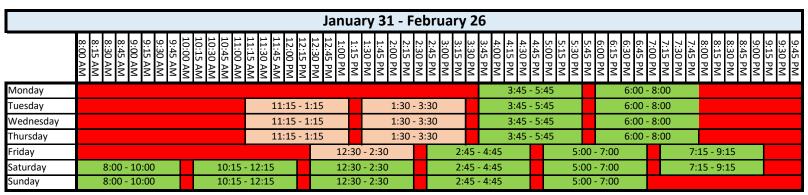
October 2022 Parks Commission Meeting Monthly Managers Report

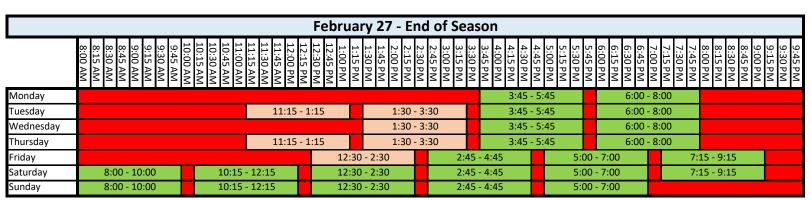
Hawk Island County Park

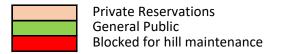
- Attended Millage Progress meetings with Tim, Nicole and Tanya
- Attended South Lansing Business Association general membership meeting
- Attended South Lansing Business Association Board Meeting
- Attended BOC Human Services and BOC Finance meetings.
- Attended several staff meetings.
- Picked up new snowmaking gun.
- Worked with Aurelius Township to install a new bench.
- Set up reservation slots for tubing hill.
- Worked with Landscape Architect and Planners (LAP) on permits and design of south end boardwalk/new cabanas for Hawk Island.
- Worked with Purchasing Department for several bids and Preconstruction meetings.
- Installed new donation benches and concrete approach to fishing docks.
- Reestablished turf around new snow tubing building.
- Began repainting inside bathrooms at Beach House.

2022-23 Snow Tubing Season









2022-23 Snow Tubing Season

1. Private Reservation blocks have been reduced in number from the 2021-22 season.

This allows for more of the general public the ability to utilize the snow tubing hill. People are still welcome to purchase as many tickets per session as they would like.

2. Ticket prices are \$11/person. In the past it was \$8/person for groups of 4+, or \$10/person

This is due to our increased costs for the tubing hill to make it a break even venture.

The group rates are also different this season.

Private reservations (Ingham County Schools and Non-profits) = \$500 flat fee

Private reservations and Non Ingham County Schools = \$500 + additional \$10/person for over 40 people

3. When will tickets be available?

Groups can reserve the "private reservation" slots starting now! Do not make any reservations before January 9th though.

General session tickets will go on sale November 1 for sessions starting January 9 - February 26th.

General session tickets for sessions prior to January 9th will be available as soon as an opening date is set.

If we do open before January 9th, it will be posted on our website and social media at least 2 days before opening sales.

4. The latest time blocks go are until 9:15pm instead of 10:00pm in past years.

This is because the majority of staff is under 18 in High School so they cannot work past 10:00pm

5. Why are there less "private reservation" slots at the beginning and end of winter?

This is because these months require increased maintenance/snow grooming on the hill due to conditions, snowmaking, etc.

6. How much snow does it take until you can open?

To fully open all 4 lanes, it takes approximately 1 millions of gallons of water, which is pumped out of the lake.

7. What is the minimum age that can use the hill?

All ages can use the hill as long as they can safely get in and out of their tube.

8. How many tubes can go down the hill together?

4, unless conditions do not allow.

9. How many people are allowed per session.

Hill capacity is 85 people.

Lake Lansing Park Report – September/October

Highlights:

Attended Staff and Manager Meetings

Meeting with Tim, Spicer, and Nicole regarding entrance sign development and grant supplemental info

Met with ROWE, LAUX, boat launch neighbors, and fence contractor to talk about fence replacement and gate locations and launch replacement.

Attended Park Commission meeting

Discussed disc golf course with staff

Met with concrete tee contractor and staff to go over pad construction

Solicited Letters of Support for LLN Playground grant

Worked with Tim on possible LLS project changes

Took old QD corner sign to get sandblasted and painted

Met with Feliz Rodriguez regarding hosting possible Juneteenth celebration with Meridian Twp.

Involved with Lake Lansing hunting and fishing discussions

Attended SAD meeting

Water samples

Attended Friends of Ingham County Parks meeting (Zoom)

Meeting with Playmakers regarding Autumn Classic setup

Set up parking area and attended Autumn Classic

Worked with staff on LLS fence projectAttended beach and water cleaning robot demonstration















LAKE LANSING DOCK MAINTENANCE PLAN

YI	EARLY INSPECTIONS
	Inspect helical piles-determine if any need to be addressed.
	Check all decking-determine if any boards need to be replaced, cleaned of debris, assess all screws
	Check all boat cleats (determine if need to be tightened, replaced, etc.)
	Check all benches on the end of whether boards need replaced, frames need paint touch up
	Check all railing integrity, and solar lights, as well as fishing rod holders
W	EEKLY INSPECTIONS
	Check decking of any possible trip hazards, screws, or repair needs (cleats, boards, toe kick railing)
	Check benches and fishing rods
	Check surrounding water around the dock of possible things that need to be addressed
	Check the transition area from sidewalk onto dock
	Check for vandalism
	Check Trex railing and fencing
D	AILY INSPECTIONS
	Any boards or screws that need to be addressed
	Vandalism or graffiti
	Clean up any mess from fishing people (trash, bait left, etc.)
	Check for any major issues as walking dock
	Scan water for any hazards



OTHER MARINA MAINTENANCE PLANS

Petoskey City Marina

Ian Londo (Assistant Park Manager-Lake Lansing) previously employed with the City of Petoskey as assistant to the Harbour Master from 2001-2010

Dock Maintenance plans yearly: The yearly plan maintenance plan was similar to the above plan. The only difference was we had budgeted an amount to replace a certain amount of boards and cleats yearly on top of our yearly plan due to the docks age of wood and supplies, which allowed us to slowly repair anything necessary and give us a new upgraded decking.

Every other year we would power wash all the decking to get rid of any dirt and grim. This gave the dock a new looking appearance and helped get rid of any dirt, grim, algae, that would cause the boards to break down quicker.

We also installed bubblers every fall to help combat any ice damage through the winter

Harbor Springs Marina

The Harbor Springs Marina has a similar plan to Petoskey. However, they have now replaced all their decking with Trex material. They still inspect all material yearly, and throughout the season. However, the dock needs far less repair due to this material and only needs to be power washed every couple of years.

Bay Harbor Marina

Bay Harbor Marina is very similar to Harbor Springs as they have Trex decking as well. They also have floating piers so as winter nears they will raise their docks out of the water to prevent damage.

Key Points

- We will not be staining or sealing the decking. This would be hard to contain and not drip major amounts of stain into the lake, which would affect the lake quality and the plants and animals that are in the lake as well as others that come to the lake for food, and water. This would also cause problems with our swim area and potentially involve ramifications from the DNR and EGLE. Second, this would be a major expense that can be avoided with a bi-annual power washing of the dock to help preserve and still have that new looking façade.
- ☐ If needed at the end of the fishing area we will purchase bio friendly boating deck soap to address any messes from bait, fish, etc. to help with the clean up so stains do not become an eye sore.



- □ Electrical will be run to the end of the dock soon with the grant that includes the new bathhouse. When the dock was constructed we purchased a number of bubblers to surround the dock during the winter months to help combat ice damage. Once this electric is installed, we will be placing these yearly. This will help with the helical piles integrity as well as any damage the ice may cause to the wooden structure.
- ☐ If staining or sealant is preferred by the parks commission, boards will need to be stained in the shop prior to installation. This could be done. However, this would also cause delay in any repairs that may need to be addressed promptly, or cause miss matching of deck material, as well as adding a major task to our already full yearly and daily park tasks.

"Sounds of Summer" 2022

The 2022 Bandshell "Sounds of Summer" Concert Series was a huge success. We hit record numbers in many aspects, including "Red Can" donations, 50/50 raffle, and attendance. As the concert season progressed, we recognized what worked well for us and what didn't and were able to make the appropriate changes.

Red Can Donations

Red Can's popularity continued to grow this year. Our "Red Can" Donation buckets help make the "Sounds of Summer" concert series possible. Each concert evening, during intermission, park staff/ bandshell committee members walk around the crowd with these donation buckets. Since we do not charge for parking or admission to the concerts, "Red Can" allows individuals to give back and support the concert series, without having to do a full sponsorship. This money is then used to help pay the bands, keep the concerts free, and for general maintenance to the Bandshell area.

The highest "Red Can" donation evening was on Aug 12, while Frog King performed a Neil Diamond tribute. The total for that evening was \$1,024. Our "Red Can" total for the entire season is \$6,565.50.

50/50 raffle

50/50 grew this year as the concert season progressed. When the season started, the 50/50 deposit was staying in the mid \$100's, then grew to a \$411 deposit at the final concert. We sold 14,231 tickets total, raised \$5,164, and deposited \$2,580.

Bands/ Genres

There was a mix of both returner and new bands that performed at the Bandshell this year. Thanks to Aengus and Coe's leadership, we were able to obtain some bands that brought a

great energy that we haven't had before. We hope to carry this energy into future concert seasons!

Sponsors

Previously, our sponsor options were the "Presenting Concert Sponsor" for \$500 and the "Supporting Concert Co-Sponsor" for \$300. CATA and Grewal Law donated over that amount, but at that time we didn't have a tier to describe it. For the 2022 season, we changed it up and added more Sponsorship Tiers. The 2022 Bandshell Marketing Intern Hannah, created a Sponsorship Trifold which is an easier document to hand out to potential/interested sponsors.



We promoted all sponsorship opportunities through flyers, pamphlets, and Facebook. Our Platinum level (\$6000) sponsor was Grewal Law. Our Gold level (\$1500) sponsor was CATA. Our Silver level (\$400) sponsors were Culvers, Blue Gill Grill, Burcham Hills, Graff Chevy, H&H Mobile, Haslett Okemos Rotary Club, Ideal Mortgage, Ingham County Medical Care Facility, JD Landscape and Haulaway, Kiwanis Club, LLPOA, Mayfair, Meijer, MSUFCU, Music Instrument Swap, Playmakers, Two Men and A Truck, and Watershed. We had 18 sponsors this season and are looking to continue to grow that number in the future by offering the sponsors more benefits and exposure. We had sponsor/vendor presence almost every concert evening!

A new kind of vendor we tested out this summer was food trucks. Ashley's Ice Cream Extravaganza was at almost every concert evening and had an electric cart that they rode around on. Big Cheezy LLC was at just the final concert and was a huge hit. We hope to continue bringing different vendors to the concert series going forward.

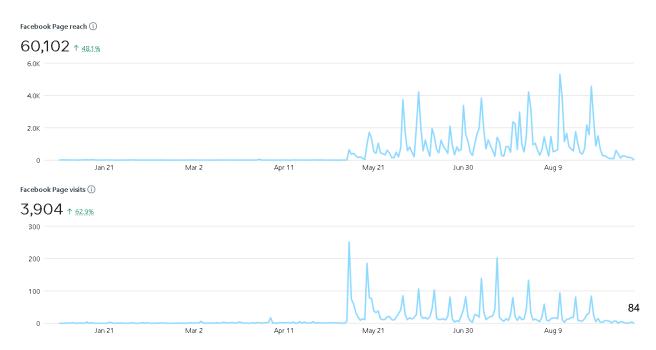
Bandshell Buddies

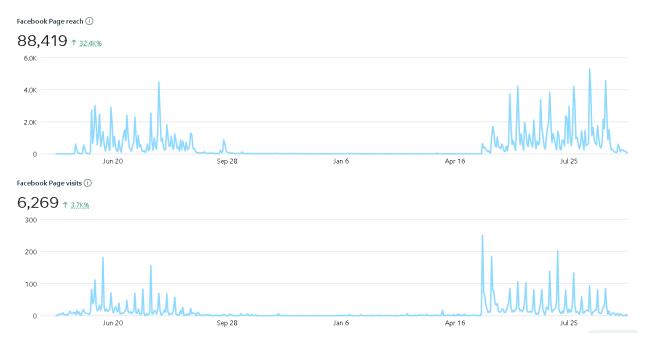
This year we tested out a new kind of sponsorship, called the Bandshell Buddy. The "Bandshell Buddy" is a \$100 donation for individuals, families, and organizations in support of a specific night or of the "Sounds of Summer" concert as a whole. Participants received recognition in the program on the evening of their choice and an honorable mention at intermission. We received 8 Bandshell Buddies over the course of the season.

We also introduced Venmo to the concerts as a way to become a bandshell buddy or to donate to the concert, like one would with Red Can. We had 4 Venmo transactions for the duration of the summer, 2 being Bandshell Buddies, and 2 being donations during the concerts.

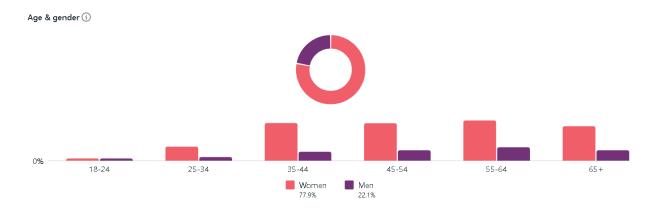
Facebook growth

Between Facebook comments and buzz, the Bandshell was definitely a topic of conversation for a lot of people in the community this summer. Our Lake Lansing Bandshell Facebook page following has grown from 663 at the beginning of May, to now 1619 followers.

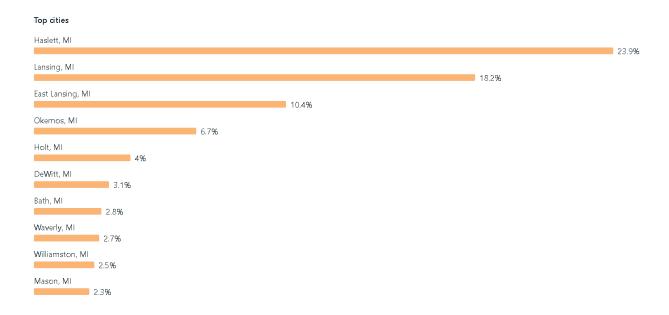




In the first graphic, on the bottom of the previous page, is this year's Facebook reach and Facebook page visits (ytd). The graphic above, shows last year's (left) compared to this year's (right) Facebook reach and page visits. Throughout the last two summers the Lake Lansing Bandshell Facebook page has reached 88,419 people with its posts, through its followers and from people sharing the posts. For reach, 60,102 people of the 88,419 happened in summer 2022.



The above figure shows the age and gender of our Facebook followers. Majority, 77.9%, of our Facebook followers are women. Nearly 19% of our Facebook audience are women aged 55-64.



The final above figure shows the approximate location of the cities where our followers live. As you can see, nearly ¼ of our Facebook audience is from Haslett.

We also tested boosting a Facebook post to see if it could help us gain any other last minute sponsors before the start of the season. Our budget for this Facebook Ad was \$14. We started the post "boosting" on May 19, 2022 for a duration of 7 days. We reached 740 with this boost and spent \$13.99 of the \$14 budget. Unfortunately we did not receive any direct sponsor conversations started because of this Ad, but it was a great way to get the word out about the sponsorship opportunities offered and a great learning experience.

Attendance

As our Facebook page continued to grow in followers, so did our attendance at the concerts. Our lowest concert attendance was 214 people for the Sea Cruisers, as it was raining. Our highest attendance was estimated at 1214, while Frog King performed a Neil Diamond tribute. The energy grew at each of the concerts as more people got out of their seats and danced in front of the stage. The attendance summary for the entire series was 10,198 people.

Guest Emcees

We tested incorporating guest emcees at the end of 2021 season with MoJo during the Showdown Rock concert. Since there was a great reaction from the crowd, we continued it this year and were able to have guest emcees at 6 of the 13 concerts. The guest emcee's were David Andrews and Monica Harris, Chris Tyler, Liam the Extra Large leprechaun, Holly Harper, MoJo, Sherry Jones, and Deb Hart. The evenings when we didn't have guest emcees, our Bandshell committee members helped emcee the concerts.

Bandshell Committee Growth

Our Bandshell committee has grown from 6 people to now 11 members, helping assist in the weekly bandshell duties and aiding with Bandshell decisions. The Bandshell committee will resume meetings in October to start the planning process of "Sounds of Summer" 2023.

Updates to the structure

This summer, we were able to make some much needed upgrades to the Bandshell.

The first were some beautiful flowers that were added to the front of the Bandshell stage.

A special thanks goes out to the HBA volunteers for their contribution to the flower bed design and helping keep the flower beds looking amazing this summer!

Next, was a giant fan from Skyblade Fans. This addition was great for the bands that performed during the concert series, but also those who made Bandshell reservations. The fan was used at each concert once it was installed and each band was very appreciative about the extra cool breeze while performing. The fan was installed June 17th, 2022.

The third upgrade the Bandshell had was a fresh coat of paint on July 14th. We changed the color of the beam to a "Madonna Blue" to match the color of the roofing of the main shelter. The walls were also power washed and a new coat of white paint was applied.

MACC Grant

In January, Melissa Sigh, Aengus and Coe submitted an application to the Michigan Arts and Culture Council for a grant for the Lake Lansing Bandshell. In March, the grant was approved. The grant narrative was, "As we aim to increase attendance in 2022, we will use MCACA funding to 1) cover a portion of musician fees, and 2) create a community mural."

The grant installment is done in 2 stages. The first portion is sent to us once we complete and mail thank you letters to the governor and senator for supporting the MACC. The second portion of the grant is sent once the final report is submitted, which confirms what the funds were used for.

As shown above, we planned on using these funds to help pay the bands and have a community mural painted onto the Bandshell walls. Unfortunately, we were not able to get the mural process started until later in the season.

Aengus, Coe and Hannah are now working to take the next steps in making the mural vision a reality. This is done by creating a muralist application, figuring out what elements we would like to see in the mural, designing the mural guidelines, developing a timeline, meeting with the Lansing Art Gallery, crafting a captivating press release/call to artists, and working with Kelly Burkholder to put the information onto the Ingham County Parks website. Our plan is now to have the muralist decided by mid-november and have the mural completely by spring 2023. We used the MACC funds to help pay for the bands who performed during the "Sounds of Summer" concert series and to prep the Bandshell for the mural, with a power washing and a fresh coat of white paint.

Next Summer

We hope to continue to grow our audience base and to reach more people. We are already starting on the band lineup for the 2023 concert series and are hoping the earlier decision can lead to more sponsorships and more excitement for "Sounds of Summer 2023"!

We are looking to increase attendance and exposure by developing an even better lineup and continuing to bring new attractions, like food vendors, to the concert series. Next year we also hope to broaden our audience even more by hopefully attracting more diverse ages and cultures to the concert series.

2022 Band Shell Weekly Revenue and Attendence

Band Cost	\$600.00	\$700.00	\$800.00	\$800.00	\$500.00	\$1,200.00	\$650.00	\$600.00	\$1,200.00	\$700.00	\$1,200.00	\$600.00	\$800.00	\$10,350.00			
Attendance	550	870	830	675	630	536	214	632	1114	723	1214	1056	1154	10198			
Winning Ticket Number	919779	92026	2216599	2217238	201212	201707	202383	756237	756798	757942	555551	139234	203890				
50/50 Deposit	\$135	\$195	\$107	\$160	\$140	\$121	\$29	\$160	\$298	\$171	\$365	\$283	\$411	\$2,575			
50/50 Donated Back	\$135	\$195	\$112	\$160	\$141	\$121	\$30	\$160	\$238	\$172	\$366	\$283	22				
50/50 otal Raised	\$270	\$390	\$224	\$320	\$281	\$242	\$59	\$320	\$596	\$343	\$731	\$566	\$822	\$5,164			
Red Can														_			
														82			
Buddy Contribution	\$298.00	\$100.00					\$100.00			\$198.95				\$696.95			
Buddy Buddles Contribution	61 Mendan Lone, il. Decentry, With Weather \$298,00	VanAtta Green House And Flower Bop \$100.00					All Tool Repair \$100.00			Assessations, Deleted grow, connect December \$198,95				\$ 969\$			
Bandshel Buddles	is mendan sons, is Despatry, with treater	Van Atta Green House And Flower Stop	\$900	\$400	\$400	\$400	All Tool Repair		\$400	Assessmitters, believing me, care of Donahae	\$800		\$400		\$6,000	\$1,500	\$14,800
	\$800 inwedence, is bestry, to be abset	Van Atta Green House And Flower Stop	LLPOA & Meijer \$900		Burcham Hills		Ideal Mortgage & Kiwanis \$800 All Tool Repair	Playmakers & Culvers \$800		Two Men and A Truck \$400 Assessment Deliving inspectments	MSUFCU & JD Landscape		H&H Mobile \$400		Grewal Law \$6,000	CATA - Inflatables \$1,500	Total Spansarships \$14,800
Spontor Bandshel Buddles Contribution	is mendan sons, is Despatry, with treater	\$800 Van Atta Green House And Flower Prop		Brenda Loomis Haslett Okemos Rotary Club \$400		Glen Erin /Crossbow Ingham County Medical Cure Facility \$400	\$800 All Tool Repair	\$800	Stone Street Revival Music Instrument Swap \$400	\$400 Assessmins beleaging payed beauties							ı

^{(8/19 ·} Took \$113.39 out of 8/12 RC forpizza)

* 6/24 Red Can = Donated to Scott Bates Cancer Fund, Drummer of Brenda Loomis Band

\$14,800.00	\$696.95	\$6,577.50	\$19.42	\$2,575.00	\$24,668.87	\$10,350.00	\$1,802.14	\$120.53	\$3,962.00	\$2,160	\$1,617.05	\$345.00	\$24.00	\$20,380.72
	Bandshell Buddy Total	-	Venma Red Can	50/50 keep Grant	Total Income	<u></u>	Printing and Materials	n =	gu	Powerwash & Painting	Electric		Thank You's	Total Expenses

\$4,288.15

Balance

Burchfield Park September/October Manager's Report

- Hosted Cross Country Invitational race on Sept. 13th 9 schools and 140 runners
- Met MIAC Grant requirements and completed reimbursement form for Dirt School
- Continue to make improvements to new snow tube/sled hill
- Close and tear down swimming beach for the season
- Quarterly well water samples and EGLE testing
- o Purchase large 12ft. trees for volunteers to plant later this month
- o Coordinate volunteer workday with Mason High School
- Hosted Dirt School volunteer day on Saturday Oct 1st organized by MMMBA in coordination of MSU Dept. of Community Sustainability. Large group made safety upgrades to fall zones next to ramps and track structures
- o Attended parks staff meeting
- o Cut and removed several downed trees from trails and park roads
- o Continue old wooden gate removal and new steel gate install at outer parks
- North Bluff bathroom roof repairs
- Trumble Group LLC roof replacement project is nearing completion. A total of six buildings were fitted with standing steel roofs
- o Install MGROW donated kiosks at three river access sites



Leveling Hill Grade



Tree Cleanup Day from Strong Storms



Old Wooden Gates Removed at McNamara



Large Barrier Rocks Being Delivered at Park



Trumble Construction Crew Removing Shingles Park Staff Repairing Skylight Openings





New Steel on Tractor Shed



MGROW Kiosk



More Tree Fun

September - Parks Office Monthly Report

Meetings/Trainings

MIAC Grant Follow-Up meeting Friends Meeting Activity Indicators Meeting Phase II Reorganization Meeting Staff Meeting

Contracts/Resolutions

Drafted/edited/submitted the following resolutions:

- Accepting Grant TF21-0057
- Accepting Grant TF21-0118
- Laux Amendment Boat Launch Fencing
- Northern Michigan Spray Foam
- Crawford Door Company
- Bowman Contracting and Concrete
- MSU MOU

Customer Service

Had a booth at Unity in the Community.

We received 160 phone calls in the month of September.

Website

Continued to edit the website to keep the public informed of the status of the parks.

Accounting/Budget/Payroll

Our Account Clerk entered in batches of invoices and processed payroll. Prepared financial report and worked on bank rec.

	Revenue			
208 Fund	Original	Actual	Available	Percent
570000 State Grants	68,075.00	-	(68,075.00)	
600000 Shelter Fees	66,500.00	93,545.50	27,045.50	141%
600100 Disc Golf Fees	22,000.00	26,464.00	4,464.00	120%
610100 Boat Rental	22,500.00	12,251.00	(10,249.00)	54%
610200 Canoe/Kayak Rental	37,500.00	18,147.00	(19,353.00)	48%
620000 Boat Launch Fees	17,000.00	12,410.25	(4,589.75)	73%
630000 Ski Rental	8,000.00	14,080.50	6,080.50	176%
641000 Food Concessions	48,150.00	65,902.70	17,752.70	137%
641120 Snowshoe Rental	-	484.00	484.00	
652000 Parking Fees	350,846.00	353,195.92	2,349.92	101%
652100 HI Snow Hill Admissions	72,000.00	126,434.00	54,434.00	176%
669130 Game Rental	1,000.00	1,670.00	670.00	167%
669140 BUR Tube Rentals	4,000.00	5,685.00	1,685.00	142%
669141 Dog Park Revenue	10,000.00	11,273.00	1,273.00	113%
669145 Park Patron Pass	-	798.00	798.00	
688220 Misc Revenue	1,000.00	1,722.58	722.58	172%
671000 Day Camp	10,000.00	7,600.00	(2,400.00)	76%
676020 Donations	-	200.00	200.00	
Total Collected Revenue	738,571.00	751,863.45	13,292.45	102%
698010 Carry Over Surplus Used	621,985.00	-	(621,985.00)	
699000 Revenue TSF IN - F101	2,036,518.00	509,129.50	(1,527,388.50)	25%
699228 Revenue TSF IN - Millage 228	51,500.00	51,500.00	-	100%
699500 Revenue TSF IN - CAP IMP	102,000.00	102,000.00	-	
Revenue Total	3,550,574.00	1,414,492.95	(2,136,081.05)	40%
	Personnel Service	es		
208 Fund	Original	Actual	Available	Percent
704000 FT Wages	781,416.00	606,708.50	174,707.50	78%
705000 Seasonal Wages	728,384.00	507,792.41	220,591.59	70%
706000 FT Overtime	4,783.00	5,739.37	(956.37)	120%
706100 On Call Payments	5,320.00	1,960.00	3,360.00	37%
706700 Seasonal Overtime	1,787.00	1,715.80	71.20	96%

708000 Meeting Fees	9,750.00	4,275.00	5,475.00	44%					
713000 Misc Fringes	-	-	-						
714000 Unemployement	3,942.00	5,408.48	(1,466.48)	137%					
715000 Fica County Share	60,216.00	84,624.33	(24,408.33)	141%					
715050 Liability Insurance	2,187.00	6,208.55	(4,021.55)	284%					
716020 PHP Health Insurance	180,779.00	130,268.75	50,510.25	72%					
716030 Health Waiver	3,784.00	2,837.43	946.57	75%					
716035 Retiree Hlth Ins Chargeback	41,419.00	28,622.40	12,796.60	69%					
716040 Retiree Hlth Ins Trust Chg	35,420.00	28,877.26	6,542.74	82%					
716100 Dental Insurance	10,809.00	7,356.53	3,452.47	68%					
716200 Vision Insurance	1,558.00	1,058.22	499.78	68%					
716450 Seperation Buyout Chgback	13,778.00	11,236.59	2,541.41	82%					
717000 Life Insurance	1,522.00	1,044.92	477.08	69%					
717100 Disability Insurance	806.00	558.47	247.53	69%					
718000 Retirement Program	194,804.00	136,225.11	58,578.89	70%					
718500 Retirement Defined Contr.	7,609.00	5,807.96	1,801.04	76%					
720000 Longevity	7,000.00	-	7,000.00	0%					
722000 Wkcpmp Insurance	-	3,434.92	(3,434.92)						
Personnel Services Total	2,097,073.00	1,581,761.00	515,312.00	75%					
Controllable Expenses									
	Controllable Expen	1Ses es							
208 Fund	Controllable Exper	Actual	Available	Percent					
208 Fund 726011 Concessions	•		Available (86.19)	Percent					
	Original	Actual							
726011 Concessions	Original 33,400.00	Actual 33,486.19	(86.19)	100%					
726011 Concessions 728000 Printing & Binding	Original 33,400.00 12,000.00	Actual 33,486.19 4,163.26	(86.19) 7,836.74	100% 35%					
726011 Concessions 728000 Printing & Binding 729000 Postage	Original 33,400.00 12,000.00 4,500.00	Actual 33,486.19 4,163.26 688.95	(86.19) 7,836.74 3,811.05	100% 35% 15%					
726011 Concessions 728000 Printing & Binding 729000 Postage 730000 Office Supplies	Original 33,400.00 12,000.00 4,500.00 2,800.00	Actual 33,486.19 4,163.26 688.95	(86.19) 7,836.74 3,811.05 1,352.97	100% 35% 15% 52%					
726011 Concessions 728000 Printing & Binding 729000 Postage 730000 Office Supplies 731000 Photo-Copying & Supplies 734000 Non-Capital Equipment 22P07 Rental Equipment All Parks	Original 33,400.00 12,000.00 4,500.00 2,800.00 600.00	Actual 33,486.19 4,163.26 688.95 1,447.03	(86.19) 7,836.74 3,811.05 1,352.97 600.00	100% 35% 15% 52% 0% 34% 88%					
726011 Concessions 728000 Printing & Binding 729000 Postage 730000 Office Supplies 731000 Photo-Copying & Supplies 734000 Non-Capital Equipment 22P07 Rental Equipment All Parks 740000 Maintenance Supplies	Original 33,400.00 12,000.00 4,500.00 2,800.00 600.00 4,900.00 50,000.00 130,136.00	Actual 33,486.19 4,163.26 688.95 1,447.03 - 1,677.57 44,107.02 102,450.75	(86.19) 7,836.74 3,811.05 1,352.97 600.00 3,222.43 5,892.98 27,685.25	100% 35% 15% 52% 0% 34% 88% 79%					
726011 Concessions 728000 Printing & Binding 729000 Postage 730000 Office Supplies 731000 Photo-Copying & Supplies 734000 Non-Capital Equipment 22P07 Rental Equipment All Parks 740000 Maintenance Supplies 743000 Other Supplies	Original 33,400.00 12,000.00 4,500.00 2,800.00 600.00 4,900.00 50,000.00	Actual 33,486.19 4,163.26 688.95 1,447.03 - 1,677.57 44,107.02	(86.19) 7,836.74 3,811.05 1,352.97 600.00 3,222.43 5,892.98	100% 35% 15% 52% 0% 34% 88% 79%					
726011 Concessions 728000 Printing & Binding 729000 Postage 730000 Office Supplies 731000 Photo-Copying & Supplies 734000 Non-Capital Equipment 22P07 Rental Equipment All Parks 740000 Maintenance Supplies 743000 Other Supplies 745000 Uniforms	Original 33,400.00 12,000.00 4,500.00 2,800.00 600.00 4,900.00 50,000.00 130,136.00 27,031.00 7,500.00	Actual 33,486.19 4,163.26 688.95 1,447.03 - 1,677.57 44,107.02 102,450.75	(86.19) 7,836.74 3,811.05 1,352.97 600.00 3,222.43 5,892.98 27,685.25	100% 35% 15% 52% 0% 34% 88% 79% 79% 101%					
726011 Concessions 728000 Printing & Binding 729000 Postage 730000 Office Supplies 731000 Photo-Copying & Supplies 734000 Non-Capital Equipment 22P07 Rental Equipment All Parks 740000 Maintenance Supplies 743000 Other Supplies	Original 33,400.00 12,000.00 4,500.00 2,800.00 600.00 4,900.00 50,000.00 130,136.00 27,031.00	Actual 33,486.19 4,163.26 688.95 1,447.03 - 1,677.57 44,107.02 102,450.75 21,275.77	(86.19) 7,836.74 3,811.05 1,352.97 600.00 3,222.43 5,892.98 27,685.25 5,755.23	100% 35% 15% 52% 0% 34% 88% 79%					
726011 Concessions 728000 Printing & Binding 729000 Postage 730000 Office Supplies 731000 Photo-Copying & Supplies 734000 Non-Capital Equipment 22P07 Rental Equipment All Parks 740000 Maintenance Supplies 743000 Other Supplies 745000 Uniforms	Original 33,400.00 12,000.00 4,500.00 2,800.00 600.00 4,900.00 50,000.00 130,136.00 27,031.00 7,500.00	Actual 33,486.19 4,163.26 688.95 1,447.03 - 1,677.57 44,107.02 102,450.75 21,275.77 7,593.51	(86.19) 7,836.74 3,811.05 1,352.97 600.00 3,222.43 5,892.98 27,685.25 5,755.23 (93.51)	100% 35% 15% 52% 0% 34% 88% 79% 79% 101%					

802800 Med Services - Physicals	1,000.00	-	1,000.00	0%
815000 Memberships & Subscriptions	3,500.00	2,159.11	1,340.89	62%
818000 Contractual Services	24,780.00	16,382.35	8,397.65	66%
PAZO1 POS System	36,716.00	18,245.11	18,470.89	50%
861000 Local Travel	3,000.00	1,821.18	1,178.82	61%
861100 In state Travel	3,100.00	2,257.05	842.95	73%
861110 Out of State Travel	-	-	-	0%
890080 Administrative Fees	12,500.00	16,724.13	(4,224.13)	134%
901000 Advertising	10,750.00	753.86	9,996.14	7%
921050 Telephone	7,900.00	5,787.84	2,112.16	73%
921060 Telephone - Long Distance	-	47.23	(47.23)	0%
931100 Maint-Related Contractual	37,433.00	31,589.06	5,843.94	84%
932000 Equipment Repair & Maint	50,470.00	56,975.67	(6,505.67)	113%
942000 Equipment Rental	8,138.00	1,456.53	6,681.47	18%
957120 Sales Tax	3,650.00	4,135.37	(485.37)	113%
957130 Other Taxes	-	1,936.34	(1,936.34)	0%
960000 Training	5,300.00	3,292.00	2,008.00	62%
974000 LL Disc Golf Course	50,000.00	24,965.97	25,034.03	50%
21P03 BUR Dirt School	208,075.00	160,347.71	47,727.29	0%
22P03 LL Tree & Dead Branch Removal	12,000.00	9,300.00	2,700.00	78%
22P08 Bunker Road Landing	112,000.00	4,382.00	107,618.00	4%
22P15 Safety Enhancements	120,000.00	13,885.00	106,115.00	12%
20P02 HI Fence/Gates/Gatehouse	23,863.00	8,760.61	15,102.39	0%
20P03 BUR Gates & Connecting Barriers	40,986.00	22,525.73	18,460.27	
22P06 HI Snow Gun	27,000.00	23,350.00	3,650.00	86%
22P01 BUR Southridge Roof Replacement	45,000.00	-	45,000.00	0%
22P02 BUR Pine Knoll Roof Replacement	45,000.00	-	45,000.00	0%
22P05 Dog Park Floating Dock	45,000.00	-	45,000.00	0%
Controllable Expenses Total	1,248,628.00	682,681.43	565,946.57	55%
	Non-Controllable Ex	rpense		
208 Fund	Original	Actual	Available	Percent
911000 Insurance & Bonds	-	-	-	
915050 Liability Insurance		45.000.00	(45,000,00)	
,	-	15,000.00	(15,000.00)	

921070 Courier Service	1,686.00	1,686.24	(0.24)	100%
921150 Telephone Allocation Costs	-	1,694.01	(1,694.01)	
943000 IT Operations	35,289.00	29,845.59	5,443.41	85%
943010 Equip Service Charge	42,000.00	22,799.76	19,200.24	54%
943020 Equip Service Charge PC	4,678.00	1,037.12	3,640.88	22%
943100 Network Maintenance	18,702.00	9,821.92	8,880.08	53%
944000 Vehicle Service Charge	18,999.00	22,177.44	(3,178.44)	117%
944100 Copier Service Charge	1,538.00	-	1,538.00	0%
Non-Controllable Expense Total	204,873.00	162,937.85	41,935.15	80%
Total Revenue	3,550,574.00	1,414,492.95	(2,136,081.05)	40%
Total Expenses	3,550,574.00	2,427,380.28	1,123,193.72	68%
Difference	-	(1,012,887.33)		

208 Fund Balance as of 1.1.22

\$591,125.76

Projected Fund Balance as of 8.31.22

(\$421,761.57)

Trails & Parks Millage Program Coordinator Report

September 2022

For: Park & Recreation Commission Meeting October 10, 2022

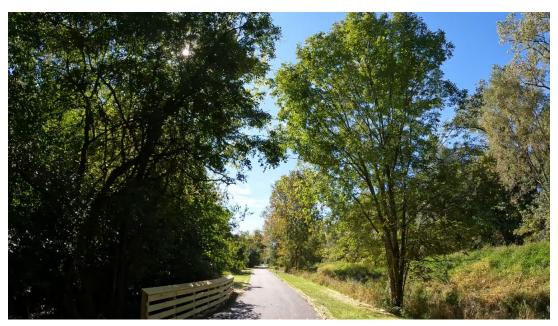
- Continuing to work on paperwork-contracts/short forms/amendments
- Attended TCRPC Regional Trails Plan Advisory Committee Meeting
- Worked with staff on social media updates
- Website updates
- Meeting with Tim, Tanya, Dart staff and George Hayhoe to review phase 2 Holt to Mason feasibility study
- Millage update meeting with Tim, Tanya and Brian
- Coordinated kick off meeting to discuss Red Cedar River wayfinding signage
- Meeting with Jared, Tim, Brian and Kelly to discuss activity indicators and Parks Department Phase II Re-org
- Attended bi-weekly admin meetings
- Attended mParks Trails Focus Group
- Checked out project TR003 and biked East Lansing Northern Tier Trail
- Biked Hayhoe Trail
- Checked out project TR069 Williamston Downtown Water Trailhead & Launch
- Biked Lansing River Trail and checked out project TR108 City of Lansing River Trail Bank
 Stabilization project near Mt. Hope Cemetery and biked Hawk Island loop trail
- Continue to process 7th round contracts
- Presented PowerPoint with Tim at the FLRT 2022 Annual Meeting
- Presented presentation for LA Ride Landscape Architect Cycle Tour
- Attended Ingham County training-Just What is Critical Race Theory Anyway?
- Edited GoPro videos and posted to our YouTube channel: https://www.youtube.com/channel/UClwC1gaJjKNGflbIDlfeY1Q
- Processed 25% upfront payments for the following round 7 contracts:
 - TR097 Vevay Township Master Plan & Design/Engineering
 - o TR096 FLRT Trail Ambassador Coordinator
 - TR108 City of Lansing River Trail Bank Stabilization Mt. Hope Cemetery
 - TR109 City of Lansing River Trail Overband & Crack Sealing
 - o TR095 City of Mason Jefferson Trailhead & Community Garden Improvements
 - o TR103 City of Mason Hayhoe Riverwalk Trail Repair
- Meeting with Tim, Brian, Coe and Tanya to review preliminary DNR grant application scores, and prepared letter of support for LLN grant application
- Reviewed proposals for prime professional for McNamara cabin and LLN accessible trail projects
- Attended full staff meeting



FLRT Annual Meeting







East Lansing Northern Tier Trail Project TR003



Concrete slab for outdoor gym





Sand Volleyball Pit – before/after: the old sand and the posts removed and new liner in followed by the sand and new posts





Stockbridge project TR107 progress: the skatepark and volleyball pit complete, and the outdoor gym will be complete by the end of fall, and bathroom upgrades in progress this fall. The trail, picnic tables, benches, and bike rack/repair station will be done next spring.





Drone shots of Stockbridge Veterans Memorial Park project TR107



Williamston project TR069 new canoe/kayak launch

Millage Projects - Completed

Project No.	Description
TR001	CL - RT - Overlay/Partial Reconstruction
TR002	MT Trail Rehab
TR004	CL - RT - Overband/Crack Sealing
TR005	CL - RTW - Wall and Pavement Repair
TR006	CL - RTW - Moores River Dr Trail Repair
TR007	EL-07-NTT-SWL Bridge (W of Abbott Rd)
TR008	EL-04-NTT-SWL Bridge (W 61 Abbott Rd)
TR009	EL-03-ELT-RC Bridge (Writterinis Fark)
TR010	(EL) CL-22-ELT-RC Bridge (Kalamazoo St)
TR011	EL-05-NTT-SWL Bridge (Harrison Meadows)
TR012	EL-06-NTT-SWL (E of Abbey Rd)
TR013	CL-29-LT-GR Bridge (Oakland Ave)
TR014	CL-26-LT-GR Bridge (Lansing Ctr/ Mich Ave)
TR015	CL-16-LTE-RC Bridge (Potter Pk Zoo Creek)
TR016	CL-20-LTE-RC Bridge (under RR,N of Crego Pk)
TR017	CL-09-LTW-GR Bridge (E of Moores Pk)
TR018	CM-03-HAY-SC Bridge (Cemetery to Gardens)
TR021	MT-07-MIP-DR Bridge (E of Okemos Rd)
TR022	MT-03-PK-DR Bridge (Central Park South)
TR023	MT-05-PK-DR Bridge (NL Moore Park)
TR024	MT-04-PK-DR Bridge (NL Moore Park)
TR025	MT-02-MP-DR Bridge (W of Okemos Rd)
TR026	MT-01-PK-SWL Bridge (Hartrick Park)
TR027	MT-06-MIP-DR Bridge (W of Okemos Rd, Interurban)
TR029	CL - Bank Stabilization, Grand River North
TR030	CL/FLRT - Trail Ambassador
TR032	CM - Hayhoe Trail Extension and Trailhead
TR034	Leslie - Trail Planning
TR035	Aurelius - Glenna Droscha Community Park
TR036	Aurelius - 5 Yr Plan
TR037	CL/FLRT - Trail Ambassador
TR038	CL - Bank StabWash Ave
TR039	CL-09-LTW-GR Bridge
TR042	CL - City Market C/K Launch
TR043	CL - Moores Park C/K Launch
TR045	Leroy - Simmons Memorial Park
TR046	CM - Hayhoe RW Ext - Kerns Rd
TR047	MT - Old Raby Culvert
TR048	Stockbridge - Lakelands Trail Resurfacing
TR049	MT - Okemos Rd Ped Boardwalk
TR050	Delhi - Trail Planning
TR052	Williamston - RC River Water Trail
TR053	Lansing Twp-Waverly Rd Shared Use Path
TR055	CL/FLRT -Volunteer Trail Ambassador Coordinator
TR057	East Lansing - NTT Ped Connection at Riviera Dr

TR062	CL - Trail Connector-Cambridge to Frances Park
TR064	CL - Bridge 18
TR065	CL-Bridge 13
TR066	CL - Bridge 15
TR067	CL - Bridge 14
TR068	MT-MSU to Lake Lansing Connector, Phase 2b-Okemos Road
TR069	Williamston-Downtown Water Trailhead & Launch
TR078	Leslie Twp-Township Grounds Trail
TR079	CL-River Trail Extension-Saginaw to Oakland
TR085	CL/FLRT-Volunteer Trail Ambassador Coordinator
TR092	MT-MSU to Lake Lansing Connector, Phase 3, Shaw St.
TR108	CL - River Trail Bank Stabilization - Mt Hope Cemetery

Millage Projects - In Progress

Project No.	Description
TR003	EL - NTT- Trail R&M
TR028	CL - US 127 Pathways
TR031	MT - MSU to Lake Lansing Trail, Phase I
TR033	EL - NTT - Connection through White Park
TR040	CL-21-LTE-RC Bridge
TR041	CL - Fenner Pathway Extension
TR044	CL - Krueger Landing C/K Launch
TR054	MT-MSU to Lake Lansing, Phase 2
TR056	CL - Bridge 31 Repair
TR058	East Lansing - NTT Ped Connection at Colorado Dr
TR059	IC-Hawk Island Park
TR060	Dansville - Trail Plan
TR061	IC-LLS Park
TR063/TR070	Delhi-Holt to Mason, Phase 1 & 2
TR071	CL-Bear Lake Pathway
TR072	CL-Bridge 26
TR073	CL-Bridge 25
TR074	CL-Bridge 24
TR075	CL-Bridge 12
TR076	CL-Bridge 11
TR077	CL-Bridge 28
TR080	MT-East Lansing NTT Connection
TR081	IC-McNamara Landing (Parking Lot)
TR082	IC-Lake Lansing South Improvements (Access & Fence)
TR083	CL-Red Cedar Water Trail
TR084	IC-Hawk Island Park
TR086	IC-Lake Lansing Boat Launch
TR087	IC-LLN Boardwalk, Phase 1
TR088	IC-LLN Boardwalk, Phase 2
TR089	IC-Burchfield Park - Cabins/Trail
TR090	IC-Burchfield Park - River Access (Riverbend)
TR091	Leslie Twp - Hull Rd. Walking Path
TR093	MT-Regional Trail Map

TR094	Onondaga Twp - Baldwin Park - Kayak Launch/Bridge
TR095	CM - Jefferson Trailhead / Community Garden Improvements
TR096	CL/FLRT - Trail Ambassador Coordinator
TR097	Vevay Township Community Park and 5-Year Recreation Plan
TR098	Leslie Township Grounds Lighting & Recreational Improvements
TR099	Lansing Twp - Waverly Rd Shared Use Pathway, Phase II - Feasibility Study
TR100	Williamston - Memorial Park Trail Planning & Engineering
TR101	Leroy Township - Simmons Memorial Park Improvements
TR102	MT - MSU to Lake Lansing Connector Trail, Phase III
TR103	CM - Hayhoe Riverwalk Trail - Repair
TR104	Leslie Shared Use Path - Hull Rd to S Cameo Dr
TR105	Alaiedon Township - Leek Cemetery Nature Trail & Improvements
TR106	Leslie Shared Use Path - Middle School to Russell Park
TR107	Greater Stockbridge Connectivity & Wellness Park Enhancements
TR109	CL - River Trail - Overband & Crack Sealing
TR110	CM - Columbia Street Bridge - Protected Walkway Construction
TR111	IC - Hawk Island Boardwalk Replacement Phase 3
TR112	CL - Montgomery Drain - Ranney & Red Cedar Park Pathways
TR113	IC - Lake Lansing Park North - MSU-LL Trail Connector



FLRT Trail Ambassador Program Coordinator Monthly Report September 2022

- Promoted FLRT Annual Meeting
- Helped with logistics and execution of FLRT Annual Meeting
 - o Thursday, September 15 @ REO Town Depot
- Ordered, picked up, and installed one set of sponsor signs
- Sought proposals for new membership database software, compared options and sought board approval
- Began implementation and data transfer to new membership database software
- Drafted and scheduled eNewsletter
- Drafted and scheduled social media
- Monitored trail activity updates
- Responded to community requests for information

Sponsorship Stats

Community Name	Mile Markers	Trailblades	Trailheads		
	(Reserved/Avail.)	(Reserved/Avail.)	(Reserved/Avail.)		
City of Lansing	13/56	12/33	0/9		
City of East Lansing	0 / 16	1 / 16	0/5		
City of Mason	0/0	0/0	0 / 0		
Meridian Township	0 / 22	1 / 13	0 / 10		

ABOUT FLRT

The Friends of the Lansing Regional Trails (FLRT) is a membership-based non-profit organization that supports and encourages maintenance, repair, and expansion of the trail system in the greater Lansing area.

What originally began as a group of dedicated trail users has become a multi-municipality, county-wide initiative with the approval of a parks and trails millage. The trail system began as a 2.5-mile section of the Lansing River Trail in1975 and has grown to a network of more than 30 miles through neighboring communities such as East Lansing, and Delhi Township. There are plans to connect to Meridian Township, Mason, and Delta Township.

Regional connectivity through a network of trails is a major component of a healthy community. FLRT engages with several municipalities as they work to make the Lansing region an attractive destination in the state.

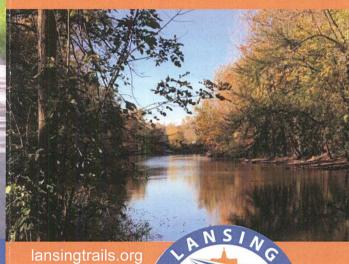
Learn more about how you can be involved by visiting lansingtrails.org.

Scan this QR code to become a sponsor today!

FRIENDS
of the
LANSING
REGIONAL
TRAILS

AGENDA ITEM #10A

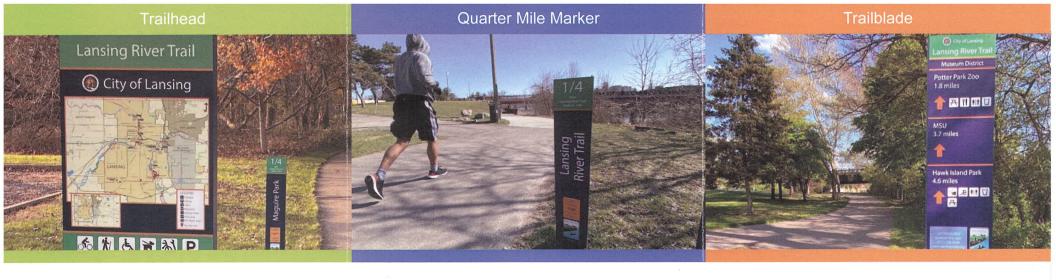
A Guide to Trail Sponsorship



nnecting the Let's be friends!

200 N. Foster Ave., Lansing, MI 48912 info@lansingrivertrails.org www.lansingtrails.org

Connecting the Lansing region since 2014!



FLRT Trail Sponsorship

The Friends of the Lansing Regional Trails (FLRT) is a private, non-profit organization established specifically for the purpose of providing area trail advocacy and support. FLRT offers local businesses and organizations, as well as families and individuals, the opportunity to support area trails by making a financial contribution to the Trail Sponsorship Program.

Funds raised from trail sponsorships are used to carry out programs and activities that support area trails through advocacy, education, promotion, and trail upkeep. This includes the Trail Ambassador Program, which coordinates volunteer cleanup and maintenance activities throughout the region. Sponsors are recognized for their contributions through trail signage (described on the right), logos on the FLRT website, acknowledgement at the FLRT annual meeting, and presence at various FLRT activities.

Sponsorship Levels

The following sponsorship levels are available. Due to costs associated with obtaining and installing signs, FLRT requests a three-year commitment to be paid up front or in yearly installments. You may request a trail segment location which will be fulfilled subject to availability.



Quarter Mile Marker

\$250 annually for a 4" by 6" sign located at available quarter mile markers along several area trails.

Signs are placed on both sides of post.



Trailblade

\$500 annually for a 6" by 8" sign at certain access points and junctions along the trails.



Trailhead

\$2,000 annually for an 8" x 24" sign at Maguire Park or at other major trailhead locations.

Choosing Your Sponsorship Level



Quarter mile marker signs are an affordable way to publicly recognize individuals and families who use and support area trails. They can also serve to memorialize someone special who was an ardent trail user or who otherwise contributed to the community.



Higher levels of sponsorship are perfect for promotion of a business or organization while demonstrating support for area trails.

For more information on Trail Sponsorship opportunities, call 517-258-0246, go to the Donate section of the FLRT website lansingtrails.org/trail-sponsorship or use your phone to

visit the QR code on the back of this brochure.



From: Coe Emens

Sent: Monday, September 26, 2022 11:24 AM **To:** Timothy Morgan < TMorgan@ingham.org

Subject: Fw:

FYI they are getting sandblasted and painted.

Coe F. Emens III, CPRP

Ingham County Parks Department

121 East Maple Street

Mason, MI 48854

Hi Tim,

Cindy Eiseler from Playmakers called to let me know that Coe is an exceptional manager. She stated that he is great to work with, pays attention to detail, good with his employees and always makes sure their event runs smoothing. She wanted me to pass on to the powers at be. I will put in the park commission packet for the commissioners as well.

Great job Coe!!

Kelly Burkholder
Administrative Office Coordinator
Ingham County Parks
121 E. Maple St., Suite 102
Mason, Michigan 48854
517-244-7185
kburkholder@ingham.org
www.inghamcountyparks.org



From: Brian Collins

Sent: Monday, September 26, 2022 2:56 PM

To: debbie.groh@aol.com; Nicole Wallace < NWallace@ingham.org>

Cc: Timothy Morgan < TMorgan@ingham.org >; osbandbodyshop@gmail.com; tayres@aureliustwp.org;

larrys@aureliustwp.org; manderson@aureliustwp.org

Subject: Droscha Park

Now that it is a bit after Labor Day, we are ready to move forward with assisting with the bench installation at Droscha Park. Feel free to take a look over the next week as we prep the site and pour the concrete. Below is the anticipated schedule (weather dependent). We are always happy to help those townships and citizens of Ingham County.

9/27: Excavate for bench/sidewalk 9/28: Form out area and put in sand

10/3: Concrete arrives at 9am and we will pour and finish at that point.

The following week after the concrete has cured we can help install the bench.

Let me know if there are any questions.

Thanks, Brian

Brian Collins, CPRE
Deputy Director
Ingham County Parks
517-676-2233

From: debbie.groh@aol.com <debbie.groh@aol.com>

Sent: Friday, May 13, 2022 11:22 AM

To: Nicole Wallace < NWallace@ingham.org >

Cc: Timothy Morgan < TMorgan@ingham.org; Brian Collins < BCollins@ingham.org;

clerk@aureliustwp.org; waltzg@yahoo.com; osbandbodyshop@gmail.com; tayres@aureliustwp.org;

larrys@aureliustwp.org; manderson@aureliustwp.org

Subject: Re: Ingham Co. Parks Contacts

Hi Nicole, Brian and Tim,

Your assistance to the Glenna Droscha family, and their memorial for the Aurelius Township Glenna Droscha Park is above and beyond the call of duty!

I am very fortunate to have had the opportunity to work with the Ingham County Trails and Parks Program, during my tenure as treasurer at Aurelius Township. Thank you for your consideration and fast response to the family...and Aurelius Twp.

Sincerely,

Debbie Groh

----Original Message-----

From: Nicole Wallace < NWallace@ingham.org >

To: sue.dave.droscha@gmail.com <sue.dave.droscha@gmail.com>; clerk@aureliustwp.org

<clerk@aureliustwp.org>

Cc: debbie.groh@aol.com <debbie.groh@aol.com>; Brian Collins <BCollins@ingham.org>; Timothy

Morgan < TMorgan@ingham.org > Sent: Fri, May 13, 2022 10:21 am

Subject: RE: Ingham Co. Parks Contacts

Good morning Dave, Sue and Tracy,

I checked with our Deputy Director, Brian Collins, and he recommended ordering through pilot rock (pilotrock.com).

Also, he said he would be happy to help with the install if you would like any assistance; if you would like to make it ADA, we can come and pour the concrete pad for the township and install the table.

If you want to proceed and order the ADA table, you can work with Brian once it is in to set up a time for him to schedule help pouring the ADA Pad.

Please feel free to reach out to Brian to discuss details or any questions you may have.

Here is Brian's contact:

Brian Collins, CPRE Deputy Director Ingham County Parks 517-525-3134 bcollins@ingham.org

Thank you,

Nicole Wallace, CTA (*Certified Tourism Ambassador*™) Trails and Parks Millage Program Coordinator Ingham County Parks 121 E. Maple St., Suite 102 Mason, Michigan 48854 517-244-7195 nwallace@ingham.org www.inghamcountyparks.org



From: debbie.groh@aol.com>

Sent: Tuesday, May 10, 2022 11:18 PM

To: sue.dave.droscha@gmail.com

Cc: clerk@aureliustwp.org

Subject: Ingham Co. Parks Contacts

Hi Dave and Sue Droscha,

Here is the Ingham County Park contact for information on your memorial table request:

Nicole Wallace

Ingham County Trails & Parks Millage Program Coordinator PH: 517-676-2233 Fax: 517-244-7190

Nicole and her staff are knowledgeable and extremely helpful.

Thanks,

Deb Groh