CHAIRPERSON MARK GREBNER

CHAIRPERSON PRO TEM CHRIS SWOPE

VICE-CHAIRPERSON PRO-TEM MIKE SEVERINO FINANCE COMMITTEE JOHN CZARNECKI, CHAIR CURTIS HERTEL, JR. RANDY SCHAFER THOMAS MINTER CHRIS SWOPE CALVIN LYNCH AMY KRAUSE

### INGHAM COUNTY BOARD OF COMMISSIONERS

P.O. Box 319. Mason, Michigan 48854 Telephone (517) 676-7200 Fax (517) 676-7264

# THE FINANCE COMMITTEE WILL MEET ON WEDNESDAY, APRIL 18, 2001, AT 7:00 P.M. IN THE PERSONNEL CONFERENCE ROOM, HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING.

#### Agenda

Call to Order Approval of the April 4, 2001 Minutes Additions to the Agenda Limited Public Comment

- 1. <u>Sheriff's Office</u> Use of MIS Track for Regional Pursuit Driving Training
- 2. <u>Equalization</u>
  - a. Resolution to Adopt the 2001 County Equalization Report as Submitted with the Accompanying Statements
  - b. Resolution Designating County Representatives at State Tax Commission Hearings
- 3. <u>Facilities Department</u>
  - a. Resolution Authorizing Entering into a Five (5) Year Contract with Dietz Janitorial Services, Inc. to Provide Janitorial Services for the Grady Porter Building
  - b. Resolution Authorizing Entering into a Five (5) Year Contract with Dietz Janitorial Services, Inc. to Provide Janitorial Services for the Consolidated Courts Facility
- 4. <u>Health Department</u>
  - a. Resolution to Authorize a Contract with Kid's Care of Michigan
  - b. Contracts to Provide Administrative Support to Other Communities
- 5. <u>Controller's Office</u>
  - a. Resolution Establishing Priorities for 2002 Strategic Planning and Budget Activities
  - b. Resolution Authorizing Tentative Amendments to the Ingham County 911 Service Plan

6. Board Referral - Letter from the City of Lansing Department of Planning and Neighborhood Development Announcing a Public Hearing on an Application for an Industrial Facilities Exemption Certificate for Strategic Interactive, Inc.

Announcements Public Comment Adjournment

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

#### FINANCE COMMITTEE April 4, 2001 Minutes

Members Present:	Curtis Hertel, Jr., Randy Schafer, Thomas Minter, Chris Swope, Calvin Lynch and Amy Krause
Members Absent:	John Czarnecki
Others Present:	Mark Grebner, John Neilsen, Bruce Johnston, Jan Lazar, John Goram, Don Keim, Joe Lessard, Roger Fleming, Eric Schertzing, John Jacobs and Bruce Miller

The meeting was called to order by Vice Chairperson Hertel at 7:00 p.m. in the Personnel Conference Room of the Human Services Building, 5303 S. Cedar, Lansing.

#### Approval of the March 21, 2001 Minutes

MOVED BY COMM. KRAUSE, SUPPORTED BY COMM. SCHAFER, TO APPROVE THE MARCH 21 MINUTES AS SUBMITTED. MOTION CARRIED UNANIMOUSLY. Absent: Comm. Czarnecki

Additions to the Agenda

- 5a. Resolution Authorizing the Purchase of Two Kubota L4310 HSB Tractors This item was pulled from the agenda.
- 8b. Amendments to the Resolution
- 10. County Clerk Resolution to Authorize the Ingham County Apportionment Commission to Enter Into an Agreement for Consultant Services and Authorize a Contingency Appropriation

Limited Public Comment:

Vice Chairperson Hertel wished his wife a happy birthday.

# MOVED BY COMM. KRAUSE, SUPPORTED BY COMM. SWOPE, TO APPROVE A CONSENT AGENDA FOR THE FOLLOWING ITEMS:

- 1. <u>Sheriff's Office</u> Resolution to Appropriate \$5,600.00 from Contingency to House a Female Juvenile at the Macomb County Jail
- 2. <u>Animal Control</u> Resolution to Amend the Animal Control Fees to Allow Qualified Animal Rescue Groups to Adopt Shelter Animals at a Reduced Rate
- 3. <u>Prosecuting Attorney</u> Resolution to Authorize Ingham County's Portion of the Juvenile Accountability Incentive Block Grant and Match Funds to Be Appropriated from Contingency to the Prosecuting Attorney Budget and Awarded to City of Lansing - Police Department to Continue

the Police Community Diversion Program

- 4. <u>Housing Commission</u> Resolution Authorizing the Acceptance of a Housing Grant From the Michigan State Housing Development Authority and Entering Into a Grant Agreement
- 6. <u>MSU Cooperative Extension Office</u>
  - a. Resolution to Authorize Ingham County MSU Extension to Purchase a Martin Yale Paper Folder

MOTION CARRIED UNANIMOUSLY. Absent: Comm. Czarnecki

# MOVED BY COMM. KRAUSE, SUPPORTED BY COMM. SWOPE, TO APPROVE THE ITEMS ON THE CONSENT AGENDA. MOTION CARRIED UNANIMOUSLY. Absent: Comm. Czarnecki

8a. <u>Controller's Office</u> - Resolution Conditionally Agreeing to the Request of the City of Williamston to Provide Financing and Project Oversight for a Sewer Project Involving the Reconstruction of Lynn Road in Conjunction with Improvements to the Tobias Drain

In response to Comm. Lynch, Ms. Lazar explained that the City of Williamston (City) is requesting the Drain Office to join two projects which are scheduled for this year. The projects would be conducted simultaneously under one project management. A significant portion of the Lynn Road project involves the Tobias Drain Field. The Field is environmentally very sensitive. Conducting the projects separately could cause problems to the Drain Field. The City has also had difficulties in the recent past . The City believes the Drain Commissioner would be the appropriate project manager. The Drain Commissioner would be responsible for undertaking the financing and construction of the project. Ms. Lazar further explained that the project will connect to the economic development program.

In response to Comm. Lynch, Mr. Keim stated the City will be primarily responsible for paying the debt service. If the City was unable to cover the payment, the County would cover the shortfall. The County would recover those funds from the City. The financial magnitude of the project is approximately one million dollars.

Chairperson Grebner stated Mr. Pratt, Drain Office, could not attend this meeting because he was sick. He further stated that the City's credit is somewhere between cloudy and impaired. They would have difficulty receiving a reasonable rate. The reason for the County to proceed with this matter is to help the City finance the project at a reasonable cost. It has been the County's general policy to help other governmental units within the County. It also tries not to put itself in financial jeopardy.

In response to Comm. Schafer, Ms. Lazar stated the County could obtain financing for the project for 50 to 75 less basis points. This matter was discussed further. Ms. Lazar stated the City will pledge a couple of different revenue streams in descending order to provide for assurity of payment. The City believes it is important to conduct the project in a timely manner and to do it in a way that is cheaper for the tax payers.

MOVED BY COMM. SCHAFER, SUPPORTED BY COMM. KRAUSE, TO APPROVE THE RESOLUTION CONDITIONALLY AGREEING TO THE REQUEST OF THE CITY OF WILLIAMSTON TO PROVIDE FINANCING AND PROJECT OVERSIGHT FOR A SEWER PROJECT INVOLVING THE RECONSTRUCTION OF LYNN ROAD IN CONJUNCTION WITH IMPROVEMENTS TO THE TOBIAS DRAIN. MOTION CARRIED UNANIMOUSLY. Absent: Comm. Czarnecki

- 5. <u>Parks Department</u>
  - b. Resolution Authorizing Entering Into an Agreement with the Michigan Department of Natural Resources to Plant Trees at Hawk Island County Park

MOVED BY COMM. LYNCH, SUPPORTED BY COMM. SWOPE, TO APPROVE THE RESOLUTION AUTHORIZING ENTERING INTO AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES TO PLANTTREES AT HAWK ISLAND COUNTY PARK. MOTION CARRIED UNANIMOUSLY. Absent: Comm. Czarnecki

- 6. <u>MSU Cooperative Extension Office</u>
  - a. Resolution to Authorize a Contract with the State of Michigan Family Independence Agency Office of Juvenile Justice For Community Balanced and Restorative Justice and to Subcontract with the Michigan Council on Crime and Delinquency

In response to Comm. Lynch, Mr. Lessard stated he would notify him if he located any funds for a summer job program in Lansing.

Comm. Minter stated for the Commissioners that this is a "sole source contract." In response to Comm. Minter, Mr. Lessard stated the funding is used to encourage and bring more attention to the principles of balanced and restorative justice. A report has been presented to the Human Services Committee. The second round of funding will be made available under a Comprehensive Strategies Planning Process. The Board has authorized the acceptance of this funding. The Extension Office is working with a core group which consists of representatives from law enforcement, the Prosecuting Attorney, courts and a number of different agencies from the public and private sectors. A report regarding this matter would be submitted to the YVPC.

In response to Comm. Krause, Mr. Lessard explained the Office has been working with the Michigan Council on Crime and Delinquency for the duration of the contract. The Council has been the service provider. Using the Council on this matter is a reasonable approach. Mr. Neilsen stated he believes the Council was selected from a bid process several years ago. Mr. Lessard stated he does not believe there was a bid process.

MOVED BY COMM. LYNCH, SUPPORTED BY COMM. SWOPE, TO APPROVE THE RESOLUTION TO AUTHORIZE A CONTRACT WITH THE STATE OF MICHIGAN FAMILY INDEPENDENCE AGENCY OFFICE OF JUVENILE JUSTICE FOR COMMUNITY BALANCED AND RESTORATIVE JUSTICE AND TO SUBCONTRACT WITH THE MICHIGAN COUNCIL AND CRIME AND DELINQUENCY. MOTION CARRIED UNANIMOUSLY. Absent: Comm. Czarnecki

- 7. <u>Health Department</u>
  - a. Resolution to Authorize a Subcontract with the Ingham Health Plan Corporation to Implement a Grant from the Health Services Research Administration

In response to Comm. Minter, Mr. Jacobs explained that the hardware and the software will reduce patient waiting time and improve efficiency. The hand-held computers will be used to communicate medical information to other medical sites in an effort to provide improved patient services. The computers will be PDA's.

Mr. Neilsen informed the Committee that the Human Services Committee is meeting on April 9. The Health Department items will be presented at the Monday night meeting.

MOVED BY COMM. SCHAFER, SUPPORTED BY COMM. KRAUSE, TO APPROVE THE RESOLUTION TO AUTHORIZE A SUBCONTRACT WITH THE INGHAM HEALTH PLAN CORPORATION TO IMPLEMENT A GRANT FROM THE HEALTH SERVICES RESEARCH ADMINISTRATION CONTINGENT UPON APPROVAL BY THE HUMAN SERVICES COMMITTEE. MOTION CARRIED UNANIMOUSLY. Absent: Comm. Czarnecki

b. Resolution to Authorize a Subcontract with the Ingham Intermediate School District to Implement the All Children Connected to Succeed Initiative

Comm. Krause stated she spoke with Mr. Neilsen prior to the start of this meeting regarding her concerns about the space issue. He informed her that all of the new employees will not be assigned to the Human Services Building.

MOVED BY COMM. SCHAFER, SUPPORTED BY COMM. MINTER, TO APPROVE THE RESOLUTION TO AUTHORIZE A SUBCONTRACT WITH THE INGHAM INTERMEDIATE SCHOOL DISTRICT TO IMPLEMENT THE ALL CHILDREN CONNECTED TO SUCCEED INITIATIVE. APPROVAL IS CONTINGENT UPON APPROVAL BY THE HUMAN SERVICES COMMITTEE. MOTION CARRIED UNANIMOUSLY. Absent: Comm. Czarnecki

c Resolution to Authorize a Contract with Assurecare/Group Benefit Services, Inc., and to Authorize an Amendment to the Administrative Services Agreement with the Ingham Health Plan Corporation

In response to Comm. Minter, Mr. Neilsen explained that the processing of the claims will be out sourced because the County's software package was designed to pay governmental bills, not medical related bills. The County's software cannot generate the detailed bills needed by the medical community. Our package would need a major rewrite to meet the needs of the medical community.

In response to Comm. Lynch, Mr. Neilsen explained that employees in the Financial Services Department will not lose their jobs due to this out sourcing. Approximately 1,300 medical claims are processed per month. Mr. Restuccia is very much in favor of this Resolution.

MOVED BY COMM. SCHAFER, SUPPORTED BY COMM. LYNCH, TO APPROVE THE RESOLUTION TO AUTHORIZE A CONTRACT WITH ASSURECARE/GROUP BENEFIT SERVICES, INC., AND TO AUTHORIZE AN AMENDMENT TO THE ADMINISTRATIVE SERVICES AGREEMENT WITH THE INGHAM HEALTH PLAN CORPORATION. APPROVAL IS CONTINGENT UPON APPROVAL BY THE HUMAN SERVICES COMMITTEE. MOTION CARRIED UNANIMOUSLY. Absent: Comm. Czarnecki

- 8. <u>Controller's Office</u>
  - b. Resolution Authorizing Adjustments to the 2001 Ingham County Budget

In response to Comm. Swope, Mr. Neilsen explained that the 2000 Board of Commissioners approved \$135,000 toward the increased cost of health care premiums. The transfer of \$298,000 under General Fund Revenues is a carryover from last year. The funds were not used in 2000. Therefore, the funds are to be carried over to the 2001 General Fund budget. Chairperson Grebner further explained this process. The Committee continued their discussion of this item.

MOVED BY COMM. KRAUSE, SUPPORTED BY COMM. SCHAFER, TO APPROVE THE RESOLUTION AUTHORIZING ADJUSTMENTS TO THE 2001 INGHAM COUNTY BUDGET AS AMENDED ON THE LATE SHEET. MOTION CARRIED UNANIMOUSLY. Absent: Comm. Czarnecki

c. <u>2002 Budget Update</u> - The Strategic Planning and Budget Development Process will resume next round of meetings

The Committee did not discuss this item.

9. Board Referrals - Delhi Charter Township - Notice of Hearing for an Application for an Industrial Facilities Exemption Certificate by Magna Interior Systems, Inc.

The Board Referral was received and placed on file.

10. <u>County Clerk</u> - Resolution to Authorize the Ingham County Apportionment Commission to Enter into an Agreement for Consultant Services and Authorize a Contingency Appropriation

In response to Comm. Schafer, Mr. Schertzing stated Tri-County Regional Planning conducted the services in 1990. Chairperson Grebner stated Mr. Coleman has advised that Tri-County cannot conduct the services this year. Mr. Neilsen stated the planner who conducted these services in 1990 has left Tri-County.

In response to Comm. Lynch, Mr. Schertzing stated he does not believe that the Reapportionment is to be placed in any departmental budget. Chairperson Grebner stated it probably should have been budgeted some place. However, this issue only comes up every ten years.

Mr. Neilsen stated the Resolution authorizes up to \$25,000 for the contract services. RFP's have been issued and advertised. The proposals will be reviewed on Monday, April 9. A vendor will be

selected and a dollar amount determined for the Board meeting on April 10. In response to Comm. Minter's concern regarding the \$25,000, Mr. Neilsen stated the Committee could amend the amount or leave it blank. However, the RFP's have already been issued. Chairperson Grebner stated if this issue had been thought about earlier, the process should have started in November.

## Chairperson Grebnerdisclosed that a vendor, Database Graphics, is very closely associated with him. He stated he does not have any ownership interest in Database Graphics.

In response to Comm. Krause, Chairperson Grebner stated if there is a reasonable question, staff should err in favor of another vendor. He further explained that it is very difficult to find mapping vendors who have experience with reapportionment. This is a limited field.

Mr. Neilsen stated that, at the direction of the Administrative Services/PersonnelCommittee, Mr. Bryanton asked the Purchasing Department to send an RFP to EPIC/MRA. Chairperson Grebner stated an effort is being made to locate a vendor at Michigan State University.

MOVED BY COMM. SWOPE, SUPPORTED BY COMM. MINTER, TO APPROVE THE RESOLUTION TO AUTHORIZE THE INGHAM COUNTY APPORTIONMENT COMMISSION TO ENTER INTO AN AGREEMENT FOR CONSULTANT SERVICES AND AUTHORIZE A CONTINGENCY APPROPRIATION. MOTION CARRIED with Comm. Schafer voting NO. Absent: Comm. Czarnecki

#### Announcements

Comm. Schafer read information from the Stockbridge Towne Crier regarding the Stockbridge Township Board's salary increases.

Mr. Neilsen stated Ms. Potter left information for the Committee regarding agenda item three.

Public Comment: None

The meeting adjourned at 7:53 p.m.

Respectfully submitted,

Debra Neff

To: Ingham County Law & Courts and Finance Committees

From: John L. Neilsen, Deputy Controller

Subject: 2001 Regional Pursuit Driving Grant

Date: April 11, 2001

In February, the Ingham County Board of Commissioners approved the attached Resolution 01- 63, Resolution to Accept the 2001 Regional Pursuit Driving Grant.

Since that time, we have reached an impasse with getting a contract negotiated with the Race Track (MIS) ownership and over the use of their facilities for this training program. (It should be pointed out that MIS provides this track and several other services free of charge.) The issues are outlined in the attached communication and attachments dated March 29, 2001 from Robert Townsend, of our Attorney's Office.

At this date, all the issues have been resolved with the exception of the language of the individual Release Forms (THIS IS A CONSENT AND RELEASE OF LIABILITY). Our Attorney has advised us that they cannot approve these as to form to sign. MIS has indicated they will not change the forms and we must sign to use the facility. Therefore, we are at a impasse. Do we sign the documents recognizing our legal counsel has advised against it and proceed with this training as has been conducted at this facility in the same manner for several years? Or do we reject the grant, not conduct the training, and not have officers properly trained in pursuit driving tactics?

Either situation increases liability exposure to the County and Sheriff's Office. If negotiations to resolve this situation are not successful by Committee time, your options will be discussed and a recommendation will be forthcoming on this issue.

c: Peter Cohl, County Attorney Bob Townsend, County Attorney Sheriff Gene Wriggelsworth Matt Myers, Under Sheriff Jerry Ambrose, Controller Connie Lange, Financial Services Introduced by the Law & Courts and Finance Committees of the:

#### INGHAM COUNTY BOARD OF COMMISSIONERS

#### **RESOLUTION TO ACCEPT THE 2001 REGIONAL PURSUIT DRIVING GRANT**

#### **RESOLUTION #01-63**

WHEREAS, the Ingham County Sheriff's Office applied for and has been approved to receive a police driver's training grant from the Michigan Justice Training Commission.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the acceptance of the Regional Pursuit Driving grant from the Michigan Justice Training Commission for \$57,530 for the time period of January 1, 2001 through December 31, 2001.

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

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners directs the Controller to make the necessary budget adjustments in the Ingham County Sheriff's Office 2001 budget.

COHL, STOKER & TOSKEY, P.C.

ATTORNEYS AND COUNSELORS 601 NORTH CAPITOL LANSING, MICHIGAN 48933

PETER A. COHL DAVID G. STOKER ROBERT D. TOWNSEND BONNIE G. TOSKEY JOHN R. MCGLINCHEY RUTH E. MASON RICHARD D MCNULTY NAOMI A. GAYNOR TIMOTHY M. PERRONE

(517) 372-9000 FAX (517) 372-1026

March 29, 2001

Mr. Gerald W. Ambrose Ingham County Controller Ingham County Courthouse P.O. Box 319 Mason, Michigan 48854

Re: Michigan International Speedway Race Track Rental Agreement with Ingham County

Dear Mr. Ambrose:

Enclosed is the Michigan International Speedway (MIS) Race Track Rental Agreement with attached Amendments to be entered into between MIS and the County for the conduction of a Pursuit Driving Training Program by the Sheriff's Office. Also attached to the Agreement is a revised Speedway Liability Release Sheet. In both the Agreement and the Release Sheet, the indemnification sections have been deleted in exchange for having MIS listed as an additional insured on the County's insurance. The deleted indemnification sections had read as follows:

Agreement's Indemnification Clause:

**INDEMNIFICATION:** Lessee agrees to be responsible for, to hold harmless, indemnify and to defend International Speedway Corporation, Michigan International Speedway and their respective subsidiary and affiliated companies, shareholders, directors, officers, sponsors, employees, and agents from any and all claims, including reasonable attorney's fees and costs, of liability whether by reason of injury to or death of the person or of damage to the property of another or otherwise arising in connection with any use of the Speedway premises by Lessee (or, if applicable, any use by other individuals or entities sharing rental of the premises with Lessee), excepting only claims based upon MIS's sole negligence, bad faith or intentional acts. The parties indemnified hereunder shall have the right to retain their own counsel, in which case those reasonable attorney's fees shall be covered by Lessee's agreement to indemnify

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Gerald W. Ambrose March 29, 2001 Page 2

such parties for such fees set forth immediately above in this paragraph.

Release Sheet's Indemnification Provisions:

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE "RELEASEES" and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating at any time in the EVENT(S) and whether caused by the negligence or gross negligence of the "RELEASEES" or otherwise;

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF "RELEASEES" OR OTHERWISE while in or upon the restricted areas and/or while competing, officiating, observing, or working for, or for any purpose participating in the EVENT(S). Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE "RELEASEES".

It is my understanding that MIS is insisting upon inclusion of the indemnification sections set forth above in both the Rental Agreement and the Release Sheets. Such indemnification provisions would require the County and the parties signing the Release Sheets to indemnify the MIS and others named from liability arising form the use of the MIS' facilities.

The reason this office has deleted the indemnification provisions from the Agreement and the Release Sheet is that the counties in Michigan are precluded from agreeing to indemnification of other parties for liability they may incur by Article 9, Section 18 of the Michigan 1963 Constitution, which states in part that:

The credit of the state shall not be granted to, nor in aid of any person, association or corporation, public or private, except as authorized in this constitution.

The Michigan Supreme Court has held that the above-quoted constitutional prohibition also applies to-counties as well as other local units of government and municipalities. <u>Drain</u> <u>Commissioner of Oakland County</u> v <u>City of Royal Oak</u>, 306 Mich 124, 142; 10 NW 2d 435 (1943) (construing the predecessor of Const. 1963, art 9, § 18; Const. 1908, art. 10, § 12); <u>Advisory</u> <u>Opinion on Constitutionality of 1986 PA 281</u>, 430 Mich 93, 119; 422 NW 2d 186 (1988).

Gerald W. Ambrose March 29, 2001 Page 3

The State considers indemnification agreements to be agreements to act as an insurer of another party which, if required of the State, would be viewed as giving or lending of the State's credit. Since the Michigan Constitution contains no authorization for indemnification, the State takes the position that it is barred by the Constitution's Article 9, Section 18 from entering into indemnification agreements. As noted above, this bar must also be applied to Ingham County.

Inasmuch as counties lack the authority to enter into indemnification agreements, this office is unable to approve the inclusion of indemnification provisions in the Race Track Rental Agreement and the Release Sheet.

If you have any questions with regard to the enclosed or matters discussed herein, do not hesitate to contact me.

Very truly yours,

COHL, STOKER & TOSKEY, P.C. ober Robert D. Townsend

RDT/mkf Enclosure pc: Undersheriff Matthew Myers

N:\Client\Ingham\Sheriff\Ambrose Mi Int'l Spdway Itr.wpd



### MICHIGAN INTERNATIONAL SPEEDWAY ("MIS") RACE TRACK RENTAL AGREEMENT

NAME:	COUNTY OF INGHAM FOR INGHAM COUNTY SHERIFF'S OFFICE
CONTACT PERSON:	DEPUTY DANIEL J. SUMP
ADDRESS:	630 N. CEDAR STREET
CITY/STATE/ZIP:	MASON, MICHIGAN 48854-1098
TELEPHONE:	(517) 676-2431

,

As a Lessee to have the exclusive/shared (circle one) use of the Michigan International Speedway for the following period(s):

Date	From	To	Rate
AUGUST 30			
AUGUST 31			
SEPTEMBER 4			
SEPTEMBER 6			
SEPTEMBER 11			
SEPTEMBER 13			
SEPTEMBER 18			
SEPTEMBER 20			
SEPTEMBER 21			
SEPTEMBER 25			
OCTOBER 1			
OCTOBER 2			
OCTOBER 9			
OCTOBER 10			
OCTOBER 15			
OCTOBER 16	,		
OCTOBER 17			
OCTOBER 22			
OCTOBER 23 OCTOBER 25			
OCTOBER 26 NOVEMBER 7		•	
NOVEMBER 7 NOVEMBER 8			NO CHARGE
TAC A TETATDELCO			-

RELEASE SHEET PROCEDURES: All persons entering Michigan International Speedway G (the "Speedway") MUST sign a Speedway Liability Release Sheet. Lessee shall be responsible for securing such executed release sheets.

FEE/BILLING SCHEDULE: Lessee shall pay MIS <u>-0</u> per day for track rental. A nonrefundable deposit of \$1,000.00 per day of scheduled use shall be due immediately upon execution of this Agreement; said deposit shall be credited against the total track rental fee due hereunder. The remaining balance of Lessee's track rental fee shall be due and owing upon Lessee's arrival at the Speedway for the Activity Planned; failure to pay the rental fee at that time shall be a default under this Agreement and Lessee's right hereunder to use the premises shall be forfeited.

In the event of Lessee's cancellation of the Activity Planned, Lessee's deposit shall be retained by MIS as liquidated damages, and neither party shall have any further obligation to the other. In the event that Activity Planned is delayed by inclement weather or other causes beyond MIS's reasonable control, the MIS General Manager or his designee may approve substitute dates hereunder.

SHARED TESTING RENTAL: MIS permits shared rental of the race track, pit lane and paddock areas for testing purposes for teams, the number of which shall be determined and approved by MIS. If the track is being shared, Lessee shall be deemed the primary renting party. The primary renting party shall have full responsibility and liability to MIS according to the terms of this Agreement, and discretion and control over the sharing, if that party so elects, of terms of this Agreement, and discretion and control over the sharing, if that party so elects, of the race track with other race teams. However, in no event shall the number of teams permitted at the racetrack exceed the amount determined and approved by MIS. Moreover, each additional team must be responsible for paying the primary renting party for its share of the fee due to MIS, if applicable.

NON-TRANSFERABLE: Lessee agrees that this Agreement CANNOT be subleased, transferred or assigned to any other party.

PROHIBTED USES: Unless otherwise specified in this Agreement, Lessee MAY NOT film or broadcast the above Activity Planned.

INDEMNIFICATION: Lessee agrees to be responsible for, to hold harmless, indemnify and todefend International Speedway Corporation, Michigan International Speedway and their respective subsidiary and affiliated companies, shareholders; directors; officers, sponsors, employees, and agents from any and all claims, including reasonable attorney's fees and costs, of liability whether by reason of injury to or death of the person or of damage to the property of another or otherwise arising in connection with any use of the Speedway premises by Lessee (or, if applicable, any use by other individuals or entities sharing rental of the premises with Lessee), excepting only claims based upon MIS's sole negligence, bad faith or intentional acts. The parties indemnified hereunder shall have the right to retain their own counsel, in which case those reasonable attorney's fees shall be covered by Lessee's agreement to indemnify such parties for such fees set forth immediately above in this paragraph.

**INSURANCE:** Upon execution of this Agreement but in no event later than thirty (30) days prior to the Activity Planned, Lessee shall provide MIS a Certificate of Insurance showing evidence of liability coverage for bodily injury and property damage with a combined single-limit of not less than \$1,000,000.00 (One Million Dollars) per occurrence, \$1;000,000.00 (One Million Dollars) annual aggregate and including as additional insureds International Speedway Corporation, Michigan International Speedway and their respective subsidiary and affiliated companies, shareholders, directors, officers, employees, agents and sponsors. In the event Lessee's intended use of the Speedway premises contemplates use of the race track and vehicles thereon, Lessee's liability insurance obligation hereunder shall be increases to a combined single limit of not less than \$5,000,000.00 (Five Million Dollars) per occurrence, \$5,000,000.00 (Five Million Dollars) annual aggregate

Lessee shall also provide MIS a Certificate of Insurance showing evidence of statutory worker's Compensation insurance and/or participant accident insurance including death, disability, dismemberment and medical benefits for all employees of Lessee and its subsidiaries and Affiliates engaged in the usage of the Speedway premises. All insurance policies required hereunder shall provide that such policies shall not be canceled or reduced without thirty- (30) day's advance written notice to MIS.

**PROPERTY DAMAGE:** Lessee shall repair any and all damage to the MIS resources, facilities, premises, or property caused by or attributable to Lessee's activities, and the MIS General Manager or his designee shall be the sole judge of the extent of such damage and the adequacy of any repairs or restoration.

# AMENDED

UNSAFE OR UNLAWFUL-CONDUCT: The MIS General Manager or his designee may terminate any activity permitted hereunder when such action is deemed necessary or appropriate for the safety of other lawful users of the Speedway, for the protection of the resources or premises, or for the prevention of a violation of any local, state, or federal rule relating to the use of the premises or relating to any activity permitted hereunder. NO REPRESENTATION OR WARRANTY OF FITNESS: THE PREMISES RENTED HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS, AND MIS MAKES NO REPRESENTATION OR WARRANTY AS TO THE FITNESS OF THE PREMISES FOR LESSEE'S ACTIVITY PLANNED OR FOR ANY PARTICULAR PURPOSES. Accordingly Lessee is hereby advised that Lessee shall be solely responsible for personally inspecting the premises before commencement of the Activity Planned. Lessee's commencement of the Activity Planned shall constitute an express acknowledgement by Lessee that the premises are safe and adequate for Lessee's intended use. Lessee shall have exclusive control of the facilities during its Activity Planned and shall be responsible for all equipment and for adequate safeguards for the protection of Lessee, its employees, agents, and representatives, and others engaged in the Activity Planned.

**RELATIONSHIP**: Nothing in this Agreement is intended to, or shall be deemed to constitute a partnership or joint venture between the parties nor to create any agency partner relationship between the parties. Neither party shall hold itself out as a partner, joint investor or agent of the other under this Agreement.

**INTELLECTUAL PROPERTY:** Lessee may NOT use any names, trademarks, service marks, or logos of MIS or International Speedway Corporation for any commercial purposes or advertising resulting from this Agreement or the Activity Planned without the express written consent of MIS or International Speedway Corporation, as the case may be.

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JURISDICTION/VENUE: This Agreement and all rights and obligations of the parties shall be construed and governed in accordance with the laws of the State of Michigan. The parties agree to submit to the personal jurisdiction of the State of Michigan. Venue shall lie solely in Lenawee County. In the event of litigation regarding the terms and conditions of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs.

**ENTIRE AGREEMENT:** This document contains the entire Agreement of the parties relating to the subject matter contained herein. There are no promises, terms, conditions, rights or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreement, whether verbal or written, between the parties hereto. THIS AGREEMENT IS SUBJECT TO THE ATTACHED AMENDMENT.

COUNTY OF INGHAM FOR LESSEE: INGHAM COUNTY SHERIFF'S OFFICE	MICHIGAN INTERNATIONAL SPEEDWAY
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
PRINT NAME: <u>Mark Grebner</u>	PRINT NAME:
TITLE <u>Chairperson, County Board</u> of Commissioners DATE:	
Mike Bryanton, County Clerk Date	
Gene Wriggelsworth, Sheriff Date	
APPROVED AS TO FORM ONLY FOR COUNTY OF INGHAM	
COHL, STOKER & TOSKEY, P.C. y Robert D. lownsend	

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#### AMENDMENT TO MICHIGAN INTERNATIONAL SPEEDWAY RACE TRACK RENTAL AGREEMENT

THIS AMENDMENT, made and entered into by and between MICHIGAN INTERNATIONAL SPEEDWAY (hereinafter referred to as the "MIS" or as the "Speedway") and the COUNTY OF INGHAM, a municipal corporation and political subdivision of the State of Michigan, acting on behalf of the INGHAM COUNTY SHERIFF'S OFFICE (hereinafter referred to as the "Lessee"), amends the Race Track Rental Agreement entered into between said parties.

#### WITNESSETH:

1. Section entitled **RELEASE SHEET PROCEDURES**, page 2, of the abovestated Rental Agreement, shall be amended to read as follows:

> **RELEASE SHEET PROCEDURES:** All persons entering Michigan International Speedway (the "Speedway") must sign a Speedway Liability Release Sheet containing the provisions and deletions set forth in the Release Sheet attached to this Agreement. Lessee shall be responsible for securing executed Release Sheets containing the provisions and deletions in the attached Release Sheet.

2. Section entitled **INDEMNIFICATION**, page 2, of the above-stated Rental Agreement, shall be deleted from the Agreement in its entirety.

3. Section entitled **INSURANCE**, page 3, of the above-stated Rental Agreement shall be amended to read as follows:

**INSURANCE:** Upon execution of this Agreement, but in no event later than thirty (30) days prior to the Activity Planned, Lessee shall provide MIS a certificate of insurance or such other evidence as Lessee may have regarding its possession of the insurance coverage showing evidence of liability coverage for bodily injury and property damage with a combined single limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence, ONE MILLION AND NO/100 DOLLARS (\$1,000,00.00) annual aggregate, and including as additional insured International

Speedway Corporation and Michigan International Speedway. In the event Lessee's intended use of the Speedway premises contemplates use of the race track and vehicles thereon, Lessee's liability insurance obligations hereunder shall be increased to a combined single limit of not less than FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) per occurrence and FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) annual aggregate. The employers of persons using Speedway premises pursuant to this Agreement shall be responsible for maintaining worker's compensation insurance and/or participant accident insurance including death, disability, dismemberment and medical benefits for all their employees.

The liability insurance policies required of the Lessee hereunder shall provide that such policies shall not be canceled or reduced without thirty (30) days advance written notice to MIS.

It is expressly understood and agreed by MIS that the Lessee is self insured through the Michigan Municipal Risk Management Authority (MMRMA). The Lessee shall not obtain or otherwise be required to obtain any insurance coverage not currently covered by the Lessee's MMRMA coverage.

4. Section entitled **PROPERTY DAMAGE**, page 3, of the above-stated Rental Agreement, shall be amended to read as follows:

**PROPERTY DAMAGE:** Lessee shall repair any and all damage to the MIS resources, facilities, premises, or property caused by or attributable to Lessee's activities.

5. Section entitled **JURISDICTION/VENUE**, page 4, of the above-stated Rental Agreement, shall be amended to read as follows:

**JURISDICTION/VENUE:** This Agreement and all rights and obligations of the parties shall be construed and governed in accordance with the laws of the State of Michigan. The parties agree to submit to the personal jurisdiction of the State of Michigan. Venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules.

6. Section entitled **NONDISCRIMINATION**, shall be added to the above-stated Rental Agreement to read as follows:

**NONDISCRIMINATION:** MIS and Lessee, as required by law, shall not 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 race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

7. Section entitled **INVALID/UNENFORCEABLE PROVISIONS**, shall be added to the above-stated Rental Agreement to read as follows:

**INVALID/UNENFORCEABLE PROVISIONS:** If any provision of this Agreement is rendered invalid or unenforceable because of any state or federal statute or regulations or ruling by any tribunal of competent jurisdiction, that provision shall be null and void, and shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid/unenforceable provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid or unenforceable.

8. Section entitled **CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT**, shall be added to the above-stated Rental Agreement to read as follows:

#### **CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT:**

The persons signing on behalf of the parties to this Agreement hereby certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

9. All other terms and conditions contained in the above-stated Rental Agreement shall remain in full force and effect except as modified herein. This Amendment-shall become effective on the effective date of the above-stated Agreement.

10. The persons signing this Amendment on behalf of the parties to the abovestated Rental Agreement certify by their signatures that they are duly authorized to sign this Amendment to the Rental Agreement on behalf of said parties and that this Amendment has been authorized by said parties.

**IN WITNESS WHEREOF**, the authorized representatives of the parties hereto have fully executed this instrument on the day and year above first written.

WITNESSES		MICHIGAN INTERNATIONAL SPEEDWAY
	Date	By: (Signature)
		Name:(Print or Type)
		Title:(Print or Type)
		LESSEE: COUNTY OF INGHAM on behalf of INGHAM COUNTY SHERIFF'S OFFICE
	Date	By: Mark Grebner, Chairperson Board of Commissioners
	Date	By: Mike Bryanton, County Clerk
	Date	By: Gene Wriggelsworth, Sheriff
APPROVED AS TO FORM COHL, STOKER & TOSKE		
By: Robert D. Townsend	ounders	

N:\Client\Ingham\Sheriff\Agreements\Mi Int'l Spdwy Amd.wpd ING/Sheriff 01-011

## Agenda Item 5b

THIS IS A CONSENT AND RELEASE OF LIABILITY

Request and Release of Liability

Jor

Track \_\_\_\_\_

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Code \_\_

Signed on \_\_\_\_\_

## RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

THIS SECTION MUST BE CAREFULLY READ AND SIGNED BY THE APPLICANT IN CONSIDERATION OF BEING PERMITTEL TO ENTER FOR ANY PURPOSE ANY RESTRICTED AREA (herein defined as including but not limited to the racing surface, pi areas, infield, paddock area, grandstand area, and all walkways, concessions, and other areas appurtenant to any area where any areas infield paddock area, grandstand area, and all walkways, concessions, and other areas appurtenant to any area where any activity related to the EVENT(S) shall take place), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the event. EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs and next of kin, acknowledges, agrees and represents that he/she has, or will immediately upon entering any of such restricted areas and next of kin, acknowledges, agrees and represents that he/she has, or will immediately upon entering any of such restricted areas and next of kin, acknowledges, agrees and represents that he/she has, or will immediately upon entering any of such restricted areas and next of kin, acknowledges, agrees and represents that he/she has inspected which he/she enters and with which he/she comes in contact, and he/she does further warrant that his/her entry upon such restricted area or areas and his/her participation if any, in the EVENT(S) constitutes an acknowledgment that he/she has inspected such restricted area and that he/she finds and accepts the same as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she is in or about restricted areas and he feels anything to be unsafe he/she will refuse to participate further in if, at any time, he/she is in or about restricted areas and he feels anything to be unsafe he/she will refuse to participate further in the EVENT(S), will immediately advise the officials of such unsafe situation and will leave the restricted areas and not return.

1. HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE THE PROMOTERS, PARTICI-1. HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE THE PROMOTERS, PARTICI-PANTS, RACING ASSOCIATION, SANCTIONING ORGANIZATION OR ANY SUBDIVISION THEREOF, TRACK OPERATOR, TRACK OWNER, OFFICIALS, VEHICLE OWNERS, DRIVERS, PIT CREWS, ANY PERSONS IN ANY RESTRICTED AREA, TRACK OWNER, OFFICIALS, VEHICLE OWNERS, DRIVERS, PIT CREWS, ANY PERSONS IN ANY RESTRICTED AREA, TRACK OWNER, OFFICIALS, VEHICLE OWNERS, DRIVERS, PIT CREWS, ANY PERSONS IN ANY RESTRICTED AREA, TRACK OWNER, OFFICIALS, VEHICLE OWNERS, DRIVERS, PIT CREWS, ANY PERSONS IN ANY RESTRICTED AREA, TRACK OWNER, OFFICIALS, VEHICLE OWNERS, DRIVERS, DISCHARGES USED TO CONDUCT THE EVENT(S), PREMISES OR SPONSORS, ADVERTISERS, OWNERS AND LESSEES OF PREMISES USED TO CONDUCT THE EVENT(S), PREMISES OR EVENT INSPECTORS, SURVEYORS, UNDERWRITERS, CONSULTANTS OR OTHER PERSONS OR ENTITIES WHO GIVE EVENT INSPECTORS, SURVEYORS, UNDERWRITERS, CONSULTANTS OR OTHER PERSONS OR ENTITIES WHO GIVE EVENT INSPECTORS, SURVEYORS, UNDERWRITERS, CONSULTANTS OR OTHER PERSONS OR ENTITIES WHO GIVE EVENT INSPECTORS, OFFICIALS, OR INSTRUCTIONS OR ENGAGE IN RISK EVALUATION OR LOSS CONTROL ACTIVITIES RECOMMENDATIONS, DIRECTIONS, OR INSTRUCTIONS OR ENGAGE IN RISK EVALUATION OR LOSS CONTROL ACTIVITIES RECOMMENDATIONS, DIRECTIONS, OR INSTRUCTIONS OR ENGAGE IN RISK EVALUATION OR LOSS CONTROL ACTIVITIES REGARDING THE PREMISES OR EVENT(S) THEIR PARENTS, SUBSIDIARIES, WHOLESALERS, AFFILIATED CORPORA-REGARDING THE PREMISES OR EVENT(S) THEIR PARENTS, SUBSIDIARIES, WHOLESALERS, ALL FOR THE PURPOSES TIONS, AND EACH OF THEM, AND THE DIRECTORS, OFFICERS, AGENTS AND EMPLOYERS, ALL FOR THE PURPOSES HEREIN REFERRED TO AS THE "RELEASEES," FROM ALL LIABILITY to the undersigned, his/her personal representatives, HEREIN REFERRED TO AS THE "RELEASEES," FROM ALL LIABILITY to the undersigned of the "Releasees" or otherwise or property or resulting in death of the undersigned, whether caused by the

3:X XIEREBX ASSUMES FULLARESPONSIBLE MY FORANDRISK QE BORH, MULTRY, DEATH ORDERNY DAMAGE 3:X XIEREBX ASSUMES FULLARESPONSIBLE MY FORANDRISK QE BORH, MULTRY, DEATH ORDERNY DAMAGE XOUE FO THE NECE NOEMOEOR GROSS NECENCED OF MOLEASEES YOR OTHER WYSE, WHILE NOE HER WYSE, WHILE NOE HER WISE, WE WANTED THE NEED AND THE NEED A

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities of the EVENT(S) are very dangerous and involve the risk of serious injury and/or death and/or property damage and that his/her heirs and next of kin have been so advised. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indiminivage expressive intended EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indiminivage expressive intended to be as broad and inclusive as is permitted by law of the Province or State in which the EVENT(S) is conducted, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY ANE INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

DATE	SIGNATURE	REPRESENTING	TIME IN	TIME OUT	GUARD
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#### 15222 <u>N</u>0 THIS IS A CONSENT AND RELEASE OF LIABILITY **Request and Release of Liability**

Track \_\_\_\_\_

slor\_\_\_\_\_

Code

Signed on \_\_\_\_\_ 20 \_\_\_\_

## RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

THIS SECTION MUST BE CAREFULLY READ AND SIGNED BY THE APPLICANT IN CONSIDERATION OF BEING PERMITTED TO ENTER FOR ANY PURPOSE ANY RESTRICTED AREA (herein defined as including but not limited to the racing surface, pi areas, infield, paddock area, grandstand area, and all walkways, concessions, and other areas appurtenant to any area where any activity related to the EVENT(S) shall take place), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the event. EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs and next of kin, acknowledges, agrees and represents that he/she has, or will immediately upon entering any of such restricted areas and will continuously thereafter, inspect such restricted areas and all portions thereof which he/she enters and with which he/she comes in contact, and he/she does further warrant that his/her entry upon such restricted area or areas and his/her participation if any, in the EVENT(S) constitutes an acknowledgment that he/she has inspected such restricted area and that he/she finds and accepts the same as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she is in or about restricted areas and he teels anything to be unsafe he/she will refuse to participate further in the EVENT(S), will immediately advise the officials of such unsafe situation and will leave the restricted areas and not return.

1. HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE THE PROMOTERS, PARTICI-PANTS, RACING ASSOCIATION, SANCTIONING ORGANIZATION OR ANY SUBDIVISION THEREOF, TRACK OPERATOR, TRACK OWNER, OFFICIALS, VEHICLE OWNERS, DRIVERS, PIT CREWS, ANY PERSONS IN ANY RESTRICTED AREA, SPONSORS, ADVERTISERS, OWNERS AND LESSEES OF PREMISES USED TO CONDUCT THE EVENT(S), PREMISES OR EVENT INSPECTORS, SURVEYORS, UNDERWRITERS, CONSULTANTS OR OTHER PERSONS OR ENTITIES WHO GIVE RECOMMENDATIONS, DIRECTIONS, OR INSTRUCTIONS OR ENGAGE IN RISK EVALUATION OR LOSS CONTROL ACTIVITIES REGARDING THE PREMISES OR EVENT(S) THEIR PARENTS, SUBSIDIARIES, WHOLESALERS, AFFILIATED CORPORA-TIONS, AND EACH OF THEM, AND THE DIRECTORS, OFFICERS, AGENTS AND EMPLOYERS, ALL FOR THE PURPOSES HEREIN REFERRED TO AS THE "RELEASEES," FROM ALL LIABILITY to the undersigned, his/her personal representatives, assigns, helrs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence or gross negligence of the "Releasees" or otherwise while the undersigned is in or upon the restricted area, and/or competing, officiating in, observing, working for, or for any purposes participating in the EVENT(S).

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE "RELEASEES" and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating at any time in the EVENT(S) and whether caused by the negligence or gross negligence of the "RELEASEES" or otherwise;

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF "RELEASEES" OR OTHERWISE while in or upon the restricted areas and/or while competing, officiating, observing, or working for, or for any purpose participating in the EVENT(S). Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLI-GENT RESCUE OPERATIONS OR PROCEDURES OF THE "RELEASEES".

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities of the EVENT(S) are very dangerous and involve the risk of serious injury and/or death and/or property damage and that his/her heirs and next of kin have been so advised. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intendec to be as broad and inclusive as is permitted by law of the Province or State in which the EVENT(S) is conducted, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

DATE	SIGNATURE	REPRESENTING	TIME IN	TIME OUT	GUARÓ
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# MEMO

TO:	Finance Committee Ingham County Board of Commissioners
FROM:	Douglas A. Stover, Director Equalization/Tax Services
DATE:	April 6, 2001
RE:	Resolution Adopting 2001 Equalization Report and Resolution Designating Representatives to STC Hearings

State Equalization of County Equalized Values takes place each year in May. Administrative rules of the State Tax Commission require that each county designate the individuals selected to represent the County during State Equalization Hearings.

The attached resolution designates Commissioner Hertel, Commissioner Schafer and I as representatives for Ingham County for the 2001 preliminary and final State Equalization hearings. This requirement is somewhat of a formality in that it is intended for those counties who are experiencing some type of difficulty with State Equalization. I do not anticipate a problem with State Equalization for 2001. Even so, the attached resolution allows Ingham County to be heard if such problems were to arise.

Also, attached is a resolution adopting the 2001 County Equalized Value for the 16 townships and five cities within Ingham County. This information will be reviewed with the Equalization Subcommittee prior to the Finance Committee meeting on April 18, 2001. A printed copy of the 2001 Equalization Report will be available prior to the meeting of the full board on April 24, 2001.

Introduced by the Finance Committee of the:

#### INGHAM COUNTY BOARD OF COMMISSIONERS

#### RESOLUTION TO ADOPT THE 2001 COUNTY EQUALIZATION REPORT AS SUBMITTED WITH THE ACCOMPANYING STATEMENTS

WHEREAS, the Equalization Department has examined the assessment rolls of the 16 townships and five cities within Ingham County to ascertain whether the real and personal property in the respective townships and cities has been equally and uniformly assessed at true cash value; and

WHEREAS, based on its studies, the Equalization Department has presented to the Equalization Sub-Committee the 2001 Equalization data that equalizes the townships' and cities' valuations, by adding to or deducting from the valuations of the said taxable property in the 16 townships and five cities, an amount which represents the true cash value; and

WHEREAS, the attached report is the result of the foregoing process.

THEREFORE BE IT RESOLVED, by the Board of Commissioners of the County of Ingham, that the accompanying statements be, and the same hereby are, approved and adopted by the Board of Commissioners of the County of Ingham as the equalized value of all taxable property, both real and personal, for each of the 16 townships and five cities in said County for real property values equalized at \$6,197,585,712 and personal property values equalized at \$551,847,833 for a total equalized value of real and personal property at \$6,749,433,545 pursuant to Section 211.34 MCL, 1948, as amended.

#### 2001 INGHAM COUNTY ASSESSED AND EQUALIZED TOTALS

#### REAL AND PERSONAL PROPERTY

ASSESSMENT	REAL		PERSONAL		TOTAL REAL & PERSONAL	
JURISDICTION	ASSESSED	CEV	ASSESSED	CEV	ASSESSED	CEV
Townships						
Alaiedon	171,657,900	171,657,900	17,135,700	17,135,700	188,793,600	188,793,600
Aurelius	99,140,200	99,140,200	2,225,800	2,225,800	101,366,000	101,366,000
Bunker Hill	52,404,010	52,404,010	8,185,900	8,185,900	60,589,910	60,589,910
Delhi Charter	511,141,950	511,141,950	37,356,500	37,356,500	548,498,450	548,498,450
Ingham	59,258,775	59,258,775	1,414,561	1,414,561	60,673,336	60,673,336
Lansing Charter	217,755,700	217,755,700	58,668,400	58,668,400	276,424,100	276,424,100
Leroy	98,118,525	98,118,525	6,891,672	6,891,672	105,010,197	105,010,197
Leslie	64,512,750	64,512,750	5,690,785	5,690,785	70,203,535	70,203,535
Locke	70,651,235	70,651,235	832,250	832,250	71,483,485	71,483,485
Meridian Charter	1,346,327,616	1,346,841,446	70,518,400	70,518,400	1,416,846,016	1,417,359,846
Onondaga	70,803,700	70,803,700	8,631,500	8,631,500	79,435,200	79,435,200
Stockbridge	106,418,350	106,418,350	12,812,700	12,812,700	119,231,050	119,231,050
Vevay	103,040,792	103,040,792	10,833,391	10,833,391	113,874,183	113,874,183
Wheatfield	65,027,198	65,027,198	1,590,314	1,590,314	66,617,512	66,617,512
White Oak	48,009,950	48,009,950	7,250,400	7,250,400	55,260,350	55,260,350
Williamstown	189,207,100	189,207,100	6,332,900	6,332,900	195,540,000	195,540,000
Township Totals	3,273,475,751	3,273,989,581	256,371,173	256,371,173	3,529,846,924	3,530,360,754
Cities						
East Lansing	687,874,300	687,874,300	37,933,600	37,933,600	725,807,900	725,807,900
Lansing	1,967,895,850	1,967,895,850	228,868,600	228,868,600	2,196,764,450	2,196,764,450
Leslie	27,879,300	27,879,300	5,294,900	5,294,900	33,174,200	33,174,200
Mason	152,024,981	152,024,981	15,988,660	15,988,660	168,013,641	168,013,641
Williamston	87,921,700	87,921,700	7,390,900	7,390,900	95,312,600	95,312,600
City Totals	2,923,596,131	2,923,596,131	295,476,660	295,476,660	3,219,072,791	3,219,072,791
County Totals	6,197,071,882	6,197,585,712	551,847,833	551,847,833	6,748,919,715	6,749,433,545

Page 1

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#### 2001 INGHAM COUNTY ASSESSED VALUATIONS BY CLASS

#### **REAL PROPERTY**

JURISDICTION	AG	СОМ	IND	RES	DEV	TOTAL REAL ASSESSED
Townships						
Alaiedon	22,174,400	52,701,700	9,334,100	85,037,400	2,410,300	171,657,900
Aurelius	22,531,400	1,150,700	170,700	74,681,300	606,100	99,140,200
Bunker Hill	17,849,400	703,700	6,400	33,844,510	NC	52,404,010
Delhi Charter	5,116,100	87,742,700	8,332,000	408,206,450	1,744,700	511,141,950
Ingham	17,346,800	800,000	NC	41,091,575	20,400	59,258,775
Lansing Charter	NC	90,336,700	20,887,600	106,531,400	NC	217,755,700
Leroy	26,193,150	3,536,800	4,518,300	63,165,775	704,500	98,118,525
Leslie	18,471,150	531,150	94,200	45,416,250	NC	64,512,750
Locke	31,547,110	90,070	52,570	38,961,485	NC	70,651,235
Meridian Charter	580,700	337,303,400	3,684,900	1,004,758,616	NC	1,346,327,616
Onondaga	15,347,400	398,800	488,100	54,569,400	NC	70,803,700
Stockbridge	20,632,100	6,942,700	1,692,600	77,150,950	NC	106,418,350
Vevay	20,635,627	9,452,500	3,584,150	69,279,815	88,700	103,040,792
Wheatfield	21,693,856	979,600	547,550	41,716,092	90,100	65,027,198
White Oak	24,177,100	16,500	60,850	23,755,500	NC	48,009,950
Williamstown	7,693,900	5,473,800	1,496,300	173,671,200	871,900	189,207,100
Township Totals	271,990,193	598,160,820	54,950,320	2,341,837,718	6,536,700	3,273,475,751
Cities						
East Lansing	NC	235,356,200	629,200	451,888,900	NC	687,874,300
Lansing	NC	737,577,900	70,773,200	1,159,544,750	NC	1,967,895,850
Leslie	NC	4,104,900	1,648,200	22,126,200	NC	27,879,300
Mason	NC	37,286,260	12,944,660	100,912,741	881,320	152,024,981
Williamston	NC	20,333,200	6,021,200	60,846,700	720,600	87,921,700
City Totals		1,034,658,460	92,016,460	1,795,319,291	1,601,920	2,923,596,131
County Totals	271,990,193	1,632,819,280	146,966,780	4,137,157,009	8,138,620	6,197,071,882

NC = None Classed

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#### 2001 INGHAM COUNTY EQUALIZED VALUATIONS BY CLASS

#### **REAL PROPERTY**

ASSESSMENT JURISDICTION	AG	сом	IND	RES	DEV	TOTAL REAL CEV
Townships						
Alaiedon	22,174,400	52,701,700	9,334,100	85,037,400	2,410,300	171,657,900
Aurelius	22,531,400	1,150,700	170,700	74,681,300	606,100	99,140,200
Bunker Hill	17,849,400	703,700	6,400	33,844,510	NC	52,404,010
Delhi Charter	5,116,100	87,742,700	8,332,000	408,206,450	1,744,700	511,141,950
Ingham	17,346,800	800,000	NC	41,091,575	20,400	59,258,775
Lansing Charter	NC	90,336,700	20,887,600	106,531,400	NC	217,755,700
Leroy	26,193,150	3,536,800	4,518,300	63,165,775	704,500	98,118,525
Leslie	18,471,150	531,150	94,200	45,416,250	NC	64,512,750
Locke	31,547,110	90,070	52,570	38,961,485	NC	70,651,235
Meridian Charter	1,094,530	337,303,400	3,684,900	1,004,758,616	NC	1,346,841,446
Onondaga	15,347,400	398,800	488,100	54,569,400	NC	70,803,700
Stockbridge	20,632,100	6,942,700	1,692,600	77,150,950	NC	106,418,350
Vevay	20,635,627	9,452,500	3,584,150	69,279,815	88,700	103,040,792
Wheatfield	21,693,856	979,600	547,550	41,716,092	90,100	65,027,198
White Oak	24,177,100	16,500	60,850	23,755,500	NC	48,009,950
Williamstown	7,693,900	5,473,800	1,496,300	173,671,200	871,900	189,207,100
Township Totals	272,504,023	598,160,820	54,950,320	2,341,837,718	6,536,700	3,273,989,581
Cities						
East Lansing	NC	235,356,200	629,200	451,888,900	NC	687,874,300
Lansing	NC	737,577,900	70,773,200	1,159,544,750	NC	1,967,895,850
Leslie	NC	4,104,900	1,648,200	22,126,200	NC	27,879,300
Mason	NC	37,286,260	12,944,660	100,912,741	881,320	152,024,981
Williamston	NC	20,333,200	6,021,200	60,846,700	720,600	87,921,700
City Totals		1,034,658,460	92,016,460	1,795,319,291	1,601,920	2,923,596,131
County Totals	272,504,023	1,632,819,280	146,966,780	4,137,157,009	8,138,620	6,197,585,712

NC = None Classed

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#### 2001 INGHAM COUNTY ASSESSED VALUATIONS BY CLASS

#### PERSONAL PROPERTY

ASSESSMENT JURISDICTION	СОМ	IND	RES	UTIL	TOTAL PERSONAL ASSESSED
Townships					
Alaiedon	11,083,900	4,094,700	NC	1,957,100	17,135,700
Aurelius	614,500	14,200	NC	1,597,100	2,225,800
Bunker Hill	481,900	NC	NC	7,704,000	8,185,900
Delhi Charter	25,809,000	2,769,100	562,000	8,216,400	37,356,500
Ingham	456,307	NC	10,900	947,354	1,414,561
Lansing Charter	13,434,500	44,048,700	NC	1,185,200	58,668,400
Leroy	3,379,855	415,080	NC	3,096,737	6,891,672
Leslie	606,570	NC	NC	5,084,215	5,690,785
Locke	59,350	NC	NC	772,900	832,250
Meridian Charter	52,237,100	731,000	NC	17,550,300	70,518,400
Onondaga	476,700	NC	NC	8,154,800	8,631,500
Stockbridge	1,962,300	223,000	NC	10,627,400	12,812,700
Vevay	8,644,892	NC	NC	2,188,499	10,833,391
Wheatfield	577,621	169,151	NC	843,542	1,590,314
White Oak	1,179,400	NC	NC	6,071,000	7,250,400
Williamstown	2,836,200	196,300	NC	3,300,400	6,332,900
Township Totals	123,840,095	52,661,231	572,900	79,296,947	256,371,173
Cities					
East Lansing	32,294,400	NC	NC	5,639,200	37,933,600
Lansing	140,402,400	71,277,600	44,000	17,144,600	228,868,600
Leslie	977,800	3,640,200	NC	676,900	5,294,900
Mason	8,124,390	3,962,590	253,520	3,648,160	15,988,660
Williamston	2,387,950	2,317,870	275,040	2,410,040	7,390,900
City Totals	184,186,940	81,198,260	572,560	29,518,900	295,476,660
County Totals	308,027,035	133,859,491	1,145,460	108,815,847	551,847,833

NC = None Classed

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#### 2001 INGHAM COUNTY EQUALIZED VALUATIONS BY CLASS

#### PERSONAL PROPERTY

ASSESSMENT JURISDICTION	СОМ	IND	RES	UTIL	TOTAL PERSONAL CEV
Townships				4 057 400	47 425 700
Alaiedon	11,083,900	4,094,700	NC	1,957,100	17,135,700 2,225,800
Aurelius	614,500	14,200	NC	1,597,100	2,223,000
Bunker Hill	481,900	NC	NC	7,704,000	8,185,900
Delhi Charter	25,809,000	2,769,100	562,000	8,216,400	37,356,500
	456,307	NC	10,900	947,354	1,414,561
Ingham Lansing Charter	13,434,500	44,048,700	NC	1,185,200	58,668,400
	3,379,855	415,080	NC	3,096,737	6,891,672
Leroy Leslie	606,570	NC	NC	5,084,215	5,690,785
	59,350	NC	NC	772,900	832,250
Locke Meridian Charter	52,237,100	731,000	NC	17,550,300	70,518,400
Outradates	476,700	NC	NC	8,154,800	8,631,500
Onondaga Stockbridge	1,962,300	223,000	NC	10,627,400	12,812,700
Vevav	8,644,892	NC	NC	2,188,499	10,833,391
Wheatfield	577,621	169,151	NC	843,542	1,590,314
White Oak	1,179,400	NC	NC	6,071,000	7,250,400
Williamstown	2,836,200	196,300	NC	3,300,400	6,332,900
Township Totals	123,840,095	52,661,231	572,900	79,296,947	256,371,173
Cities					
East Lansing	32,294,400	NC	NC	5,639,200	37,933,600
Lansing	140,402,400	71,277,600	44,000	17,144,600	228,868,600
Leslie	977,800	3,640,200	NC	676,900	5,294,900
Mason	8,124,390	3,962,590	253,520	3,648,160	15,988,660
Williamston	2,387,950	2,317,870	275,040	2,410,040	7,390,900
City Totals	184,186,940	81,198,260	572,560	29,518,900	295,476,660
County Totals	308,027,035	133,859,491	1,145,460	108,815,847	551,847,833

NC = None Classed

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Introduced by the Finance Committee of the:

#### INGHAM COUNTY BOARD OF COMMISSIONERS

#### RESOLUTION DESIGNATING COUNTY REPRESENTATIVES AT STATE TAX COMMISSION HEARINGS

WHEREAS, the State Tax Commission has by statute the responsibility to annually equalize all county equalization reports for the State of Michigan; and

WHEREAS, the State Equalization hearing date and issuance of final order is set for Tuesday, May 29, 2001; and

WHEREAS, under administrative procedures the State Tax Commission requires that each county designate the individuals selected to represent the County at said hearing.

THEREFORE BE IT RESOLVED, that Douglas A. Stover, Equalization, Director, and Commissioners Curtis Hertel, Jr. and Randy Schafer, be and hereby are appointed to represent the County of Ingham at the preliminary meeting on Monday, May 14, 2001 and the Annual State Equalization Hearing on Tuesday, May 29, 2001, and any other dates as set by the State Tax Commission, in the matter of the 2001 equalization of assessments for Ingham County.

#### Agenda Item 3

#### RESOLUTION STAFF REVIEW DATE April 4, 2001

#### Agenda Item Title

- 1) Resolution Authorizing Entering into a Five (5) Year Contract with Dietz Janitorial Services, Inc. to Provide Janitorial Services for the Grady Porter Building
- Resolution Authorizing Entering into a Five (5) Year Contract with Dietz Janitorial Services, Inc. to Provide Janitorial Services for the Consolidated Courts Facility

Submitted by Facilities Department

Committees: Ad.Ser/Per.\*, H.S.\_, Law & Cts.\*, Finance\*

<u>Summary of Proposed Action</u> These two resolutions from the Facilities Department authorize entering into contracts with Dietz Janitorial Services, Inc. for janitorial services for the Grady Porter Building and the Consolidated Courts Facility.

#### Financial Implications

<u>Grady Porter Building</u> - Dietz Janitorial Services, Inc. submitting the lowest responsive proposal for an annual cost of \$73,493.00, total five year cost of \$367,465.00. (June 10, 2001 through June 9, 2006)

<u>Consolidated Courts Facility</u> - Dietz Janitorial Services, Inc. submitting the lowest responsive proposal for an annual cost of \$82,855.00, total five year cost \$414,275.00. (June 1, 2001 through May 31, 2006)

The funds for these contracts are available within the Grady Porter Building operational budget and the Consolidated Courts Facility operational budget.

<u>Other Implications</u> Proposals were advertised for and taken. The proposals were reviewed by both the Purchasing and Facilities Departments with Dietz Janitorial Services, Inc. submitting the lowest responsive proposals.

These contracts were done as two distinct documents anticipating that the Grady Porter Building may be closed or partially closed during renovation. We have the flexibility to terminate or modify the contract should that occur.

#### Staff Recommendation: JA <u>\*</u> DE \_\_\_\_ JN \_\_\_\_ HH \_\_\_\_

This resolution should be approved.

#### Agenda Item 3a

## MEMO

TO:	Administrative Services/Personnel, Finance, and Law & Courts Committees		
FROM:	John Andresen/Facilities Director		
DATE: April 2, 2001			
RE:	Resolution Authorizing Entering into a Five (5) Year Contract with Dietz Janitorial Services, Inc. to Provide Janitorial Services for the Grady Porter Building		

The current contract for janitorial services at the Grady Porter Building is due to expire on June 9<sup>th</sup>, 2001. The Purchasing Department solicited proposals for a five (5) year contract for the period of June 10, 2001 through June 9, 2006 to provide cleaning services for the Grady Porter Building. The proposals were reviewed by both the Purchasing and Facilities Departments with Dietz Janitorial Services, Inc. submitting the lowest responsive proposal for an annual cost of \$73,493.00 total five year cost of \$367,465.00.

The funds for this contract are available within the Grady Porter Building operational budget. We recommend that a contract be awarded to Dietz Janitorial Services, Inc.

Thank you!

JWA/cc

Attachment

#### Agenda Item 3a

Introduced by the Law & Courts, Administrative Services/Personnel and Finance Committees of the:

#### INGHAM COUNTY BOARD OF COMMISSIONERS

#### RESOLUTION AUTHORIZING ENTERING INTO A FIVE (5) YEAR CONTRACT WITH DIETZ JANITORIAL SERVICES, INC. FOR JANITORIAL SERVICES FOR THE GRADY PORTER BUILDING

WHEREAS, the current contract for janitorial services for the Grady Porter Building is due to expire June 9, 2001; and

WHEREAS, the funds for this contract are available within the Grady Porter Building operational budget; and

WHEREAS, the Purchasing Department solicited proposals for janitorial services for a five (5) year period starting June 10, 2001 through June 9, 2006, the proposals were reviewed by both the Purchasing and Facilities Departments; and

WHEREAS, it is the recommendation of both the Purchasing and Facilities Departments that a contract be awarded to Dietz Janitorial Services, Inc. who submitted the lowest responsive proposal to provide janitorial services for a five (5) year period starting June 10, 2001 through June 9, 2006 for an annual cost of \$73,493.00, total five year cost of \$367,465.00.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes entering into a contract with Dietz Janitorial Services, Inc., 920 Long Blvd. Suite 9, Lansing, Michigan 48910 to provide janitorial services for the Grady Porter Building for a five (5) year period starting June 10, 2001 through June 9, 2006 for an annual cost of \$73,493.00, total five year cost of \$367,465.00.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the County Attorney to prepare the necessary documents with the Board Chairperson and County Clerk to sign the same.

#### Agenda Item 3b

## MEMO

TO: Administrative Services/Personnel, Finance, and Law & Courts Committees
 FROM: John Andresen/Facilities Director
 DATE: April 2, 2001
 RE: Resolution Authorizing Entering into a Contract with Dietz Janitorial Services, Inc. to Provide Janitorial Services for the Consolidated Courts Facility

When the new Consolidated Courts Facility comes on-line it will be necessary to have daily janitorial services. The Purchasing Department solicited proposals for a five (5) year contract for the period of June 1, 2001 through May 31, 2006 to provide cleaning services for the new Consolidated Courts Facility. The proposals were reviewed by both the Purchasing and Facilities Departments with Dietz Janitorial Services, Inc. submitting the lowest responsive proposal for an annual cost of \$82,855.00, total five year cost \$414,275.00.

The funds for this contract are available within the Consolidated Courts Facility operational budget. We recommend that a contract be awarded to Dietz Janitorial Services, Inc.

Thank you!

JWA/cc

Attachment

#### Agenda Item 3b

Introduced by the Law & Courts, Administrative Services/Personnel and Finance Committees of the:

#### INGHAM COUNTY BOARD OF COMMISSIONERS

#### RESOLUTION AUTHORIZING ENTERING INTO A FIVE (5) YEAR CONTRACT WITH DIETZ JANITORIAL SERVICES, INC. TO PROVIDE JANITORIAL SERVICES FOR THE CONSOLIDATED COURTS FACILITY

WHEREAS, when the new Consolidated Courts Facility is up and running it will be necessary for daily janitorial services; and

WHEREAS, the funds for this contract have been budgeted for within the Consolidated Courts Facility operational budget; and

WHEREAS, the Purchasing Department solicited proposals for janitorial services for a five (5) year period starting June 1, 2001 through May 31, 2006, the proposals were reviewed by both the Purchasing and Facilities Departments; and

WHEREAS, it is the recommendation of both the Purchasing and Facilities Departments that a contract be awarded to Dietz Janitorial Services, Inc. who submitted the lowest responsive proposal to provide janitorial services for a five year (5) period starting June 1, 2001 through May 31, 2006 for an annual cost of \$82,855.00, total five year cost \$414,275.00.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes entering into a contract with Dietz Janitorial Services, Inc., 920 Long Blvd. Suite 9, Lansing, Michigan 48910 to provide janitorial service for the Consolidated Courts Facility for a five (5) year period starting June 1, 2001 through May 31, 2006 for an annual cost of \$82,855.00, total five (5) year cost \$414,275.00

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the County Attorney to prepare the necessary documents with the Board Chairperson and County Clerk to sign the same.

#### Agenda Item 4a

RESOLUTION STAF	F REVIEW	DATE	April 9, 2001
<u>Agenda Item Title</u>	Resolution to Author	ize a Cont	ract with Kid's Care of Michigan
Submitted by	Health Department		
Committees:	Ad.Ser/Per, H.S.	<u>*</u> , Law &	& Cts, Finance_*

Summary of Proposed Action (see attached letter of explanation)

This resolution will authorize an agreement with Kid's Care of Michigan to assure cooperation and coordination with the Ingham County Health Department's Locally Based Services Unit.

<u>Financial Implications</u> This is a State-funded program from the Michigan Department of Community Health (MDCH) whom shall reimburse Ingham County at MDCH established reimbursement rates for services provided by Ingham County Health Department under the agreement.

There are no costs to the County for this program, we are reimbursed by the State.

Other Implications

<u>Staff Recommendation</u>: JA \_\_\_\_ DE \_\_\_\_ JN <u>\*</u>\_\_ HH \_\_\_\_ This resolution should be approved.

#### Agenda Item 4a

### MEMORANDUM

To:	Human Services Committee Finance Committee
From:	Bruce Bragg
Date:	April 11, 2001
Subject:	Recommendation to Contract with Kid's Care of Michigan to Coordinate Services for Families with Children with Special Health Care Services Needs

This is a recommendation to authorize an agreement with Kid's Care of Michigan to assure cooperation and coordination with the Ingham County Health Department's Locally Based Services Unit. This Unit tracks all families in Ingham County who have children eligible for the State's Children's Special Health Care Services Program (CSHCS). The CSHCS program acts as an insurance program for families with children who have severe handicapping conditions. The Locally Based Service Units in local health departments are set up and funded by the State to provide information to such families, to assist in the coordination of services to such families and to provide case management services for a few of these families.

On the medical side, the State is trying to create incentives for families to enroll such children in organized health plans set up to provide a specified scope of benefits to each enrolled child in return for a fixed capitation payment. The County already has authorized a contract with Children's Choice of Michigan, a subsidiary of Detroit Medical Center, to provide such a scope of services to CSHCS eligible children. The State of Michigan is attempting to assure that families with children needing special health care services have a choice of health plans. The Michigan Department of Community Health has recommended that Ingham County also contract with Kid's Care, a subsidiary of the University of Michigan, which will also be operating in Ingham County, to facilitate cooperation and coordination of services on behalf of CSHCS children and their families.

Attached is a resolution to authorize such an agreement. I recommend that the Board adopt the resolution and authorize the agreement.

#### Attachment

cc: Anita Turner w/attachment Bruce Miller w/attachment

#### Agenda Item 4a

Introduced by the Human Services and Finance Committees of the:

#### INGHAM COUNTY BOARD OF COMMISSIONERS

#### **RESOLUTION TO AUTHORIZE A CONTRACT WITH KID'S CARE OF MICHIGAN**

WHEREAS, the State of Michigan has operated a set of services to assist families with children having need of special health care services; and

WHEREAS, these children have health conditions requiring extensive health care services and often requiring the coordination of services by many health care providers in a community; and

WHEREAS, the Michigan Department of Community Health supports a set of resources in local health departments throughout Michigan to provide assistance to families in the community having children with special health care services needs; and

WHEREAS, the MDCH has also attempted to improve the coordination of medical services provided to children with special health care needs by creating the formation of health care systems to serve this population; and

WHEREAS, Ingham County has already authorized with Children's Choice of Michigan, a subsidiary of the Detroit Medical Center and of the health systems formed to serve children with special health care service needs, and Children's Choice is now operational in Ingham County; and

WHEREAS, the State of Michigan intends that families have a choice of special health care service plans for children; and

WHEREAS, the MDCH encourages formal agreements between the local health departments providing support and service coordination to families with special health care needs and the medical systems set up to provide most of the medical services needed; and

WHEREAS, the Health Officer has recommended that the Ingham County Board of Commissioners enter into a contract with Kid's Care of Michigan, a subsidiary of the University of Michigan, to coordinate services provided to Ingham County families having children with special health care service needs.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with Kid's Care of Michigan, University of Michigan, to facilitate coordination of services for children with special health care needs with the Locally Based Services Unit of the Ingham County Health Department.

BE IT FURTHER RESOLVED, that Michigan Department of Community Health (MDCH) shall reimburse Ingham County at MDCH established reimbursement rates for services provided by Ingham County Health Department under the agreement.

BE IT FURTHER RESOLVED, that the term of the agreement shall commence on the date in which it is fully signed by the representatives of both parties and shall continue until December 31, 2001, after which date it shall continue until terminated by either Ingham County or Kid's Care of Michigan on sixty (60) calendar day's notice.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign the agreement after review by the County Attorney.

#### Agenda Item 4b

### MEMORANDUM

To:	Human Services Committee Finance Committee
From:	Bruce Bragg
Date:	April 11, 2001
Subject:	Contracts to Provide Administrative Support to Other Communities

This is a notification that Ingham County has been approached about the provision of administrative support to other communities attempting to develop an organized system of health care to their uninsured population.

The Ingham Health Plan program now provides health plan coverage to 11,500 people in Ingham County and plans are in development to add three new coverage options that will increase enrollment. Within the next 18 months there will be sufficient options available so that the community can say no uninsured person need go without access to an organized system of health care.

Other communities are beginning to work on plans to address the needs of their uninsured populations. Six to eight communities are working on Ingham Health Plan-like programs and are at various stages of development. The state of Michigan set aside \$10 million in the FY 2001 budget from tobacco settlement money to stimulate communities interested in implementing programs to cover uninsured people. There is interest to increase that by \$7 million in FY 2002. This will enable more communities to begin developmental work. All of the communities will use mechanisms similar to Ingham County's to finance and administer basic health systems for low-income uninsured people, including those who are eligible for the State Medical Plan.

Jay Rosen from Health Management Associates, Inc. (HMA), projects that within a few years between 100,000 - 200,000 people will be in programs like the Ingham Health Plan. HMA is working with six communities to help them understand what is needed to develop programs like the Ingham Health Plan. HMA is suggesting that these communities talk to Ingham County about the way in which the Ingham Health Plan is administered. Representatives from three communities have met with staff from the Health Department recently to learn how Ingham County supports the Ingham Health Plan Board by providing outreach, enrollment and member services, and how we develop and/or maintain provider networks, carry out case management services, adjudicate and pay claims and assist in formulary management. The representatives

from these communities have been very impressed with the operation of the Ingham Health Plan. They have been very impressed with the automated systems that Ingham County has developed to assist in program operation.

Representatives from Washtenaw County have asked us to develop a proposal to provide certain administrative services under a contract with them. Midland County is also close to initiating services and is interested in contracting with Ingham County for supportive services. We have also met with representatives from Kalamazoo County; they also seem interested in contracting with Ingham County for these services. We have been advised that Genesee County will approach us in the near future.

The Department already operates the Breast and Cervical Cancer Program in eight counties, so there is a model to look at in contemplating how it would operate IHP-like programs for uninsured people in other communities.

The Health Department already has some infrastructure in place and will be adding important pieces as it implements the federally funded Community Access Program grant in 2001-2002. It should be costeffective to build on the foundation already laid. The revenue potential is significant and could be important to the Health Department in future years. Revenue projections from the four counties that have expressed interest could reach \$1 million per year. The County would incur some additional costs to add capacity to serve the additional communities, but it will be only a portion of the anticipated revenue.

In order to undertake these initiatives it will be necessary to add some staff, to invest in certain technological enhancements and to reorganize some of the activities and staff in the Department. I expect to present a specific proposal to the Board of Commissioners within the next two months. This communication is an advance notice of the development of this work. Attached is a list of the set of services that the Health Department will be prepared to provide to other communities. The exact relationship will likely differ community by community.

Attachment

Bruce Miller w/attachment John Jacobs w/attachment

#### Agenda Item 4b

#### PROPOSED SCOPE OF SERVICES STATEMENT

Administrative Support Services to Community Health Plan Operations

- 1. Program Support
  - a. Provide quarterly enrollment and reports of certain services and costs
- 2. Outreach and Enrollment
  - a. Develop materials/manual for enrollees
  - b. Enter enrollment data and maintain an enrollment roster
  - c. Order and issue ID cards
  - d. Transmit monthly rosters to local enrollment staff
  - e. Coordinate the re-eligibility process with local enrollment staff
  - f. Train local staff in performing enrollment, dis-enrollment and re-enrollment functions
  - g. Provide consultation and advice to local staff in performing outreach
  - h. Facilitate monthly roster updates for State Medical Plan enrollees
- 3. Member Services
  - a. Answer questions that come from members
  - b. Refer complaints, concerns and grievances to appropriate staff
  - c. Clarify coverages and member fees
  - d. Start the process of making changes in member information in system
- 4. Develop and/or maintain a provider network
  - a. Facilitate development contracts for primary care, specialty care, lab, x-ray and pharmacy services
  - b. Develop provider manual, and keep it up-to-date with coverages authorized by the Board.
  - c. Conduct training sessions with primary care providers
  - d. Manage provider contracts and relationships
  - e. Answer questions that come from providers
  - f. Respond to complaints and concerns
  - g. Clarify coverages and member eligibility
  - h. Provide intervention when needed
  - i. Provide monthly enrollment rosters to primary care providers/other providers
  - j. Process monthly payment to providers and other vendors
- 5. Case management services
  - a. Coordinate Medicaid eligibility issues with members and F.I.A.
  - b. Assign authorization numbers for specialty referrals

#### Agenda Item 4b

- c. Process exceptions for drugs not on formulary
- d. Respond to complaints, concerns and grievances
- e. Assist patients in transitional relationships
- f. Transfer members to new PCP's at providers' request
- g. Update the drug formulary at routine intervals
- h. Research requests for additions to the drug formulary
- i. Handle claims resolution disputes
- 6. Other program management services
  - a. Adjudicate and pay claims
  - b. Assist HMA in formulary management
  - c. Maintain a toll-free 1-800 number for providers and members
  - d. Maintain physician and provider site information for P.B.M. purposes
  - e. Follow up on P.M. problems and issues
  - f. Maintain and update the case management and enrollment databases
  - g. Perform data backups
  - h. Generate utilization reports
  - i. Update and maintain Medicaid fee screens used to reimburse certain providers
  - j. Train staff on use of data system
  - k. Develop and maintain website including on-line enrollment and verification of patient eligibility

#### Agenda Item 5a

TO:	Liaison and Finance Committees
FROM:	Jerry Ambrose, Controller
RE:	Resolution Establishing Priorities for 2002 Budget and Strategic Planning
DATE:	April 4, 2001

Attached is the proposed resolution establishing priorities for developing the 2002 budget and strategic planning activities. The Finance Committee will be considering this resolution at their meeting on Wednesday, April 18, 2001.

Liaison Committees should review the resolution during the next round of meetings, and recommend any additions, changes, or deletions that the committee would like for the Finance Committee to consider in the final draft. If you have any questions regarding the process, please don't hesitate to contact me.

Thank you for your attention to this matter.

Introduced by the Law & Courts, Human Services, Administrative Services/Personnel and Finance Committees of the:

#### INGHAM COUNTY BOARD OF COMMISSIONERS

#### RESOLUTION ESTABLISHING PRIORITIES FOR 2002 STRATEGIC PLANNING AND BUDGET ACTIVITIES

WHEREAS, Ingham County government is committed to assuring the provision of services most important to its citizens, and has maintained that commitment through an organized strategic planning effort; and

WHEREAS, the county, as part of its budgeting and strategic planning processes, has resolved to provide ongoing services which are focused on these long term objectives:

- \*Enhancing access to county records
- \*Providing suitable roads and drains
- \*Supporting recreational opportunities
- \*Fostering economic well being
- \*Promoting environmental protection
- \*Preventing and controlling disease
- \*Assuring accessible health care
- \*Assisting in meeting basic needs
- \*Fostering appropriate youth development
- \*Enhancing public safety
- \*Assuring judicial processing
- \*Providing appropriate sanctions; and

WHEREAS, these services are to be delivered in a manner which emphasizes:

- \* An educated and participating citizenry
- \* An ongoing capacity for intergovernmental collaboration
- \* A quality workforce
- \* Cost effective delivery of county services
- \* Maximum use of technology; and

WHEREAS, county departments will be preparing their 2002 proposed budgets and activities, consistent with background issues of concern regarding services and the priorities to be established by the respective Liaison Committee and ultimately set forth by the Finance Committee; and

WHEREAS, these issues have been reviewed in conjunction with the county's long term objectives, and certain priorities established in previous years, as well as the financial implications of continuing these projects into 2002, and maintaining current service levels of operation.

#### Agenda Item 5a

#### (BOLDED text is 'New for 2002')

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners establishes the following priorities to be considered by county departments and budget staff in developing proposed activities and budgets in the Controller's Recommended Budget for 2002:

- To the extent possible and appropriate, services currently provided by county government in support of its long term objectives should be continued in 2002; however, the ongoing evaluation to identify possible overlap and duplication of services and to identify more efficient uses of county funds should be maintained;
- 2) Priority consideration should be given to maintaining and enhancing efforts which:

\*Continue to expand access to health care for the uninsured and under-insured, **focusing on increasing enrollment in the Ingham Health Plan and expanding prescription drug coverage**, while promoting improved health status for all county residents (<u>Assure Accessible Health Care: Human</u> <u>Services</u>);

\*Develop facilities as previously committed in order to enhance recreational opportunities throughout Ingham County (<u>Support Recreational Opportunities</u>; <u>Administrative Services</u>/<u>Personnel</u>);

\*Expand the continuum of sanctions and placements for youth and adults in order to foster appropriate behavior and reduce recidivism among this targeted population (<u>Appropriate Sanctions: Law and</u> <u>Courts</u>);

\*Develop and equip the county workforce by providing appropriate training and staff development (<u>Quality Workforce; Administrative Services/Personnel</u>), and by enhancing the county's management information services capabilities (<u>Maximum Use of Technology; Administrative Services/Personnel</u>);

# \*Continue the efforts of the Health Coalition to contain employee health insurance costs (<u>Cost-Effective Delivery of County Services: Administrative Services/Personnel</u>);

\*Continue the ongoing efforts to provide adequate funding for the Grady Porter Building Renovation, as well as appropriate temporary facilities for affected departments (<u>Judicial</u> <u>Processing: Law and Courts</u>);

\*Improve the overall jury selection system in Ingham County (<u>Assure Judicial Processing: Law</u> <u>and Courts</u>);

\*Continue to develop the StART program, through ongoing support of the Short Term Residential Treatment Program, and new support for the FIA Shelter/Respite Care Program (Foster Appropriate Youth Development: Human Services and Law and Courts); BE IT FURTHER RESOLVED, that the Strategic Plan and Performance Measures activities will continue to adjoin the development of the county's budget to the priorities and guidelines established herein, and that the County Controller shall work with county departments to develop budget recommendations which are consistent with these priorities and processes.

#### RESOLUTION STAFF REVIEW DATE April 6, 2001

Agenda Item Title Resolution Authorizing Tentative Amendments to the Ingham County 911 Service Plan

Submitted by Controller

Committees: Ad.Ser/Per.\_, H.R.\_, Law & Cts.\*, Finance\*

**Summary of Proposed Action** This resolution will authorize a Tentative Amendment to the Ingham County 911 Service Plan. This amendment is necessary in order to be eligible to receive wireless E9-1-1 funds for the second year of funding. In accordance with P.A. 78, all counties with a final 9-1-1 plan in place were certified as eligible for first-year funds. However, counties must comply with additional requirements to be certified for second and subsequent years' funds. In essence with the large increase in the use of wireless phones, 911 Centers are getting 50% or more of their calls from wireless phones, many of them accidental or false calls with no need for emergency services. These wireless calls without the ANI and ALI data often pose operational problems for the 911 Centers. These funds under Phase I are for the purpose of allowing the 911 Centers to get ANI data (automated number identification data - name and billable address of the caller, some numbers are now suppressed and not available to the 911 Centers should a dispatcher need to call the caller back) and ALI (automated location identification data - the tower locations of the wireless calls).

Phase II is intended to give the 911 Centers more precise geographical data on where the wireless call is originating from.

Financial Implications

There is over \$9 million available in FY 2001 to be distributed among the counties on a weighted scale. The money will be distributed on a quarterly basis and revenue for FY2001 from these funds is expected to be between \$110,000 and \$160,000 at a minimum.

Other Implications

The rationale, explanation, and time table for this request is attached.

Staff Recommendation: JA \_\_\_\_ DE \_\_\_\_ JN <u>\*</u>\_\_\_ HH \_\_\_\_

This resolution should be approved.

## **Timetable for Amendment of 911 Plan**

April 12:	Approval of tentative plan amendment incorporating PA 94-102 by Law& Courts Committee.
April 18:	Approval of tentative plan amendment incorporating PA 94-102 by Finance Committee.
April 24:	Adoption of tentative 911 plan amendment by Board of Commissioners. Also on this date the Board must specify a date, time, and place for a public hearing not sooner than 90 days from the adoption of the amendment.
April 25-27:	County Clerk mails a copy of Board Resolution and a copy of the tentative plan amendment to the clerk of each public agency in the 911 service district. Also, the ETSC must be notified of the steps the County has taken to become compliant.
June 22:	Notice of public hearing published in a newspaper of general circulation as notified by the County Clerk.
July 13:	Second notice of public hearing published in a newspaper of general circulation.
July 24:	Public hearing date for 911 tentative plan amendment.
August 14:	Adoption of final 911 plan by Board of Commissioners

#### WHY THIS AMENDMENT IS NECESSARY

P. A. 78 of 1999 requires the Emergency Telephone Service Committee (ETSC) to certify annually to the Department of Treasury which counties will be eligible to receive wireless E9-1-1 funds for that year. In accordance with P.A. 78, all counties with a final 9-1-1 plan in place were certified as eligible for first-year funds. However, counties must comply with additional requirements to be certified for second and subsequent years' funds.

At the February 21, 2001, ETSC Meeting, the ETSC Recertification Subcommittee recommended and the full Committee approved the following criteria to be used in determining second-year certification:

- 1. To be compliant with Michigan P.A. 78, a county must, at a minimum, prior to May 1, 2001:
  - a. Provide ETSC with documentation that a tentative 9-1-1 plan, whether new, amended, or revised, has been approved by that county's board of commissioners. It is acceptable, under this provision, that the final plan approval be pending, and;
  - b. The tentative 9-1-1 plan or final 9-1-1 plan must incorporate a reference to FCC Docket 94-102, the wireless emergency service order.
- 2. To be compliant with the Emergency Telephone Service Committee requirements for Recertification a county must, prior to May 1, 2001:
  - a. Make a written request for Phase 1 wireless 9-1-1 to the service providers for their county, and;
  - b. Have a primary PSAP capable of receiving and utilizing the requested data elements within the required six-month implementation time frame, and;
  - c. Notify ETSC, in writing, of that request.

Additionally, counties wishing to receive second-year funds must forward a written request to the Office of Revenue and Tax Analysis, Department of Treasury, no later than April 30, 2001.

At its May 22, 2001 meeting, the ETSC will formally address the certification of counties for the second year's distribution of funds. In accordance with P.A. 78, certification takes place annually and any county not certified on that date will be ineligible to receive funds for the entire second year. We will be advised by the ETSC once a final decision has been made as to Ingham County's eligibility.

As provided in 1986 P.A. 32, as amended, Section 409 (1), wireless E9-1-1 funds "... shall only be used to implement the wireless emergency service order and this act. Money expended under this subdivision for a purpose considered unnecessary or unreasonable by the committee or the auditor general to implement the wireless emergency service order and this act shall be repaid to the fund." The Emergency Telephone Service Committee will periodically request from your county a report of expenditures for auditing purposes or for inclusion in the Fund's annual report to the Legislature.

The goals of wireless 911 are: every wireless phone should be able to access 911, every wireless phone should be able to be located and called back, every wireless 911 phone call should be routed to the proper PSAP, and overall wireless 911 callers should be able to receive the same level of service as traditional wireline 911 callers.

There is over \$9 million available in FY 2001 to be distributed among the counties on a weighted scale. The money will be distributed on a quarterly basis and revenue for FY2001 from these funds is expected to be between \$110,000 and \$160,000 at a minimum.

#### ALLOWABLE WIRELESS 911 EXPENDITURES

Personnel Costs Directly Attributable to the Delivery of 911 Service

-salaries -fringe benefits -MSAG coordination -addressing/database management -uniforms -employee assistance programs

Facility Costs of the Dispatch Center Directly Attributable to the Delivery of 911 Service

-capital improvements for construction, remodeling or expansion of dispatch center
-electrical/heat/AC/water
-fire suppression system
-cleaning, maintenance, trash removal
-telephone
-generator, UPS, grounding
-insurance
-office supplies
-furniture

#### Training and Memberships Directly Related to 911 Service

-on the job training
-vendor provided training
-conferences
-travel and lodging
-membership in associations (NENA, APCO, etc.)

Hardware, Software, Connectivity & Peripherals Directly Attributable to the Delivery of 911 Service

-CPE (customer premise equipment) -remote CPE hardware/modems -CAD -radio system (complete) -LEIN cost for dispatch purposes
-paging systems, including devises
-voice logging equipment
-mobile data systems
-GIS/mapping/AVL
-Alarms/security systems
-connectivity, maintenance, software licenses & database cost for all of the above

#### Vehicle Costs Directly Attributable to the Delivery of 911 Service

-staff vehicles, mileage reimbursement, fuel, etc. -travel for meetings, training, conferences -travel for MSAG verification and testing -Travel for 911 public education purposes

#### **Professional Services**

-attorneys -architects -insurance -consultants -auditors

#### Public Information

-education expenses -documents/publications, etc. Introduced by the Law & Courts and Finance Committees of the:

#### INGHAM COUNTY BOARD OF COMMISSIONERS

#### RESOLUTION AUTHORIZING TENTATIVE AMENDMENTS TO THE INGHAM COUNTY 911 SERVICE PLAN

WHEREAS, Ingham County has adopted an Emergency Telephone Service Plan ("Plan") under the provisions of 1986 PA 32, as amended ("Act 32"); and

WHEREAS, the purpose of this Plan was to facilitate the provision of emergency telephone service and dispatch services to citizens within Ingham County; and

WHEREAS, Act 32 has now been amended to require that each county has a final 911 plan in place that includes implementing the wireless emergency service order (FCC Order 94-102) and incorporating a reference to the wireless emergency service order in the final 911 plan; and

WHEREAS, the Ingham County Board of Commissioners determines that an amendment to the Plan will clarify the Plan's intentions with respect to the responsibility for fiscal matters arising from the distribution of the cellular telephone surcharge revenues associated with compliance with the wireless emergency service order; and

WHEREAS, this amendment to the Plan needs to be made to bring the Plan into compliance with the wireless emergency service order.

THEREFORE BE IT RESOLVED, that the following amendment is proposed to be made to the Plan: -The attached technical update sheet is incorporated into the Plan:

BE IT FURTHER RESOLVED, that in accordance with Section 309 and others of Act 32, a public hearing is hereby scheduled on this amendment on July 24, 2001, to be held at 7:30 p.m. at the Ingham County Courthouse, Board of Commissioners Room, located in Mason, Michigan.

BE IT FURTHER RESOLVED, that in accordance with section 305 and others of Act 32, the County Clerk shall, within five (5) days of the adoption of the Resolution, forward a copy of the Amended Emergency Telephone Service Plan, by certified mail, return receipt requested, to the Clerk or other appropriate official of each public agency located within the 911 Technical Service District of the Plan.

BE IT FURTHER RESOLVED, that in accordance with Section 308 and others of Act 32, the County Clerk shall give notice by publication of the hearing twice in a newspaper of general publication occurring at least thirty (30) days prior to the date of the hearing.

#### 911 TECHNICAL AMENDMENT UPDATE

All Commercial Mobile Radio Service ("CMRS") providers are requested and directed to deploy Phase I and Phase II 911 enhanced service as provided in the wireless emergency service order ("Order"), FCC Docket No. 94-102, ad opted June 12, 1996 with an effective date of October 1, 1996.

The Ingham County Board of Commissioners, as the governing body of the County's 911 Service District, authorizes and directs the County to take any action necessary to implement the Order, the Emergency Telephone Service Enabling Act, 1986 PA 32, as amended ("Act"), or any other applicable state or federal law existing or subsequently adopted.



# DEPARTMENT OF PLANNING AND NEIGHBORHOOD DEVELOPMENT

309 N. WASHINGTON SQ., SUITE 016 • LANSING, MI 48933 • (517) 483-4140 • FAX: (517) 483-6057

## ECONOMIC DEVELOPMENT CORPORATION

Tax Increment Finance Authority Brownfield Redevelopment Authority

David C. Hollister, Mayor

April 4, 2001

Ms. Becky Bennett Administrative Aide Ingham County Bd. of Commissioners Courthouse Mason, MI 48854

Dear Ms. Bennett:

RE: Scheduled Public Hearing on April 23, 2001 on an application for an Industrial Facilities Exemption Certificate (IFT-1-01).

PETITIONER:

Mr. Bruce Umpstead Strategic Interactive, Inc.

A request has been made by <u>Stratgic Interactive, Inc.</u> for an Industrial Facilities Exemption Certificate granting property tax abatement on investments in real estate improvements, new equipment and furniture and fixtures at a new building near their location at 3101 Technology Pkwy. in Lansing (see application). The Applicant proposes to invest a total of \$5,875,000. The project will create 75 new jobs and retain 75 full-time jobs in Lansing. The Applicant has requested 50% property tax abatement on the project investment for a seven year period.

Before the City Council can approve this application, the City Clerk must notify the legislative body of each taxing unit which levies ad valorem property taxes in the unit of the exemption request in order to afford each body an opportunity for hearing.

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Notice is hereby given for such a hearing to be held in the City Council Chambers <u>at 7:00 p.m. on</u> <u>Monday, April 23, 2001.</u>

The intent of the Act in affording such an opportunity for hearing meets the concern that the granting of tax abatement might result in substantial impairment of the financial condition of an affected taxing unit. If the listed application is approved, a portion of the property could in the future be exempt, and together with the aggregate amount of the exemption certificates previously granted may represent over 5% of the total S.E.V. of the City. According to the provisions of the Act, when the valuation of the exempt property exceeds 5% of the total S.E.V. of the City, the City would need to make a separate finding approving the exemption certificate.

If you have further questions, you may contact Karl Dorshimer or Patricia Cook at the Economic Development Corporation of the City of Lansing at 483-4140.

Sincerely,

Steve Dougan City Clerk

This notice was sent on behalf of the City Clerk by Certified Mail from:

Economic Development Corporation of the City of Lansing 309 N. Washington Square Suite 016 Lansing, MI 48933

#### BY COUNCILMEMBER KRIS NICHOLOFF RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City of Lansing received and filed an application from Strategic Interactive, Inc. requesting an Industrial Facilities Exemption Certificate (IFT-1-01) for real and personal property, pursuant to Public Act 198 of 1974, as amended; and

WHEREAS, prior to acting upon this request, it is necessary to hold a public hearing on Strategic Interactive's application for an Industrial Facilities Exemption Certificate (IFT-1-01), to allow for any resident or taxpayer or ad valorem taxing unit the right to appear and be heard;

NOW, THEREFORE, BE IT RESOLVED that a public hearing be held in the City Council Chambers of the City of Lansing, 10<sup>th</sup> Floor, Lansing City Hall, Lansing, Michigan, on the 23th day of April, 2001 at 7:00 p.m., on the Strategic Interactive, Inc. application for an Industrial Facilities Exemption Certificate (IFT-1-01) for real and personal property located within the boundary more particularly described as:

Parcel III - A part of the Southwest 1/4 of Section 25, T4N, R2W, City of Lansing, Ingham County, Michigan, described as commencing at the Southwest Corner of Section 25, thence S89°20'12"E 1303.92 feet along the South Section line to the East line of the West ½ of the Southwest 1/4 as occupied and the centerline of Collins Road; thence N00°23'26"E 813.20 feet along said centerline; thence N89°36'34"W 213.78 feet; thence N67°49'57"W 134.68 feet to the point of beginning; thence S00°23'26"W 157.77 feet; thence S38°11'31"W 166.10 feet to the easterly line of Technology Way, thence N52°03'20"W 81.27 feet along said right of way line; thence Northwesterly 362.22 feet along the arc of a 367.00 foot radius curve to the right whose cord bears N23°46'50"W 347.70 feet along said right of way line; thence S44°36'34"E 350.85 feet; thence S67°49'57"E 3.90 feet to the point of beginning 2.368 acres of land and subject to any easements or rights of way of record

and that the City Clerk cause to be published in a publication of general circulation, giving notice of such hearing, and that the City Clerk also cause the legislative body of each taxing unit levying ad valorem taxes on this property, as well as the owners of real property located within the stated boundary, be notified by certified mail of this application and the scheduled public hearing.

Approved for placement on City Council Agenda:

James D. Smiertka, City Atty.

Dated:

#### City of Lansing Notice of Public Hearing

The Lansing City Council will hold a public hearing on Monday, April 23, 2001 at 7:00 p.m. in the City Council Chambers, 10th Floor, Lansing City Hall, Lansing, MI, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, other interested persons and ad valorem taxing units to appear and be heard on the approval of an Industrial Facilities Exemption Certificate (IFT-1-01) requested by the applicant indicated below:

Applicant:Strategic Interactive, Inc.Location:3101 Technology Pkwy, Ste. HLocation of subject property:

Parcel III - A part of the Southwest 1/4 of Section 25, T4N, R2W, City of Lansing, Ingham County, Michigan, described as commencing at the Southwest Corner of Section 25, thence S89°20'12"E 1303.92 feet along the South Section line to the East line of the West ½ of the Southwest 1/4 as occupied and the centerline of Collins Road; thence N00°23'26"E 813.20 feet along said centerline; thence N89°36'34"W 213.78 feet; thence N67°49'57"W 134.68 feet to the point of beginning; thence S00°23'26"W 157.77 feet; thence S38°11'31"W 166.10 feet to the easterly line of Technology Way, thence N52°03'20"W 81.27 feet along said right of way line; thence Northwesterly 362.22 feet along the arc of a 367.00 foot radius curve to the right whose cord bears N23°46'50"W 347.70 feet along said right of way line; thence Northerly 182.89 feet along the arc of a 367.00 foot radius curve to the right whose chord bears N18°41'01"E 181.00 feet along said right of way line; thence S44°36'34"E 350.85 feet; thence S67°49'57"E 3.90 feet to the point of beginning, containing 2.368 acres of land and subject to any easements or rights of way of record

Approval of an Industrial Facilities Exemption Certificate (IFT-1-01) requested by Strategic Interactive, Inc. will result in the abatement of real and personal property taxes located within the subject property. Further information regarding this application for property tax abatement may be obtained from Ms. Patricia A. Cook or Mr. Karl R. Dorshimer, Economic Development Corporation of the City of Lansing, 309 N. Washington Sq., Suite 016, Lansing, Michigan, 48933, (517) 483-4140.

Steve Dougan City Clerk