

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, September 12, 2022

# Monday, September 12, 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 August 8, 2022 regular meeting will be considered - Pg 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. MOU with MSU Page 8
- B. Motion Visitor Incentive Unity in the Community– Page 14
- C. Lake Lansing Disc Golf Concrete Page 16
- D. Accepting Grant TF21-0057- Page 19
- E. Accepting Grant TF21-0118 Page 36
- F. Laux Amendment Lake Lansing Boat Launch Page 50
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- H. Northern Michigan Spray Foam Page 56

#### 8. ADMINISTRATIVE REPORTS

- A. Director Page 59
- B. Park Managers Page 61
- C. Administrative Office Page 71
- D. Financial Report Page 72
- E. Millage Coordinator Report & Trail Videos- Page 76

#### 9. CLOSED SESSION

**A.** Lake Lansing Sanctuary Lake (Closed Session) Motion to enter into closed session and to return to open session Ingham County Parks & Recreation Commission September 12, 2022 Page 1

#### 10. Board/Staff Comments

- 11. Limited Public Comment ~ Limited to 3 minutes with no discussion
- 12. Correspondence and Citizen Comment Page 84

#### 13. Upcoming Meetings

 Date: Monday, October 10, 2022; Time: 5:30pm Human Services Building Conference Room A 5303 S. Cedar St. Lansing, MI 48911

#### 14. 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 August 8, 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.

<b>Board Members Present:</b>	Matt Bennett, Cherry Hamrick, Stephanie Thomas, Steve James, Simar Pawar, Commissioner Trubac, Bret Marr, Paul Pratt, Nathan Triplett (5:35pm)
Absent:	Commissioner Emily Stivers
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 5:30pm
Minutes:	Moved by Ms. Marr and Supported by Ms. Hamrick to approve the July 11, 2022 minutes of the regular meeting as written: Yes 9; No-0. MOTION CARRIED.

#### LATE ITEMS / CHANGES / DELETIONS None.

**LIMITED PUBLIC COMMENT** 

None.

### ACTION ITEMS

Lake Lansing Playground Upgrade

#### <u>Motion to Support the Resolution to authorize a contract with Penchura Recreation Products and</u> Services for replacements of a portion of the Lake Lansing South County Park Playground

Ms. Pawar inquired about woodchips being placed and safety of the new equipment. Mr. Morgan stated that all of Penchura Recreation products are certified and recommended to have 12 inches of uniform wood carpet and that the new equipment is approved by National Safety standards. Mr. Collins also stated that the company does not want to add onto existing structures due to liability, in which we would want them to assume liability for. Mr. Collins stated that we have a sufficient amount of chips that were recently placed and when Penchura Recreation installs the new equipment they look at safety and the fall zone. Ms. Thomas inquired about colors and Mr. Collins stated that we will stay with neutral colors that are found throughout the park.

### MOVED BY MR. MARR, SUPPORTED BY MS. THOMAS

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.

### THE MOTION CARRIED UNANIMOUSLY. MOTION CARRIED.

Introduced by the Human Services and Finance Committees of the:

### INGHAM COUNTY BOARD OF COMMISSIONERS

#### RESOLUTION TO AUTHORIZE A CONTRACT WITH PENCHURA RECREATION PRODUCTS AND SERVICES FOR REPLACEMENTS OF A PORTION OF THE LAKE LANSING SOUTH COUNTY PARK PLAYGROUND

WHEREAS, the Ingham County Parks Department owns and maintains playgrounds at Burchfield County Park, Hawk Island County Park, Lake Lansing North County Park and Lake Lansing South County Park; and

WHEREAS, the Ingham County Parks Department employs several individuals who are trained on playground safety audits and hold the national certification as Certified Playground Inspectors through the National Recreation and Park Association; and

WHEREAS, during annual playground audits, staff has identified a portion of playground at Lake Lansing South County Park as the structure in most need of replacement; and

WHEREAS, The Board of Commissioners approved resolution #22-242 authorizing up to \$120,000 in funding for safety enhancement projects to these playground; and

WHEREAS, Penchura Recreational Products and Services currently have a General Services Administration (GSA) contract for playground equipment purchases and installation. GSA Contract #GS-07F-0440N: and

WHEREAS, this contract was reviewed by the Ingham County Purchasing Department, and it is their recommendation, with the concurrence of Parks Department staff, to award the contract to Penchura Recreation Products and Services (General Services Administration, GSA).

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves entering into a contract with Penchura Recreational Products and Services (General Services Administration, GSA) for replacement of a portion of the playground at Lake Lansing South County Park in the amount of \$87,535, with a contingency not to exceed \$5,000.

BE IT FURTHER RESOLVED, there are funds available in line item 208-75200-974000 for the project.

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>FD Hayes Electric Company</u> Motion to Support entering into a contract with FD Hayes Electric Company for Electrical Work at Hawk Island County Park

### MOVED BY MS. THOMAS, SUPPORTED BY MS. HAMRICK

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.

### THE MOTION CARRIED UNANIMOUSLY. MOTION CARRIED.

Introduced by the Human Services and Finance Committees of the:

### INGHAM COUNTY BOARD OF COMMISSIONERS

### RESOLUTION TO AUTHORIZE A CONTRACT WITH FD HAYES ELECTRIC COMPANY FOR ELECTRICAL WORK AT HAWK ISLAND COUNTY PARK

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

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

WHEREAS, the Parks Department solicited proposals from qualified and experienced electrical contractors to enter into a contract for the purpose of electrical upgrades and new electrical service to the new snow tube storage building; and

WHEREAS, FD Hayes Electric Company, 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 FD Hayes Electric Company.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves entering into a contract with FD Hayes Electric Company for the base bid in the amount of \$11,050.00 for electrical work at Hawk Island County Park and a contingency not to exceed \$2,000.00, if necessary, for a total cost of \$13,050.00.

BE IT FURTHER RESOLVED, that there are funds available in line item 228-75999-976000-22P06 and 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.

### Transfer of CIP dollars

#### **Motion to Support the Resolution requesting the transfer of CIP Funds from Project 20P12 to Project** <u>20P11</u>

Mr. Morgan stated that with the 2023 budget we are not getting any construction or facilities CIP and the Controller's Office would like to see departments clean up their current capital improvement projects. Mr. Morgan also stated that we are planning on clearing out most of our CIP projects in hopes that we will be able to get more construction or facility projects funded in 2024. Mr. Collins had the idea of pooling our money and moving between accounts in order to finish out some projects. Ms. Pawar and Mr. Pratt concerned that projects will be forgotten about. Mr. Morgan assured the Parks Commission that we would be completing the maintenance buildings at Lake Lansing North in the near future. \$310,000 was included in the Controller's Recommended Budget for electrical equipment included in CIP to replace gas powered equipment with electric equipment.

### MOVED BY MS. THOMAS, SUPPORTED BY MS. HAMRICK

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.

### THE MOTION CARRIED UNANIMOUSLY. MOTION CARRIED.

Introduced by the Human Services and Finance Committees of the:

## INGHAM COUNTY BOARD OF COMMISSIONERS

### RESOLUTION TO AUTHORIZE A TRANSFER OF FUNDS FROM THE LAKE LANSING NORTH STORAGE BUILDING CAPITAL IMPROVEMENT PROJECT TO THE HAWK ISLAND SNOW TUBE STORAGE BUILDING PROJECT

WHEREAS, through the 2020 Capital Improvement process, funds were made available to the Ingham County Parks Department for the construction of storage buildings at Lake Lansing North County Park and Hawk Island County Park; and

WHEREAS, the original costs for these buildings were calculated in 2019 and have since increased significantly in the past two years; and

WHEREAS, the storage building at Hawk Island is currently under construction while the building at Lake Lansing North is still in the design phase through a prime professional contract, resolution 22-116; and

WHEREAS, the design of the Lake Lansing North building can be utilized at a later date when additional funds are available; and

WHEREAS, the transfer of funds from the Lake Lansing North storage building project to the Hawk Island storage building project is necessary to properly complete the construction of the Hawk Island storage building.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves transferring \$39,580.00 from 228-75999-976000-20P12 to 228-75999-976000-20P11.

BE IT FURTHER RESOLVED, that there are funds available in line item 228-75999-976000-20P12.

### **DISCUSSION ITEMS**

None.

### **BOARD/STAFF COMMENTS**

Ms. Thomas stated that she likes the coloring book idea and that she would like to see the local kids getting involved and possibly a coloring contest. Ms.Pawar asked if shelter and boat rental sales were up.

### LIMITED PUBLIC COMMENT

#### Adjournment:

There being no further business, the meeting was adjourned at 6:30pm.

Meeting adjourned

Minutes submitted by: Kelly Burkholder, Adminstrative Office Coordinator

# **INGHAM COUNTY PARKS & RECREATION COMMISSION**

### Meeting of September 12, 2022

### <u>Motion to Support the Memorandum of Understanding (MOU) with Michigan State University</u> <u>Extension</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 at their next meeting.

TO:	Board of Commissioners Human Services Committee
FROM:	Tim Morgan, Parks Director
DATE:	September 6, 2022
SUBJECT:	Michigan State University Extension and Ingham County Parks Department Memorandum of
	Understanding
	For the meeting agenda of 9/19/22 Human Services

#### BACKGROUND

The purpose of the Memorandum of Understanding (MOU) is to collaborate with Michigan State University Extension for the annual Earl-Hesse Fishing event to provide fun, educational opportunities that empower young people with skills to lead for a lifetime and become the foundation for future success. Ingham County Park staff worked with county legal on the development of this Memorandum of Understanding (MOU). County legal approved the final language as attached.

#### **ALTERNATIVES**

Without the Memorandum of Understanding, Ingham County Parks would not have the relationship and assistance of Michigan State University Extension to provide the best educational experience for young individuals learning to fish.

#### FINANCIAL IMPACT

There are no financial impacts.

#### STRATEGIC PLANNING IMPACT

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

### **OTHER CONSIDERATIONS**

Ingham County Parks and Michigan State University Extension have agreed to the attached Memorandum of Understanding. The Parks & Recreation Commission supported this resolution with the passage of a motion at their September 12, 2022 meeting.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the resolution authorizing a Memorandum of Understanding with Michigan State University Extension.

#### 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 donot 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.

- Force Majeure. 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. <u>Assignment.</u> 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 by law, 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

Ву:\_\_\_\_\_

Evonne Pedawi, Director Contract & Grant Administration Bryan Crenshaw, Chairperson County Board of Commissioners

Ву:\_\_\_\_\_

Date: 9 August 2022

Date:\_\_\_\_\_

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.

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 September 12, 2022

#### Motion to Approve Visitor Incentive Program

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.



# Free Parking, Free Food, Live Band & Entertainment

Face Painting | Beach | Bounce House | Splash Pad | Water Park | Horseshoes Playground | Volleyball | Walking Paths & Trails | Fishing | Moonwalk | Giant Slide | Dunk Tank | Games & Prizes | County Department Exhibitors Come enjoy food & prizes while supplies last!

#### Sponsored by:

Ingham County Board of Commissioners Ingham County Cultural Diversity, Equity & Inclusion Committee



# **INGHAM COUNTY PARKS & RECREATION COMMISSION**

Meeting of September 12, 2022

#### Motion to Support the Purchase Order with Bowman Contracting and Concrete

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 at their next meeting.

TO:	Board of Commissioners Human Services & Finance Committees	
FROM:	Tim Morgan, Parks Director	
DATE:	September 6, 2022	
SUBJECT:	Purchase order with Bowman Contracting and Concrete	
	For the meeting agenda of 9/19/22 Human Services and 9/21/22 Finance	

#### **BACKGROUND**

The Parks Department solicited proposals from qualified and experienced contractors for the purpose of a purchase order for the pouring of 18 disc golf concrete tee pads at Lake Lansing North County Park. The Parks staff recommends that a purchase order be issued to Bowman Contracting and Concrete.

#### **ALTERNATIVES**

The alternative is to not complete the project leaving the 18 hole disc golf course at Lake Lansing North incomplete.

#### FINANCIAL IMPACT

There are funds available in line item 208-75200-974000.

#### STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of striving to make facilities and services userfriendly, 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 September 12, 2022 meeting.

#### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution authorizing Ingham County award a purchase order to Bowman Contracting and Concrete.

	MATERIAL F	REQUISITIO	N	
Use this form for pu				
Name: Mike	ian Contracting and Concrete	ate: 8/17/22		
Ship to:	sc Golf 6260 E. Lake Dr. Haslett, MI 48840		Call	
				ready for pick-up.
Quantity	Description		Unit Cost	Amount
18	18 Pour and finish 18 disc golf tee pads		7500	
				-
	LD Clark = \$19	9,500		
	Other companies I sent RFP to:			
	Risner Concrete, JH Concrete, Hosford Concrete			
	Bearstone Concrete, and Able Concrete           but had no replies from any of these.			
Indicate Park a	and Account Name to be charged: (E.g.	HI Maintenance)	205526 c	TOTAL
LLN Dis	sc Golf Project			7500
Requested	3y: CFE			
	his requisition form signed with either your tal purchasing procedures and policies.	r initials or signature o	ertifies that you	have followed county
Approved B	* toa	$\supset$		
	for this request must be provided repair of park truck #, etc.)	d:		
		der Information	1	
FOR OFFICE US	E ONLY:			

		Purchase Order Informatio	n
FOR	OFFICE USE ONLY:		
1. Is	this a confirming P.O. reque	est? Yes (Purchasing Dept. has entered one)	No (I need one entered)
2. Is	this a fixed asset purchase	? Yes (over \$5,000) No (less than \$5,000	)
3.	Date	Request for Purchase Order input.	Initials
4.	Date	Budget transfer request complete.	Initials
5.	Any special instructions	Where should item be delivered?	

S:\PKO\FORMS\Purchase\Material Requisition

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.

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 September 12, 2022

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

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 at their next meeting.

TO:	Board of Commissioners Human Services & Finance Committees
FROM:	Tim Morgan, Parks Director
DATE:	September 6, 2022
SUBJECT:	Lake Lansing North Boardwalk/Trail Grant #TF21-0057
	For the meeting agenda of 9/19/22 Human Services and 9/21/22 Finance

#### BACKGROUND

Board of Commissioners Resolution #21-168 authorized the submission of a Michigan Natural Resources Trust Fund Grant for accessibility improvements at Lake Lansing North. The Michigan Natural Resources Trust Fund recommended this project for funding. This resolution authorizes the acceptance of the project agreement for the Michigan Natural Resources Trust Fund grant as Ingham County Parks successfully received this \$300,000 grant from the MDNR.

Attached is the Project Agreement, a boundary map of the project area, and a legal description. The project will include the following improvements: removal/replacement of existing boardwalk; improvement of the path for ADA accessibility with crushed stone surface, new entrance gate, sign 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 \$300,000. This resolution authorizes the Controller/Administrator to transfer the rest of the project amount of \$300,000 from the Michigan Department of Natural Resources and \$281,500 from the Trails and Parks Millage Fund Balance to be available in line item 228-62800-967000-TR087 for a total project cost of \$581,500.

Board of Commissioners resolution #20-562 authorized \$289,000 for this project in line item 228-62800-967000-TR087.

Other funds, not grant eligible, will be required to complete the project including a topographical survey in the amount of \$7,500 (the total topographical amount is \$15,000, the other half of the amount will be included in the land and water conservation fund request resolution). The topographical survey will be required to properly design the project with proper grading and layout of the proposed improvements.

### 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 Ingham County Parks Commission supported this resolution at their September 12, 2022 meeting.

#### **RECOMMENDATION**

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



Michigan Department of Natural Resources - Grants Management

#### Michigan Natural Resources Trust Fund Development Project Agreement

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

This Agreement is between **Ingham County** in the county of **Ingham County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act **151 of 2022**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

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

Project Title:	ake Lansing Park North Boardwall	k/Trail		Project #:	TF21-0057
Grant Amount:	\$300,000.00	52%	_	PROJECT TOTAL:	\$581,500.00
Match Amount:	\$281,500.00	48%			
Start Date:	Date of Execution by DEP	ARTMENT	End Date:	07/31/2024	

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 09/18/2022 or the Agreement may be cancelled by the DEPARTMENT. This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it. The Agreement is considered executed when signed by the DEPARTMENT.

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

GRANTEE		
SIGNED	а <u></u>	
By [Print Na	ame]:	
Title:		
Organizatio	n:	
DUNS Num	ber	
CV0048161		
SIGMA Ven	dor Number	SIGMA Address ID
MICHIGAN DEPARTMENT OF NATURAL RESOURCES		
SIGNED		
By:		
	Grants Section Manager	
	Date of Exe	cution by DEPARTMENT

Michigan Natural Resources Trust Fund Development Project Agreement

> 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 <u>www.michigan.gov/dnr-grants</u>, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

#### **GRANTEE CONTACT**

#### DEPARTMENT CONTACT

	MNRTF 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
E-mail Address	F-mail Address

- 2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number TF21-0057 uploaded to MiGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
- 3. The time period allowed for project completion is from 07/20/2022 through 07/31/2024, 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.
- 4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.
- 5. The words "project facilities" shall mean the following individual components, as further described in the application.

Bench(es) Boardwalk Entry Gate Rain Garden with Native Plants Signage Trail 8' wide or more

- 6. The DEPARTMENT will:
  - a. grant to the GRANTEE a sum of money equal to Fifty-Two percent (52%) of Five Hundred and Eighty-One Thousand Five Hundred dollars (\$581,500.00), which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed Three Hundred Thousand dollars (\$300,000.00).

- b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
  - i. Payments will be made on a reimbursement basis at **Fifty-Two percent (52%)** 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, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
  - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
  - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.
- 7. The GRANTEE will:
  - a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide Two Hundred and Eighty-One Thousand Five Hundred dollars (\$281,500.00) in local match. This sum represents Forty-Eight percent (48%) of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
  - b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
  - c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
    - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
    - ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
    - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
    - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
    - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
    - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
    - vii. Bury all new utilities within the project area.
    - viii.Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
  - d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the

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use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.

- e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
- f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
- g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
- h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
- maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
- j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
- k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
- 8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning January 1, 2022 and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
- 9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
  - a. Submit a progress report every 180 days during the project period.
  - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
  - c. Submit a complete request for final reimbursement within 90 days of project completion and no later than 10/31/2024. If the GRANTEE fails to submit a complete final request for reimbursement by 10/31/2024, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
- 10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
- **11.** All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.

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

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

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

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

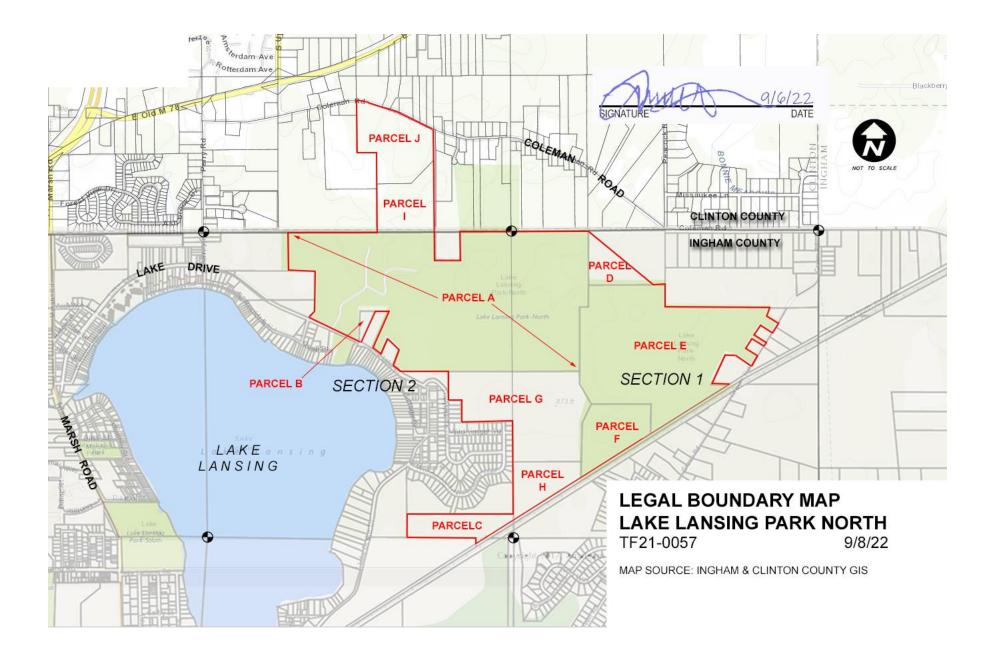
#### SAMPLE RESOLUTION (Development)

followir	Upon motion made by ng Resolution was adopted:		_, seconded by	, the
Agreer	nent as received from the Michigan D	epartment of Natural Re	, Michigan, does hereby accept the terms of esources, and that the e, but not by way of limitation, as follows:	the
1.			during the project period and to provide is to match the grant authorized by the	
2.	To maintain satisfactory financial ac DEPARTMENT for auditing at reaso		d records to make them available to the	
3.	To construct the project and provide terms of said Agreement.	such funds, services, a	and materials as may be necessary to satisfy	the
4.	To regulate the use of the facility co the public on equal and reasonable		under this Agreement to assure the use ther	eof by
5.	To comply with any and all terms of portions of this Resolution."	said Agreement includir	ng all terms not specifically set forth in the fo	regoing
	lowing aye votes were recorded: lowing nay votes were recorded:			
STATE	OF MICHIGAN )			
	) ss TY OF )			
l,	, C	lerk of the	, Michigan, do hereby c	ertify
that the	e above is a true and correct copy of t I Resources, which Resolution was a	he Resolution relative to	o the Agreement with the Michigan Departme at a meeting he	ent of

Signature

Title

Date

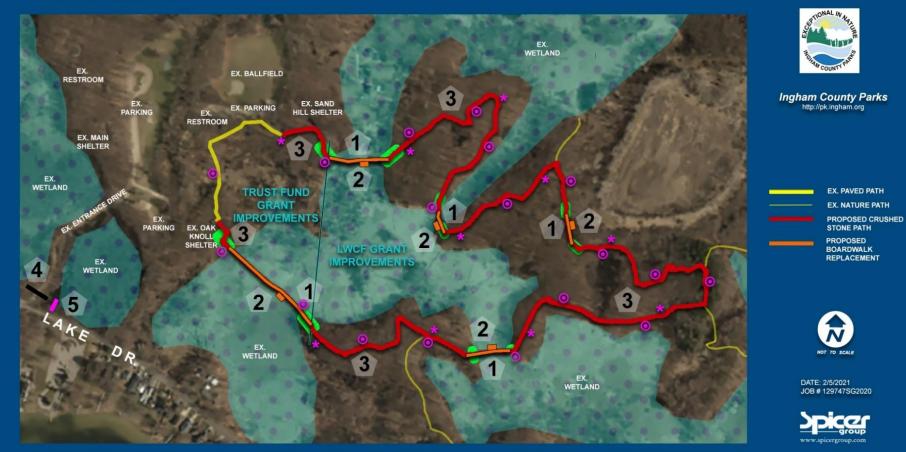


#### PROPOSED IMPROVEMENTS:

- 1. PROPOSED BOARDWALK - REPLACE EXISTING BOARDWALK WITH 8' WIDE BOARDWALK ON HELICAL PIERS.
- 2. PROPOSED BENCH & INTERPRETIVE SIGN - ON BOARDWALK BUMP OUT.
- 3. PROPOSED CRUSHED STONE PATH - ADA ACCESSIBLE, 8' WIDE.

- 4. PROPOSED ELECTRIC ENTRANCE GATE.
- 5. PROPOSED ENTRANCE SIGN.
- 6. LANDSCAPING WITH NATIVE PLANTINGS.
- 7. PROPOSED FITNESS STATION. \*
- 8. MILE MARKERS O

#### LAKE LANSING PARK NORTH BOARDWALK / TRAIL IMPROVEMENTS



Parcels of land in Sections 1 and 2, T4N – R1W, Meridian Township, Ingham County, Michigan more particular described as follows:

#### Parcel A:

Beginning at the North ¼ corner of Section 2, thence N89°14'10"W, 1220 feet, thence S0°35'05"W 658.37 feet, thence East to point 663.23 feet South and 1888.90 feet East of the Northwest corner of Section 2, also being 770 feet more or less West of North-South 1/4 line of Section 2, thence South 700.92 feet, thence S38°08'00"W to the North right-of-way line of Lake Drive, thence Southerly along said right-of-way to the North-South 1/4 line of Section 2, thence North along the North-South 1/4 line to the W 1/8 corner of the Northeast <sup>1</sup>/<sub>4</sub> of Section 2, thence S88°56'00'E along the North 1/8 line of the Northeast 1/4 485 feet, thence S23°55'00''W 699.08 feet to the Northerly line of Quail Street, thence S46°37'00''E along the North line of Quail Street 196 feet, thence N21°23'00'E 300 feet, thence S46°37'00'E 290 feet, thence S20°00'45''W to the centerline of Lake Drive, along said centerline on a curve left 174.44 feet having a radius of 1432.5 feet chord bearing N50°45'10"W 174.34 feet, thence S89°25'51'E 637.52 feet, thence S89°47'06'E 1317.49 feet to the East line of Section 2, thence S 89°04'33'E 1170.52 feet, thence N01°05'25"E 1105.29 feet, thence S89°18'25"E to the center of the Northwest ¼ of Section 1, thence North along the 1/8 line to the North 1/8 corner of the Northwest <sup>1</sup>/<sub>4</sub> of Section 1, thence West to the Northeast corner of Section 2, thence N88°57'29'W along the North line of Section 2 896.98 feet, thence S01°5'12"W 510 feet, thence N88°57'29"W 427 feet, thence N01°5'12"E 510 feet to the North line of Section 2, thence West along the North Section line to the North <sup>1</sup>/<sub>4</sub> corner of Section 2 and the point of beginning on the Northwest <sup>1</sup>/<sub>4</sub> of Section 1 and North <sup>1</sup>/<sub>2</sub> of Section 1. 236 acres, more or less. Tax Parcel Number: 33-02-02-02-226-007 (except land lying Southerly of Lake Drive, aka Lake Lansing *Boat Launch property*)

and,

#### Parcel B:

Commencing at the West 1/8 post of the Northeast ¼ of Section 2 and running S88°56'00'E along the North 1/8 line of said section 254.4 feet, thence S23°49'00'W 639.8 feet to the Northerly line of Lake Drive, thence Westerly along the North line of Lake Drive to the West ¼ line of the Northeast ¼ of Section 2, thence North along said ¼ line to the point of beginning. 1.8 acres more or less. Tax Parcel Number: 33-02-02-02-251-001

#### and,

#### Parcel C:

That part of the East 60 acres of the South ½ of the Southeast fractional ¼ of Section 2 lying North of the GTRR right-of-way, except the Consumers Power right-of-way, also except commencing at the Southeast corner of Section 2, thence N01°08'22'E on the East section line 451.08 feet to the point of beginning, thence S89°50'53''W 1832.39 feet to the Southwest corner of outlot "D" Trails South at Lake Lansing Subdivision, thence N00°40'18''E along East line of said subdivision 817.19 feet to southerly right-of-way line of Lake Drive, thence N53°46'45''E along right-of-way 89.42 feet to Southerly line of Sunset Cove Subdivision, thence N89°58'29''E 483.43 feet, thence N89°47'57''E 1284.55 feet, more or less, to the East line of Section 2, thence S01°08'22''W on the East section line 870 feet to the point of beginning. 18.4 acres more or less.

Tax Parcel Number: 33-02-02-02-476-007

#### and,

TF21-0057, Legal Description, Page 1 of 3 Lake Lansing North Park Improvements Ingham County GVPr02020126747562020 - Ingham Crity Parks & Trails Const! 202016 Grants/2021/LLNGrantAdminLegalDescription.dox

Spicer Group, Inc 230 South Washington Avenue Saginaw, MI 48607 (989) 754-4717

#### Parcel D:

Commencing at the North ¼ corner of Section 1, thence South on the North-South ¼ line 933.58 feet, thence West 200 feet, thence parallel to and 396 feet North of the North 1/8 line of Section 1 to the point of beginning, continuing West to the West line of the Northeast ¼ of Section 1, thence North to the North 1/8 corner of the Northwest ¼ of Section 1, thence Southeasterly to the point of beginning. 12 acres, more or less.

Tax Parcel Number: 33-02-02-01-100-011

and,

#### Parcel E:

Commencing at the Northeast corner of Section 1, thence S01°07'51'W along the East section line 1322.06 feet to the East 1/8 corner of the Northeast ¼ of Section 1, thence N88°54'47"W along the Northerly 1/8 line 808.24 feet to the point of beginning, thence S31°35'15"W 159.52 feet, thence S58°24'45''E 230 feet to the centerline of Green Road, thence S31°15'00''W on the centerline 207.53 feet, thence N57°26'42"W 242 Feet, thence S33°03'18"W 200 feet, thence S57°27'04"E 240.14 feet to the centerline, thence S33°35'17"W on the centerline 70 feet, thence N56°56'42"W 239.49 feet, thence S33°03'18"W 203.50 feet, thence S56°56'50'E 237.60 feet to the centerline of Green Road, thence \$33°35'18"W on the centerline 205.78 feet, thence N56°20'28"W 326.50 feet, thence N75°48'58"W 175 feet, thence S25°54' 32"W 591.52 feet to the East-West <sup>1</sup>/<sub>4</sub> line of Section 1, thence S89°04'33"E along said <sup>1</sup>/<sub>4</sub> line 299.90 feet to the Northerly right-of-way line of the Consumers Power Company right-ofway, thence along a curve to the left Southwesterly 18.36 feet on the right-of-way having a 9689.2 feet radius and along a chord of 18.36 feet bearing S59°07 38'W, thence S59°03'54"W on the right-of-way 1606.67 feet, thence N01°11'04'E 527.35 feet, thence N89°04'33"W 1035 feet, thence N23°16'11"W 362.36 feet to a point on the East-West <sup>1</sup>/<sub>4</sub> line of Section 1, said point being S89°04'33"E 1169.97 feet from the West <sup>1</sup>/<sub>4</sub> corner of Section 1, thence N01°05'25''E parallel with the West 1/8 line of Section 1 1325.29 feet to the North 1/8 line of Section 1, thence S89°14'32"E on the 1/8 line 150 feet to the interior 1/8 corner of the Northwest <sup>1</sup>/<sub>4</sub>, thence N01°05'25"E on the on West 1/8 line 396 feet, thence S89°14'31"E 1324.19 feet to the North-South <sup>1</sup>/<sub>4</sub> line, thence S01°13'46"W on the <sup>1</sup>/<sub>4</sub> line 396 feet, thence S88°54'47"E on the North 1/8 line 1835.40 feet to the point of beginning. 121.83 acres, more or less. Tax Parcel Number: 33-02-02-01-100-010

and,

#### Parcel F:

Commencing at the Southwest corner of Section 1, thence N01°08'21"E along the West section line 317.75 feet to the right-of-way line of the NYC Railroad, thence N59°03'54"E on the right-of-way 1379.24 feet to the point of beginning, thence N01°11'4"E 935.39 feet, thence N25°33'10"E 363 54 feet, thence S89°04'33"E 1035 feet, thence S01°11'04"W 527.35 feet to the North right-of-way line of the NYC Railroad, thence S59°03'54"W on the right-of-way 1399.41 feet to the point of beginning, subject to the Consumers Power Company right-of-way. 23.82 acres more or less. Tax Parcel Number: 33-02-02-01-375-001

and,

TF21-0057, Legal Description, Page 2 of 3 Lake Lansing North Park Improvements Ingham County GVPr020201267475G2020 - Ingham Crity Parks & Trails Const 2020/16 Grants/2021/LLNGrantAdmin/LegalDescription.dox

Spicer Group, Inc 230 South Washington Avenue Saginaw, MI 48607 (989) 754-4717

#### Parcel G:

A part of Sections 1 and 2 of T4N, R1W, described as beginning at the most Northeasterly corner of Plat of Trails at Lake Lansing No. 3, said plat also being the Northeast corner of Port Commons in said plan, thence S89°47′06″E 1126.05 feet to the East line of Section 2, thence S89°04′33″E 1170.52 feet, thence South 220 feet, more or less, to the East-West ¼ line of Section 1, thence Southeasterly 362.49 feet to a point on the East line of the West ½ of the Southwest ¼ of Section 1, point being 330 feet South of the Northeast corner of the West ½ of the Southwest ¼ of Section 1, thence Southwesterly 362.49 feet to a point 660 feet South and 150 feet West of the Northeast corner of the West ½ of the Southwest ¼, thence South to the South 1/8 line of Section 1, thence West to the West line of Section 1, thence N01°08′22″E on the East line of Section 2 to the Northeast corner of Lot 84 Trails at Lake Lansing No. 3, thence N89°47′06″W 188.11 feet, thence S01°08′22″W 9.60 feet, thence N89°47′06″W 703.03 feet, thence N00°14′21″W 380 feet, thence N89°47′06″W 215 feet, thence N00°14′21″W 478 feet to the point of beginning. 57.6 acres more or less.

Tax Parcel Number: 33-02-02-01-326-003

#### and,

#### Parcel H:

That part of the Southwest ¼ of the Southwest ¼ lying North of the GTW Railroad except Consumers Power Company right-of-way and except the East 150 feet thereof Section 1. 15.25 acres more or less. Tax Parcel Number: 33-02-02-01-351-003

and also, parcels of land in Section 35, T5N, R1W, Bath Charter Township, Clinton County Michigan more particular described as follows:

#### Parcel I:

Commencing at the Southeast corner of the West ½ of the Southeast ¼ of Section 35, T5N, R1W, thence North 1200 feet, more or less, thence S45°00'00"W 640 feet, thence West 600 feet, thence South 790 feet, more or less, thence East 1000 feet to the point of beginning. 20.02 acres more or less. Tax Parcel Number: 010-035-400-020-00

and,

#### Parcel J:

That part of the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$ , South of the Coleman Road right-of-way, except the West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 35 T5N, R1W, and except commencing at the Southeast corner, thence North 1200 feet, thence S45°00'00'W 640 feet, more or less, thence West 600 feet, more or less, thence South 790 feet, more or less, thence East 1000 feet, more or less, to the point of beginning. 34.36 acres more or less.

Tax Parcel Number: 010-035-400-020-01

TF21-0057, Legal Description, Page 3 of 3 Lake Lansing North Park Improvements

Ingham County GVProj2020/126747SG2020 - Ingham Cnty Parks & Trails Const 2020/16 Grants/2021/LLN/GrantAdmin/LegaDescription.docx Spicer Group, Inc 230 South Washington Avenue Saginaw, MI 48607 (989) 754-4717 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.

# **INGHAM COUNTY PARKS & RECREATION COMMISSION**

Meeting of September 12, 2022

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

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 at their next meeting.

TO:	Board of Commissioners Human Services & Finance Committees
FROM:	Tim Morgan, Parks Director
DATE:	September 6, 2022
SUBJECT:	Hawk Island Park Boardwalk and Fishing Pier Grant #TF21-0118
	For the meeting agenda of 9/19/22 Human Services and 9/21/22 Finance

#### **BACKGROUND**

Board of Commissioners Resolution #21-166 authorized the submission of a Michigan Natural Resources Trust Fund Grant for accessibility improvements at Hawk Island Park. The Michigan Natural Resources Trust Fund recommended this project for funding. This resolution authorizes the acceptance of the project agreement for the Michigan Natural Resources Trust Fund grant as Ingham County Parks successfully received this \$300,000 grant from the MDNR.

Attached is the Project Agreement and boundary map of the project area. The project will include the following improvements: remove existing boardwalk along the northeast side of the pond, new floating docks with fishing extensions and boardwalk approaches, new 10 foot wide 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 \$300,000. This resolution authorizes the Controller/Administrator to transfer the rest of the project amount of \$300,000 from the Michigan Department of Natural Resources and \$493,100 from the Trails and Parks Millage Fund Balance to be available in line item 228-62800-967000-TR084 for a total project cost of \$793,100.

#### 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 Ingham County Parks Commission supported this resolution at their September 12, 2022 meeting.

#### **RECOMMENDATION**

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



Michigan Department of Natural Resources - Grants Management

#### Michigan Natural Resources Trust Fund Development Project Agreement

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

This Agreement is between **Ingham County** in the county of **Ingham County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act **151 of 2022**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

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

Project Title:	Hawk Island Park Boardwalk and Fishing Pier			Project #:	TF21-0118
Grant Amount:	\$300,000.00	38%		PROJECT TOTAL:	\$793,100.00
Match Amount:	\$493,100.00	62%			
Start Date:	Date of Execution by DEP	ARTMENT	End Date:	07/31/2024	

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 09/18/2022 or the Agreement may be cancelled by the DEPARTMENT. This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it. The Agreement is considered executed when signed by the DEPARTMENT.

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

GRANTEE		
SIGNED	а <u></u>	
By [Print Na	ame]:	
Title:		
Organizatio	n:	
DUNS Num	ber	
CV0048161		
SIGMA Vendor Number		SIGMA Address ID
MICHIGAN	DEPARTMENT OF NATURAL	RESOURCES
SIGNED		
By:		
	Grants Section Manager	
	Date of Exe	cution by DEPARTMENT

Michigan Natural Resources Trust Fund Development Project Agreement

> 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 <u>www.michigan.gov/dnr-grants</u>, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

#### **GRANTEE CONTACT**

#### DEPARTMENT CONTACT

	MNRTF Grant Program Manager
Name/Title	Name/Title
r	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
E-mail Address	E-mail Address

- 2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number TF21-0118 uploaded to MiGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
- 3. The time period allowed for project completion is from 07/20/2022 through 07/31/2024, 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.
- 4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.
- 5. The words "project facilities" shall mean the following individual components, as further described in the application.
  - Boardwalk Fishing Pier or Dock Landscaping Recycle Bin(s) Signage Trail 8' wide or more
- 6. The DEPARTMENT will:
  - a. grant to the GRANTEE a sum of money equal to Thirty-Eight percent (38%) of Seven Hundred and Ninety-Three Thousand One Hundred dollars (\$793,100.00), which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed Three Hundred Thousand dollars (\$300,000.00).

- b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
  - i. Payments will be made on a reimbursement basis at **Thirty-Eight percent (38%)** 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, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
  - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
  - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.
- 7. The GRANTEE will:
  - a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide Four Hundred and Ninety-Three Thousand One Hundred dollars (\$493,100.00) in local match. This sum represents Sixty-Two percent (62%) of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
  - b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
  - c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
    - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
    - ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
    - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
    - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
    - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
    - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
    - vii. Bury all new utilities within the project area.
    - viii.Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
  - d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the

TF21-0118

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use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.

- e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
- f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
- g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
- furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
- maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
- j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
- k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
- 8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning January 1, 2022 and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
- 9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
  - a. Submit a progress report every 180 days during the project period.
  - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
  - c. Submit a complete request for final reimbursement within 90 days of project completion and no later than 10/31/2024. If the GRANTEE fails to submit a complete final request for reimbursement by 10/31/2024, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
- 10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
- 11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.

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

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

TF21-0118

Page 6 of 8

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

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

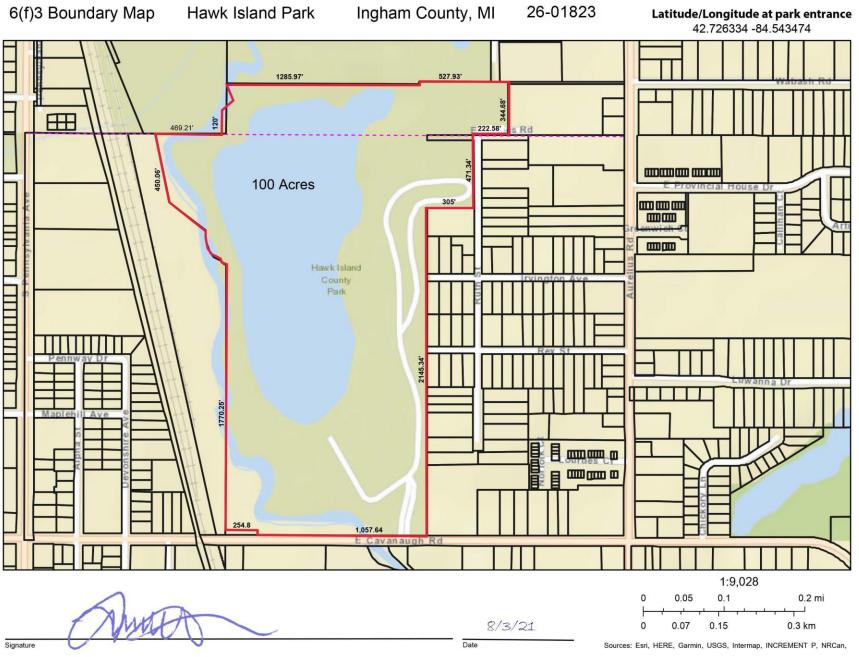
#### SAMPLE RESOLUTION (Development)

followir	Upon motion made by g Resolution was adopted:	, seconded by	, the
Agreen	nent as received from the Michigan [	, Michigan, does here Department of Natural Resources, and that the s hereby specifically agree, but not by way of li	e
1.		to complete the project during the project per \$) dollars to match the grant a	
2.	To maintain satisfactory financial ac DEPARTMENT for auditing at reas	ccounts, documents, and records to make the onable times.	em available to the
3.	To construct the project and provide terms of said Agreement.	e such funds, services, and materials as may	be necessary to satisfy the
4.	To regulate the use of the facility co the public on equal and reasonable	onstructed and reserved under this Agreemen e terms.	t to assure the use thereof by
5.	To comply with any and all terms of portions of this Resolution."	f said Agreement including all terms not speci	fically set forth in the foregoing
	owing aye votes were recorded: owing nay votes were recorded:		
STATE	OF MICHIGAN )		
COUN	) ss [Y OF		
that the	above is a true and correct copy of	Clerk of the the Resolution relative to the Agreement with adopted by the	the Michigan Department of

Signature

Title

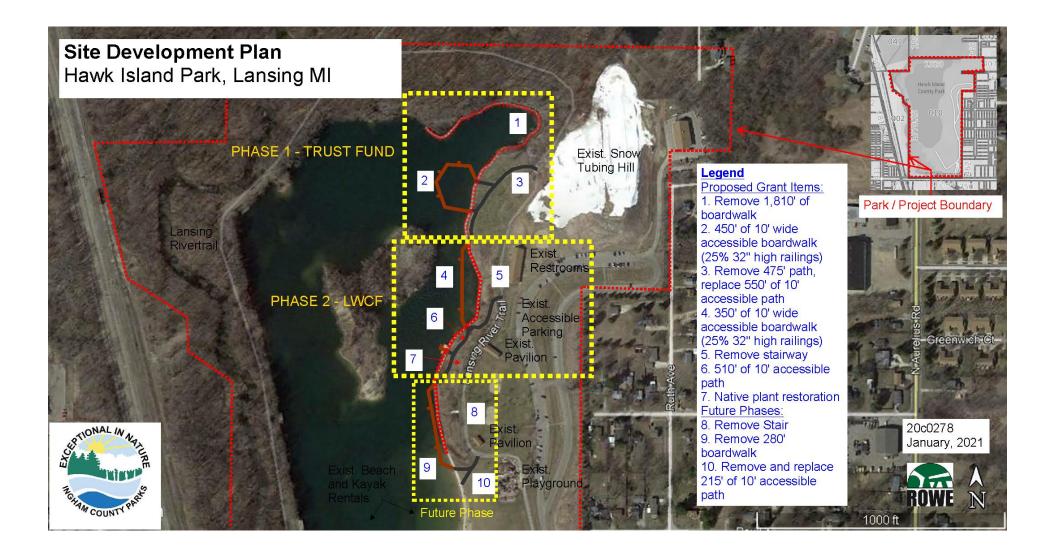
Date



City of Lansing

Michigan State University, Esri, HERE, Garmin, INCREMENT P, NGA, USGS |

---- Section Line



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.

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 September 12, 2022

## Motion to Support the Amendment to the contract with Laux Construction, LLC for Lake Lansing Boat Launch Fencing

#### 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 at their next meeting.

TO:	Board of Commissioners Human Services and Finance Committees
FROM:	Tim Morgan, Parks Director
DATE:	September 6, 2022
SUBJECT:	Amendment to the contract with Laux Construction, LLC for Lake Lansing Boat Launch
	Fencing
	For the meeting agenda of 9/19/22 Human Services and 9/21/22 Finance Committee

#### **BACKGROUND**

The Purchasing Department solicited proposals from experienced vendors 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 repairs.

The Board of Commissioners approved resolution #22-145 authorizing a contract with Laux Construction, LLC for the improvements at Lake Lansing Boat Launch.

As part of this project, in an effort to be good neighbors, the Ingham County Parks is requesting the upgrade from the originally quoted 1,064 linear feet of black chain link fencing to black aluminum fencing and two gates along neighboring properties which then will match the fencing along the front of the boat launch site.

#### **ALTERNATIVES**

To keep the contract as originally approved.

#### FINANCIAL IMPACT

Requesting an amendment of an additional \$19,099.71 from the Ingham County Trails and Parks Millage fund balance.

#### **STRATEGIC PLANNING IMPACT**

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

#### **OTHER CONSIDERATIONS**

The Ingham County Park Commission supported this resolution at their September 12, 2022 meeting.

#### **RECOMMENDATION**

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

Introduced by the Human Services and Finance Committees of the:

#### INGHAM COUNTY BOARD OF COMMISSIONERS

#### RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE CONTRACT WITH LAUX CONSTRUCTION, LLC FOR LAKE LANSING BOAT LAUNCH FENCING

WHEREAS, Board of Commissioners Resolution #22-145 authorized a contract with Laux Construction, LLC in the amount of \$324,257.15 including a substitution for an emergency gate in the amount of \$2,200 for a total construction cost not to exceed \$326,457.15; and

WHEREAS, the Ingham County Parks as part of the Lake Lansing Boat Launch improvement project, is requesting additional funding to upgrade fencing along neighboring properties.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorize an additional \$19,099.71 from the Ingham County Park Trails and Parks Millage fund balance to complete the project.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized the transfer funds into line item 228-62800-967000-TR086.

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 September 12, 2022

#### Motion to Support the Contract with Crawford Door Company, 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 at their next meeting.

TO:	Board of Commissioners Human Services & Finance Committees
FROM:	Tim Morgan, Parks Director
DATE:	September 6, 2022
SUBJECT:	Contract with Crawford Door Company, Inc.
	For the meeting agenda of 9/19/22 Human Services and 9/21/22 Finance

#### **BACKGROUND**

The Parks Department operates a snow tubing park at Hawk Island County Park. Staff solicited proposals from qualified and experienced garage door installation contractors to enter into a contract for the purpose of supplying and installing a 16' x 10' garage door in a new snow tubing storage building presently being constructed.

#### **ALTERNATIVES**

Do not install garage door.

#### FINANCIAL IMPACT

Crawford Door Company, Inc. a registered-local vendor, was the lowest responsive bid in compliance with the Ingham County Purchasing Policy. The bids were evaluated by the Purchasing Department, and it is their recommendation, with the concurrence of Parks Department staff, to award the contract to Crawford Door Company, Inc. for the base bid \$5,168.00. There are funds available in line item 228-75999-976000-20P11 for this project as detailed below:

Project	Beginning	Current	Requested	Remaining
	Allocation	Balance	Amount	Balance
Garage Door	\$114,580.00	\$38,976.63*	\$5,168.00	\$33,808.63

\*Balance if resolution XXXX, running concurrently is passed

#### STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of striving to make facilities and services userfriendly, 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 September 12, 2022 meeting.

#### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution authorizing Ingham County enter into a contract with Crawford Door Company, Inc.

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.

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 September 12, 2022

#### Motion to Support the Contract with Northern Michigan Spray Foam

#### 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 at their next meeting.

TO:	Board of Commissioners Human Services & Finance Committees
FROM:	Tim Morgan, Parks Director
DATE:	September 6, 2022
SUBJECT:	Contract with Northern Michigan Spray Foam
	For the meeting agenda of 9/19/22 Human Services and 9/21/22 Finance

#### **BACKGROUND**

The Parks Department operates a snow tubing park at Hawk Island County Park. Staff solicited proposals from qualified and experienced spray foam insulation contractors to enter into a contract for the purpose of supplying and installing spray insulation in a new snow tubing storage building presently being constructed.

#### **ALTERNATIVES**

Do not install insulation resulting in heat loss and increased utilities cost.

#### FINANCIAL IMPACT

Northern Michigan Spray Foam, was the lowest responsive bid in compliance with the Ingham County Purchasing Policy. The bids were evaluated by the Purchasing Department, and it is their recommendation, with the concurrence of Parks Department staff, to award the contract to Northern Michigan Spray Foam for the base bid \$9,500.00 There are funds available in line item 228-75999-976000-20P11 for this project as detailed below:

	Beginning	Current	Requested	Remaining
Project	Allocation	Balance	Amount	Balance
Spray insulation	\$114,580.00	\$48,476.63	\$9,500.00	\$38,976.63

#### STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of striving to make facilities and services userfriendly, 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 September 12, 2022 meeting.

#### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution authorizing Ingham County enter into a contract with Northern Michigan Spray Foam.

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.

#### <u>Directors Report 2022</u> August 1<sup>st</sup>-August 29th 2022 (September 12<sup>th</sup>, 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 with staff and LAP consultants 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 as well as Bunker Landing. 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.
- Met with MParks staff about DIRT school grant items, continue to work on obtaining bikes, helmets and other follow-up items with this grant.
- Worked with staff on Z-list request for phase 2 Parks reorganization staffing request, request was on Human Services meeting August 29th.
- Met in Stockbridge for Chelsea to Stockbridge trail planning meeting hosted by five healthy communities.
- Attended the DISC golf pro tournament with Tim Buckley.
- Attended ongoing Millage progress update meeting with Nicole Wallace, Brian Collins, and Tanya Moore from Spicer group, we also looked at overall prioritization of the busy schedule of items that we have going on developed an internal priority list for staff and Spicer group.
- Ongoing meetings with the Tri-Counties Consultant on their process for a Tri-County Regional bike plan Eaton, Clinton and Ingham Counties and we attended a Ingham County specific planning meeting in Mason hosted by Tri-County and their consultants.
- Worked with MDNR and Kelly on requesting extensions on two Trust Fund grants that were awarded for LLS and Hawk prior to Covid and which are going to be bid this fall as mentioned above.
- Attended Controller's Senior Staff meeting.
- Attended Fair, Parks, Zoo Deputy Controller's meeting.
- Did a Park/Millage presentation to Philanthropic Educational Organization; P.E.O. (Philanthropic Educational Organization) it is one of the oldest women's organizations in North America. What started as a bond of friendship among seven young women in 1869 has grown to almost 5,700 local chapters with over 200,000 members in the United States and Canada.
- Attended a MParks Trails Focus Area meeting.
- Worked with Attorney's office and Staff on preparation of items for close session concerning Lake Lansing Sanctuary lake documents.
- Worked on fence discussion with staff, ROWE Professional and our general contractor on a change order number 1 to include the same fencing along all boarders of LLN Boat Launch site.
- Helped Nicole with assembly of her "new" e-bike for better access to trails and monitoring in person in the future ©
- Worked with Kelly, Brian, and Nicole on reviewing resolutions due for September round BOC meetings.

- Conducted weekly Administrative meetings.
- Attended BOC committee meetings Human Services, Finance and a Full BOC meeting with Park Department items.
- Visited all the Parks.
- Took a much needed weeks' vacation.
- It's starting to feel and look like Autumn with beautiful weather, so is your opportunities to get out and Recreate your body, mind, spirit, and soul in one of our AWESOME PARKS THIS SUMMER! ☺



Lake Lansing South Dock Beautiful Day to be at the Parks! Fish were seen swimming around all side of the fishing piers and dock ©

## September 2022 Parks Commission Meeting Monthly Report

## Hawk Island County Park

- Winterized concessions stand
- Continued working with contractors on snow tubing building
- Ordered LLS Playground
- Attended MMRMA Parks Advisory Board Meeting
- Attended South Lansing Business Association Board Meeting
- Covered Directors vacation
- Prepared and received bids for spray insulation and garage door for snow tubing building
- Attended meeting with Rick Terrill (Facilities Director) on electric vehicle charging stations.
- Trained new Parks mechanic



STAFF TRYING TO FLIP OVER FLOATING DOCK THAT HOLDS SNOW MAKING PUMP. IT WAS BROKEN AND FLIPPED OVER AT NIGHT.



BEFORE REMOVING UPRIGHT POSTS



AFTER INCLUDING NEW LANDSCAPING



PROGRESS ON SNOWTUBE BUILDING

#### Lake Lansing Park Report – August/September

#### Highlights:

Attended Staff and Manager Meetings

Attended Band Shell Concerts

Meeting with Tim, Spicer, and Nicole regarding entrance sign development

Working with ROWE, LAUX boat launch neighbors, and Dewitt Fence regarding gates

Vacation

Discussed disc golf course with staff

Concrete bids for tee pads

## **Burchfield Park August/September Manager's Report**

- Over 200 registered players at this year's CCR Open Disc Golf Event August 5<sup>th</sup>-7<sup>th</sup>
- Work with Spin Cycle bicycle shop on purchasing additional loaner bikes for Dirt School
- o Health Department pollution prevention inspection completed
- o Organize and store all items from Day Camp for season
- o Meet With LAP Prime Professional to discuss drain review at McNamara Landing
- o Continue installing new barrier gates
- o Dirt School Survey Monkey results attached for Park Commission review
- o End of the season employee appreciation cookout for seasonal staff
- Hosted Optimist Club Youth Sports Day event at Burchfield with 250+ registered kids ages 2-14 August 21<sup>st</sup>
- Storm damage cleanup throughout park and trails
- o Assistant Manager ordered replacement kayaks for livery inventory
- o Continue to work with Deputy Director on Burchfield's CIP list
- Last day of canoe/kayak rental September 5<sup>th</sup>



CCR Open (Pro and Amateur Event)

**Employee Appreciation Cookout** 



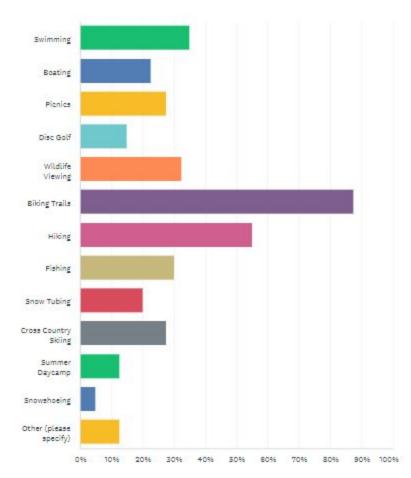
Rainbow Trout Stocked in Pool for Event



Kids Fishing During Youth Sports Day

#### What other activities have you taken part in at Burchfield Park?

Answered: 40 Skipped: 0



ANSWER CHOICES		*	RESPONSES		*
<ul> <li>Swimming</li> </ul>			35.00%		14
▼ Boating			22.50%		9
Picnics			27.50%		11
▼ Disc Golf			15.00%		6
▼ Wildlife Viewing			32.50%		13
▼ Biking Trails			87.50%		38
<ul> <li>Hiking</li> </ul>			55.00%		22
<ul> <li>Fishing</li> </ul>			30.00%		12
<ul> <li>Snow Tubing</li> </ul>			20.00%		8
<ul> <li>Cross Country Skiing</li> </ul>	R		27.50%		11
Summer Daycamp			12.50%		5
<ul> <li>Snowshoeing</li> </ul>			5.00%		2
Other (please specif	n	Responses	12.50%	66	5
Total Respondents: 40					

Where are you visiting from?
46845
48827
48823
48917
48837
48875
49021
48864
48875
48821
48827
48414
48854
48915
48827
48842
48821
48854
48915
48895
48827
East Lansing
48821
48813
48917
48906
48821
48872
48827
Holt
49461
48854
48912
Holt
Lansing
48906
Holt
48842
48854

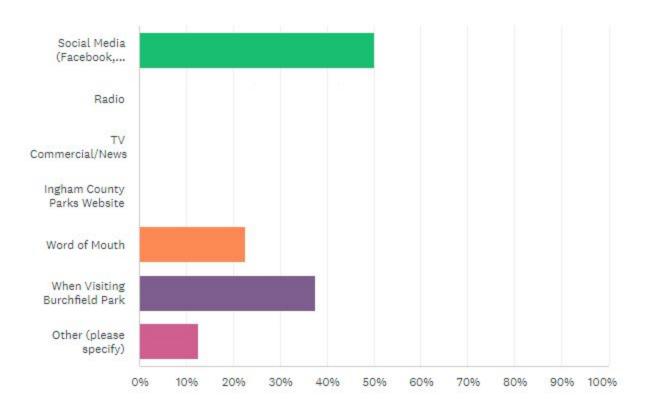
How would you rate Dirt School as a family activity? (1=Poor 5=Excellent) 31 (5s) 3 (4s) 1 (2s) 1 (3s)

# What future recreational opportunities would you like to see implemented at Burchfield Park?

A bike pump track would be awesome Advanced Skill park None – it's a fantastic park More features included on the mtb trails Week long dirt School. Bike Rentals "Free Weekend" or "Free Day" Think yall got it covered pretty well. Kids had a Blast on that track. Thank you!! Pump Track, ice skating Snow biking
Skate park
Expansion of the MTB trails
Pump track/ jump line
Soccer field
Shuttle launching
Community garden
Dirt School is NOT needed. Can get the same thing just on the trails without the waste of money
More biking trails. Pump track
Continued improvement of the park
Pump track
More trails and areas for biking
Public safety presence and enforcement
Winter fat bike, more 5k funs, community river clean-up
More difficult mountain bike features, more nature programming and educational opportunities
Paved bike/skate park with pump track
A bicycle pump track would be super!
Climbing – either in the trees or free standing
Bridge across the River near north Bluff. Nature trails without mountain biking

## How did you hear about Dirt School?

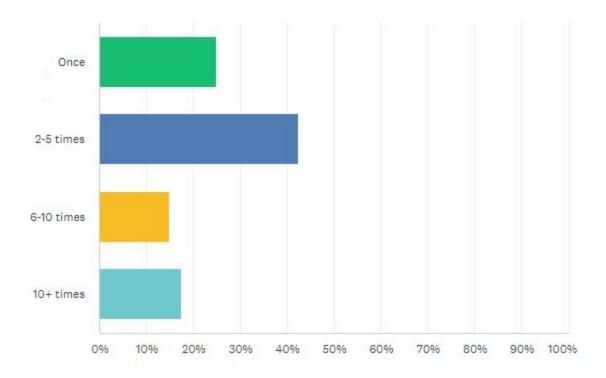
Answered: 40 Skipped: 0



ANSWER CHOICES	•	RESPONSES	•
Social Media (Facebook, Twitter, Instagram, Youtube, etc.)		50.00%	20
- Radio		0.00%	0
TV Commercial/News		0.00%	0
<ul> <li>Ingham County Parks Website</li> </ul>		0.00%	0
<ul> <li>Word of Mouth</li> </ul>		22.50%	9
When Visiting Burchfield Park		37.50%	15
<ul> <li>Other (please specify)</li> </ul>	Responses	12.50%	5
Total Respondents: 40			69

## How often have you used the Dirt School Bike Park?

Answered: 40 Skipped: 0



ANSWER CHOICES	▼ RESPONSES	*
- Once	25.00%	10
▼ 2-5 times	42.50%	17
<ul> <li>✓ 6-10 times</li> </ul>	15.00%	6
✓ 10+ times	17.50%	7
TOTAL		40 70

#### **August - Parks Office Monthly Report**

#### Meetings/Trainings

Staff and weekly Admin meetings CIP Maintenance building meeting Michigan Active Communities grant progress report meeting Z list preparation meeting Lake Lansing fencing meeting

#### Contracts/Resolutions

Drafted/edited/submitted the following resolutions:

- Lake Lansing playground resolution
- FD Hayes
- CIP Transfers
- Park and Zoo Rules and Regulations

#### Customer Service

Had a brochure booth at the fair. We received 160 phone calls in the month of August.

#### <u>Website</u>

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.

## 2022 Parks Budget as of 8.31.22

	Revenue			
208 Fund	Original	Actual	Available	Percent
570000 State Grants	68,075.00	-	(68,075.00)	
600000 Shelter Fees	66,500.00	79,966.50	13,466.50	120%
600100 Disc Golf Fees	22,000.00	22,859.00	859.00	104%
610100 Boat Rental	22,500.00	9,134.00	(13,366.00)	41%
610200 Canoe/Kayak Rental	37,500.00	12,140.00	(25,360.00)	32%
620000 Boat Launch Fees	17,000.00	10,444.25	(6,555.75)	61%
630000 Ski Rental	8,000.00	14,080.50	6,080.50	176%
641000 Food Concessions	48,150.00	54,693.45	6,543.45	114%
641120 Snowshoe Rental	-	484.00	484.00	
652000 Parking Fees	350,846.00	300,014.17	(50,831.83)	86%
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	10,428.00	428.00	104%
669145 Park Patron Pass	-	798.00	798.00	
688220 Misc Revenue	1,000.00	1,275.61	275.61	128%
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	657,906.48	(80,664.52)	89%
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	38,625.00	(12,875.00)	75%
699500 Revenue TSF IN - CAP IMP	102,000.00	76,500.00	(25,500.00)	
Revenue Total	3,550,574.00	1,282,160.98	(2,268,413.02)	36%
	Personnel Servic	ces		
208 Fund	Original	Actual	Available	Percent
704000 FT Wages	781,416.00	535,544.98	245,871.02	69%
705000 Seasonal Wages	728,384.00	466,363.83	262,020.17	64%
706000 FT Overtime	4,783.00	5,664.56	(881.56)	118%
706100 On Call Payments	5,320.00	1,640.00	3,680.00	31%
706700 Seasonal Overtime	1,787.00	1,702.30	84.70	95%

## 2022 Parks Budget as of 8.31.22

708000 Meeting Fees	9,750.00	4,275.00	5,475.00	44%
713000 Misc Fringes	-	-	-	
714000 Unemployement	3,942.00	4,834.98	(892.98)	123%
715000 Fica County Share	60,216.00	76,010.04	(15,794.04)	126%
715050 Liability Insurance	2,187.00	5,697.54	(3,510.54)	261%
716020 PHP Health Insurance	180,779.00	120,966.64	59,812.36	67%
716030 Health Waiver	3,784.00	2,522.16	1,261.84	67%
716035 Retiree HIth Ins Chargeback	41,419.00	26,531.29	14,887.71	64%
716040 Retiree HIth Ins Trust Chg	35,420.00	25,581.38	9,838.62	72%
716100 Dental Insurance	10,809.00	6,533.63	4,275.37	60%
716200 Vision Insurance	1,558.00	989.85	568.15	64%
716450 Seperation Buyout Chgback	13,778.00	9,954.87	3,823.13	72%
717000 Life Insurance	1,522.00	928.04	593.96	61%
717100 Disability Insurance	806.00	496.01	309.99	62%
718000 Retirement Program	194,804.00	120,000.98	74,803.02	62%
718500 Retirement Defined Contr.	7,609.00	4,992.62	2,616.38	66%
720000 Longevity	7,000.00	-	7,000.00	0%
722000 Wkcpmp Insurance	-	3,045.87	(3,045.87)	
Personnel Services Total	2,097,073.00	1,424,276.57	672,796.43	68%
	Controllable Expen	ises		
208 Fund	Original	Actual	Available	Percent
726011 Concessions	33,400.00	32,839.42	560.58	98%
728000 Printing & Binding	12,000.00	2,003.17	9,996.83	17%
729000 Postage	4,500.00	688.95	3,811.05	15%
730000 Office Supplies	2,800.00	1,333.16	1,466.84	48%
731000 Photo-Copying & Supplies	600.00	-	600.00	0%
734000 Non-Capital Equipment	4,900.00	1,677.57	3,222.43	34%
22P07 Rental Equipment All Parks	50,000.00	41,650.52	8,349.48	83%
740000 Maintenance Supplies	130,136.00	99,284.70	30,851.30	76%
743000 Other Supplies	27,031.00	19,163.42	7,867.58	71%
745000 Uniforms	7,500.00	7,593.51	(93.51)	101%
746010 Clothing Allowance	600.00	750.00	(150.00)	125%
743100 Small Tools	-	250.00	(250.00)	0%
747000 Gas-Grease-Oil-Antifreeze	38,000.00	29,889.01	8,110.99	79%

## 2022 Parks Budget as of 8.31.22

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	15,980.48	8,799.52	64%
PAZO1 POS System	36,716.00	17,267.37	19,448.63	47%
861000 Local Travel	3,000.00	1,770.18	1,229.82	59%
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	13,518.37	(1,018.37)	108%
901000 Advertising	10,750.00	344.82	10,405.18	3%
921050 Telephone	7,900.00	4,837.12	3,062.88	61%
921060 Telephone - Long Distance	-	41.29	(41.29)	0%
931100 Maint-Related Contractual	37,433.00	26,536.20	10,896.80	71%
932000 Equipment Repair & Maint	50,470.00	49,878.27	591.73	99%
942000 Equipment Rental	8,138.00	1,456.53	6,681.47	18%
957120 Sales Tax	3,650.00	3,472.81	177.19	95%
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	20,361.60	29,638.40	41%
21P03 BUR Dirt School	208,075.00	157,119.49	50,955.51	0%
22P03 LL Tree & Dead Branch Removal	12,000.00	9,300.00	2,700.00	78%
22P08 Bunker Road Landing	112,000.00	3,605.50	108,394.50	3%
22P15 Safety Enhancements	120,000.00	13,885.00	106,115.00	12%
20P02 HI Fence/Gates/Gatehouse	23,863.00	7,962.11	15,900.89	0%
20P03 BUR Gates & Connecting Barriers	40,986.00	19,247.98	21,738.02	
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	636,703.05	611,924.95	<b>51%</b>
Non-Controllable Expense				
208 Fund	Original	Actual	Available	Percent
911000 Insurance & Bonds	-	-	-	
915050 Liability Insurance	-	15,000.00	(15,000.00)	
921000 Utilities	81,981.00	46,146.94	35,834.06	56%

2022	<b>Parks</b>	<b>Budget</b>	as	of	8.31	.22
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921070 Courier Service	1,686.00	1,264.68	421.32	75%
921150 Telephone Allocation Costs	-	1,408.64	(1,408.64)	
943000 IT Operations	35,289.00	26,215.89	9,073.11	74%
943010 Equip Service Charge	42,000.00	22,799.76	19,200.24	54%
943020 Equip Service Charge PC	4,678.00	907.48	3,770.52	19%
943100 Network Maintenance	18,702.00	9,711.78	8,990.22	52%
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	145,632.61	59,240.39	71%
Total Revenue	3,550,574.00	1,282,160.98	(2,268,413.02)	36%
Total Expenses	3,550,574.00	2,206,612.23	1,343,961.77	62%
Difference	-	(924,451.25)		

208 Fund Balance as of 1.1.22

\$591,125.76

Projected Fund Balance as of 8.31.22

(\$333,325.49)

## Trails & Parks Millage Program Coordinator Report

### August 2022 For: Park & Recreation Commission Meeting September 12, 2022

- Continuing to work on paperwork-contracts/short forms/amendments
- Meeting with TCRPC staff, Tim and Tanya
- Attended TCRPC Regional Trails Plan Advisory Committee Meeting
- Attended mParks Trails Focus Group
- Worked with staff on social media updates
- Website updates
- Millage update meeting with Tim and Tanya
- Attended bi-weekly admin meetings
- Edited GoPro videos and posted to our YouTube channel: <u>https://www.youtube.com/channel/UClwC1gaJjKNGflbIDlfeY1Q</u>
- Processed the 7<sup>th</sup> round contracts
- Processed East Lansing amendments for TR003, TR057, and TR058
- Meeting with Paul Pratt, Kelly Jones, Neal Galehouse, Tim Morgan, Matt Pegouskie -5 Healthy Towns Foundation, Jeff Hardcastle-Hardwood Solutions, Inc., Roy D. Townsend-Washtenaw County Parks & Recreation Commission and others to discuss a non-motorized pathway between Chelsea and Stockbridge. Will have additional review to look into pathway that would connect the Ingham County section of Mike Levine Lakelands Trail State Park in Stockbridge down to Washtenaw County's Border to Border Trail.
- Biked the Lansing River Trail
- Checked out project TR064 City of Lansing bridge 18 finished just east of Aurelius: new asphalt and a new surface on the bridge. Project TR040 City of Lansing Bridge 21 trail is closed for total replacement of bridge.
- Checked out project TR108 City of Lansing River Trail Bank Stabilization Mt. Hope Cemetery
- Prepared PowerPoint presentation for FLRT Annual Meeting
- Checked out project TR069 Williamston Downtown Water Trailhead & Launch
- Met with Tanya and Tim to review project schedules
- Processed 25% upfront payments for the following round 7 contracts:
  - TR098 Leslie Township Grounds Lighting & Recreational Improvements, TR101 Leroy Township Simmons Memorial Park, TR102 Meridian Twp - MSU to Lake Lansing Connector Trail Phase III, TR105 Alaiedon Township Leek Cemetery Nature Trail & Improvements, and TR107 Stockbridge Veteran's Park Enhancements & Trail Connection
- Added several new photos to the webpage: <u>https://pk.ingham.org/trails\_and\_parks\_millage/pictures.php</u>

Visited the Ingham County Fair:



Ingham County Parks 40 mins ·

Come check out our booth in the South Commercial Building at the Ingham County Fairgrounds and Exposition Center. Today is opening day of the Ingham County Fair at 12pm!





East Lansing Northern Tier trail project removal is well underway



Project TR108 - City of Lansing River Trail Bank Stabilization – Mt. Hope Cemetery



Trail closed for total bridge replacement for the City of Lansing Project TR040 - Bridge 21. This is the bridge between the two railroad bridges near the East Lansing Waste Water Treatment Plant at the eastern end of Crego Park.









City of Lansing Project TR064 Bridge 18 finished just east of Aurelius new asphalt and a new surface on the bridge





Turbidity curtain and metal sheet piling retaining wall



Concrete steps for the launch



Contractor pulling out sheet piling



Williamston project TR069 canoe/kayak launch under construction – progress photos

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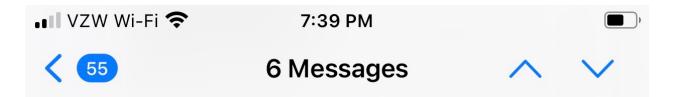
Project No.	Description
TR001	CL - RT - Overlay/Partial Reconstruction
TR002	MT Trail Rehab
TR004	CL - RT - Overband/Crack Sealing
TR005	CL - RTW - Wall and Pavement Repair
TR006	CL - RTW - Moores River Dr Trail Repair
TR007	EL-07-NTT-SWL Bridge (W of Abbott Rd)
TR008	EL-04-NTT-SWL Bridge (Whitehills Park)
TR009	EL-03-ELT-RC Bridge (Hagadorn Rd)
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
TR065	CL-Bridge 13

TR066	CL - Bridge 15
TR067	CL - Bridge 14
TR068	MT-MSU to Lake Lansing Connector, Phase 2b-Okemos Road
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.

#### 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
TR064	CL - Bridge 18
TR069	Williamston-Downtown Water Trailhead & Launch
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
TR108	CL - River Trail Bank Stabilization - Mt Hope Cemetery
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



# Youth Sport Event THANK YOU!!!

Mason Optimist Club and Crew,

Thank you from deep places in our hearts for allillill of the work and care and excellence you put into making this event truly magical. We look forward to it every year and this year was exceptionally wonderful. Thank you especially for your generosity in welcome prizes, filling lunch and so many fish at the trout pool! We loved seeing familiar faces and new ones. It was amazing for our kids to see so many people giving of their time, with smiles on their faces, for our benefit. Two of our children specifically commented on this. Beyond the amazing day of fun activities and gifts, the sacrifice and kindness of all of you is what truly makes the greatest impact and this event so memorable for us.

Thank you doesn't come close.

August 15, 2022 Dear Tim -Rudos and thanks to you for Kudos and reasons so you for a lively informative presentation to our PEO. group last Thursday. You shared important overwrears of the wide variety of nature and the wide variety of nature and the wide variety of nature and recreational opportulnities for all. Reusonally learned of new resources available to may own family such as the Bike Park and sledding rills plus miles of trails. Thanks to you and your staff for your work and enthusias

Sincerely, Carol Miller - PEO

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Lots of great feedback about the youth sports event 🙂

**Tim Buckley**, CPRP, CTA Park Manager III Ingham County Parks Dept. 121 E. Maple St. Mason, MI 48854

Phone: (517) 676-2233 x7995 Fax: (517) 244-7190 E-mail: <u>Tbuckley@ingham.org</u>

From: Gary Rogers <grogers@fraserlawfirm.com>
Sent: Sunday, September 4, 2022 8:29 AM
To: Timothy Buckley <<u>TBuckley@ingham.org</u>>
Subject: FW: 2022 Mason Optimist Youth Sports Event Follow-up

#### Gary C. Rogers | Shareholder | Fraser Trebilcock

**Fraser**Trebilcock

p: 517.377.0828 f: 517.482.0887 a: 124 W. Allegan Street, Suite 1000 Lansing, MI 48933 w: <u>fraserlawfirm.com</u>



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From: ronnie wiltse <<u>rwiltse24@gmail.com</u>>
Sent: Saturday, September 3, 2022 9:45 PM
To: Gary Rogers <<u>grogers@fraserlawfirm.com</u>>
Subject: Re: 2022 Mason Optimist Youth Sports Event Follow-up

We absolutely loved the event!! I have told all my friends about it! We loved the hands on booths. The fishing with pictures and learning about gutting them was great my girls loved it! We cooked the fish too it was delicious. They loved the BB guns and shooting arrows. They loved everything there and we literally went to every booth. We will definitely be back next year and Sunday works good for us.

On Sat, Sep 3, 2022 at 3:00 PM Gary Rogers <<u>grogers@fraserlawfirm.com</u>> wrote: All,

Thank you for attending this year's event. The Mason Optimist Club hopes it was a fun and learning experience for the children.

I am writing today in hopes that you will take a couple of minutes to comment on the event. We as a club are constantly trying to improve the event and we appreciate feedback from you positive or negative.

Did your child enjoy the fishing experience? What were the favorite exhibitors? What would you like to see more of or less of? Thoughts on continuing to hold the event on Sundays?

Lastly, would you please tell us how you learned of this year's event.

Thank you.

Gary



When it Matters in Michigan

Gary C. Rogers | Shareholder | Fraser Trebilcock p: 517.377.0828 f: 517.482.0887

a: <u>124 W. Allegan Street, Suite 1000 Lansing, MI</u> 48933

w: fraserlawfirm.com



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