

AGENDA

Potter Park Zoo Advisory Board
1301 S. Pennsylvania Avenue ~ Lansing, MI 48912
Telephone: 517.342.2776; Fax: 517.316.3894

The Board information packet is available on-line by going to www.potterparkzoo.org, selecting "About," clicking on "Zoo Board Meetings" and clicking "February 10, 2021".

POTTER PARK ZOO ADVISORY BOARD MEETING

Wednesday, February 10, 2021
6:00 PM

Join Zoom Meeting

<https://zoom.us/j/93265305143?pwd=TTdlbzhBZnZWdlJnQ0g1dUlseXZrQT09>

Meeting ID: 932 6530 5143

Passcode: 851269

- 1. Call to Order**
- 2. Approval of January 13, 2021 Meeting Minutes.**
- 3. Limited Public Comment** – *Limited to 3 minutes with no discussion*
- 4. Late Items/Deletions/Consent Items**
- 5. Director's Report**
 - a. Finance Report – Delphine Brezee
 - b. Admission Report- Cynthia Wagner
 - c. Director's Report – Cynthia Wagner/Amy Morris
- 6. New Business**
 - a. Presentation – Jon Lawrence
 - b. Resolution – 2021 Zoo Hours
 - c. Resolution – 2021 Zoo Incentives
 - d. Discussion – Ingham County/Potter Park Zoological Society Agreement
- 7. Old Business**
 - a. Financial Sustainability Subcommittee – Kyle Binkley
 - b. Strategy Subcommittee – Mary Leys
 - c. External Relations Subcommittee – Cheryl Bergman
- 8. Board Comments**
- 9. Limited Public Comment** - *Limited to 3 minutes with no discussion*
- 10. Upcoming Meeting**
 - a. Zoo Advisory Board Meeting **March 10, 2021** at **6:00 PM**
- 11. Adjournment**

Official minutes are stored and available for inspection at the address noted at the top of this agenda. Potter Park Zoo 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 Zoo. Individuals with disabilities requiring auxiliary aids or services should contact the Zoo by writing to: Zoo Director, 1301 S. Pennsylvania Ave., Lansing, MI 48912, or by calling 517.342.2776.

**MINUTES – INGHAM COUNTY
POTTER PARK ZOO ADVISORY BOARD**

**1301 S. Pennsylvania Avenue,
Lansing, MI, January 13, 2021**

The Ingham County Potter Park Zoo Advisory Board held a regularly scheduled meeting via Zoom.

BOARD MEMBERS

PRESENT: Chair John Groen, Vice Chair Kyle Binkley, Cheryl Bergman, Cindy Kangas, Julie Pingston, and Mary Leys

ALSO PRESENT: Cynthia Wagner, Zoo Director, Amy L. Morris-Hall, Zoological Society Executive Director and Rebecca Morningstar

ABSENT: Commissioner Tennis, Commissioner Trubac, Dr. Richard Snider, Mary Hauser, Molly Korn and Yanice Jackson Long

CALL TO ORDER: Chair Groen called the regular meeting of the Ingham County Zoo Advisory Board to order at 6:01 p.m.

MINUTES: Moved by Cindy Kangas and supported by Mary Leys to approve the minutes of the Dec. 9, 2020 meeting as written, **Yes-6; No-0; MOTION CARRIED.**

LIMITED PUBLIC COMMENT

None

LATE ITEMS/DELETIONS/CONSENT ITEMS

None

FINANCIAL REPORTS

Admission Report

Director Wagner stated the final report for 2020 includes Wonderland of Lights and shows roughly a fifty percent decrease in admissions. This is primarily due to being closed for 3 months. There were no questions.

Zoo Financial Report

Director Wagner reported the 2020 year-end report would be given in February by Delphine Brezee so there is not a financial report for December at this time.

Director Morris-Hall reported that the Society's financials are not final, but the Society ended the year with more cash on hand than in 2019 with \$204,438. The Society received notice that the \$104,500 PPP loan was forgiven. Director Morris-Hall is applying for a second PPP loan and they are hopeful that they can get these funds to help cover wages for furloughed Society staff that are returning to work Feb. 1.

Mary Leys commented that both the Zoo and Society have done a great job with cost cutting and that the end of year reports are much better than the board anticipated and she commends everyone involved.

ZOO DIRECTOR REPORT

Major Elements Reported:

- Eaton Conservation District selected Potter Park Zoo for their 2020 Partner of the Year Award for the zoo's work with Arbor Day over the past 25 years.
- Zoo In Your Neighborhood was included in the AZA Connect magazine for the month of January.
- Communications numbers were excellent in 2020 with increased followers on Instagram, Facebook and Twitter.
- The Society will be posting the communications position following Kati Chritz's resignation. There is currently someone filling in temporarily until the position is filled. Director Morris-Hall does not anticipate any problems with communications during this time.
- Staff handled a power outage wonderfully during an evening of Wonderland of Lights. The event had to be evacuated.
- Incident reports were down for both employees and visitors in 2020.
- All Society furloughed staff will return February 1, 2021 and four education interns will be starting soon.

Chair Groen asked what changes were expected with education. Director Morris-Hall said job descriptions are being evaluated and they are also looking to offer more opportunities at the zoo for all zoo visitors. Chair Groen asked about changes to the ambassador animal program. Director Morris-Hall stated that animals would be trained and handled by paid staff, animal and education staff, and that the goal is for all zoo guests to be educated through in person interactions.

Chair Groen asked if this meant that there would not be outreach off grounds. Director Wagner stated that there would still be some outreach off grounds, but that the zoo may not be doing as many and they may look a little different. Chair Groen asked if the motivation is animal welfare and Director Morris-Hall agreed animal welfare is a large part, but also utilizing resources on grounds for all visitors. She stated that Zoo In Your Neighborhood would continue as well as other presentations with partners, but we would not be carrying out the same volume of programs. Director Wagner stated that when animals are used for programming that the zoo would use fewer animals and go more in depth for each program. Director Morris-Hall stated that COVID provided the opportunity to make these changes by creating a large gap in programming.

- Wonderland of Lights total visitation was 13,473 which was good considering there was a cap per ½ hour of entry. Director Morris-Hall stated decisions made this year helped with staff work load and some will be kept for future years.
- The high school class returned to in person class January 11, 2021.
- The December FALCONERS event was very popular and 177 people attended.
- Jaali Lansing Black Rhino t-shirts are available in the gift shop. This is in partnership with the Lansing Lugnuts and the shirts have been very popular.
- Camel vendor, Shane's camels, is planning to return for the 2021 season.
- The tiger disposition went well and news stations that picked up the story did share how it made more space for cats remaining at the zoo.

- The goal this year will be to open the birdhouse to the public in the spring.
- Animal Management will need to make a decision about whether pony rides operate in 2021 or not.
- Animal Management is looking for placement for the male Bactrian camel. If the camel is placed work will begin to move the kangaroos into that exhibit.
- Animal Management numbers in the report for 2020 include births, deaths, dispositions, and acquisitions.
- AZA is making significant changes to how they manage Species Survival Programs. Expect to see those changes in 2021.
- The zoo participated in the pest research study with MSU and the results show that no invasive insects were found.
- Mary Leys commented that she appreciates that the zoo was involved in this study and that it is a good check on the forest around the zoo.
- The Jaali painting fundraiser is January 23. Paint your Poison is partnering with the zoo for this event and there is a choice between the live event or video tutorial.
- The Zookeeper 400 position is still in the interview stage.
 - Mary Leys commented to keep in mind opportunities to diversify staff. Director Wagner shared this was the first time the zoo used the County's new hiring process and that application reviewers did not see any demographic information until the pool of applicants was narrowed down
 - Cindy Kangas commented that she feels the zoo thinks very inclusively in programming including the upcoming changes with education programs. Director Wagner shared she met with a member of ASPIRE staff and that the zoo would be partnering with them to help with job placement.

NEW BUSINESS

High School Class Presentation

Rebecca Morningstar presented information about the Eaton RESA high school career prep class that meets at the zoo. There are two classes (a.m. and p.m.) which meet 5 days a week. There have been 20 different schools that have participated and four counties with an average of 14 schools per class. The class is capped at 24 students, but numbers are a bit lower this year as they are overall for Eaton RESA.

The class is animal health and veterinary science with a large focus on anatomy and physiology including vet skills. Ms. Morningstar is working to obtain her veterinary technician license which would allow the class to be NAFTA approved for veterinary assistant programs. Currently this class is one of a few Eaton RESA classes that cannot receive college credit. This is in large part to Michigan State University being the only school with an animal science program in the area.

The class covers a wide range of topics including safety, conservation issues, animal exhibit design, keeper shadows, animal husbandry, animal behavior, agriculture, enrichment and training, possible animal science careers, job skills including resumes and mock interviews.

Director Morris-Hall shared that Ms. Morningstar does a fantastic job with the high school class, but that she also stepped up and did a ton of non-teacher work this year to help the Society.

Mary Leys thanked Ms. Morningstar and said this sounds like a great class.

OLD BUSINESS

Strategy Subcommittee

Meeting scheduled for Jan. 22, 2021 at noon via Zoom.

External Relations Subcommittee

Meeting scheduled for Jan. 21, 2021 at noon via Zoom.

Financial Sustainability Subcommittee

Kyle Binkley presented information about the 2020 zoo budget including the following highlights:

- Estimated use of \$400,000 in fund balance in 2021.
- Fund balance should have at least \$500,000 left at the end of 2020 which is more than was anticipated.
- Reviewing revenue numbers in the 2021 budget to determine if adjustments need to be made.
- Formal end of year financials will be available in February and presented by Delphine Brezee.

BOARD COMMENTS

None

LIMITED PUBLIC COMMENT

None

ADJOURNMENT

Being no further business, the meeting was adjourned at 6:54 p.m. by Chair Groen.

POTTER PARK ZOO
BALANCE SHEET - PRELIMINARY
December 31, 2020

ASSETS

| | |
|--|----------------------------|
| CASH | \$ 983,105 |
| DEPOSITORY CASH | 34,619 |
| IMPREST CASH | 8,000 |
| TAXES REC - CURRENT LEVY | 3,001,963 |
| TAXES REC - DELINQUENT | 28,487 |
| ESTIMATED UNCOLLECTIBLE DELINQUENT TAXES | (15,359) |
| IFT TAX RECEIVABLE | - |
| PROPERTY TAX RECEIVABLE | - |
| INTEREST RECEIVABLE | 1,421 |
| DUE FROM STATE | 32,859 |
| INVENTORY | 81,930 |
| PREPAID EXPENSES | 88,477 |
| TOTAL ASSETS | <u><u>\$ 4,245,502</u></u> |

LIABILITIES

| | |
|-------------------------------------|-------------------------|
| VOUCHERS PAYABLE | |
| DUE TO ZOOLOGICAL SOCIETY | (5,749) |
| TAX LEVY LIABILITY | 22,000 |
| SALES TAX PAYABLE | 2 |
| REFUND NOW | (44) |
| REFUND APPLY | (170) |
| ACCRUED PAYROLL | 90,686 |
| ACCOUNTS PAYABLE | 148,982 |
| DEFERRED REVENUE - PROPERTY TAXES | 3,182,397 |
| DEFERRED REVENUE - DELINQUENT TAXES | 7,663 |
| TOTAL LIABILITIES | <u><u>3,445,767</u></u> |

FUND BALANCE

| | |
|---|----------------------------|
| UNSPENDABLE | 148,456 |
| UNRESTRICTED FUND BALANCE | 651,279 |
| | <u>799,735</u> |
| TOTAL LIABILITIES AND FUND BALANCE | <u><u>\$ 4,245,502</u></u> |

POTTER PARK ZOO
YEAR TO DATE BUDGET/ACTUAL REPORT - PRELIMINARY
FOR 12 MONTHS ENDED DECEMBER 31, 2020

| | 2020 BUDGET | DECEMBER 2020 YTD ACTUAL | BUDGET REMAINING | % OF BUDGET | DECEMBER 2019 YTD ACTUAL |
|--------------------------------------|---------------------|-----------------------------|---------------------|---------------|-----------------------------|
| REVENUES | | | | | |
| PROPERTY TAX | \$ 3,134,484 | \$ 3,121,633 | \$ 12,851 | 99.59% | \$ 3,030,830 |
| ADMISSIONS | \$ 610,000 | \$ 434,888 | \$ 175,112 | 71.29% | \$ 613,455 |
| CONCESSIONS, GIFT SHOP, VENDING | \$ 500,500 | \$ 306,194 | \$ 194,306 | 61.18% | \$ 571,540 |
| PARKING FEES | \$ 190,000 | \$ 92,685 | \$ 97,315 | 48.78% | \$ 179,709 |
| INTERACTIVE SITES | \$ 64,455 | \$ 44,817 | \$ 19,638 | 69.53% | \$ 168,331 |
| INTEREST INCOME | \$ 28,000 | \$ 19,224 | \$ 8,776 | 68.66% | \$ 52,393 |
| OTHER REVENUES | \$ 142,179 | \$ 116,531 | \$ 25,648 | 81.96% | \$ 160,932 |
| TOTAL REVENUES | \$ 4,669,618 | \$ 4,135,972 | \$ 533,646 | 88.57% | \$ 4,777,190 |
| EXPENDITURES | | | | | |
| PERSONNEL SERVICES | | | | | |
| Salaries & Wages - Full Time | \$ 1,563,127 | \$ 1,643,766 | \$ (80,639) | 105.16% | \$ 1,408,844 |
| Salaries & Wages - Seasonal | \$ 453,284 | \$ 488,603 | \$ (35,319) | 107.79% | \$ 554,042 |
| Benefits | \$ 1,003,708 | \$ 909,383 | \$ 94,325 | 90.60% | \$ 761,378 |
| Total Personnel Services | \$ 3,020,119 | \$ 3,041,752 | \$ (21,633) | 100.72% | \$ 2,724,264 |
| CONTROLLABLE EXPENDITURES | | | | | |
| Supplies | \$ 344,020 | \$ 218,435 | \$ 125,585 | 63.49% | \$ 350,380 |
| Animal Care | \$ 278,000 | \$ 259,620 | \$ 18,380 | 93.39% | \$ 300,352 |
| Purchased Services | \$ 512,425 | \$ 417,523 | \$ 94,902 | 81.48% | \$ 652,675 |
| Utilities - Telephone | \$ 22,125 | \$ 14,977 | \$ 7,148 | 67.69% | \$ 18,988 |
| Rentals & Leases | \$ 2,000 | \$ 1,230 | \$ 770 | 61.50% | \$ 1,650 |
| Other Expenses | \$ 120,600 | \$ 72,030 | \$ 48,570 | 59.73% | \$ 104,777 |
| Total Controllable Expenditures | \$ 1,279,170 | \$ 983,815 | \$ 295,355 | 76.91% | \$ 1,428,822 |
| NON-CONTROLLABLE EXPENDITURES | | | | | |
| Utilities | \$ 210,000 | \$ 236,012 | \$ (26,012) | 112.39% | \$ 231,499 |
| Insurance | \$ 80,000 | \$ 66,294 | \$ 13,706 | 82.87% | \$ 81,518 |
| IT Support Expense | \$ 79,928 | \$ 83,233 | \$ (3,305) | 104.13% | \$ 80,452 |
| Other Expenses | \$ 401 | \$ 426 | \$ (25) | 106.23% | \$ 365 |
| Total Non-Controllable Expenditures | \$ 370,329 | \$ 385,965 | \$ (15,636) | 104.22% | \$ 393,834 |
| CAPITAL OUTLAY | | | | | |
| Capital Improvements | \$ - | \$ 27,709 | \$ (27,709) | | \$ - |
| TOTAL EXPENDITURES | \$ 4,669,618 | \$ 4,439,241 | \$ 230,377 | 95.07% | \$ 4,546,920 |
| TOTAL CHANGE IN FUND BALANCE | \$ - | \$ (303,269) | | | \$ 230,270 |
| FUND BALANCE AS OF 1/1/20 | | | | | |
| NON-SPENDABLE | | \$ 148,457 | | | |
| UNRESTRICTED | | \$ 954,547 | | | |
| | | <u>\$ 1,103,004</u> | | | |
| FUND BALANCE AS OF 12/31/20 | | \$ 799,735 | | | |
| FUND BALANCE AS OF 12/31/20 | | | | | |
| UNSPENDABLE | | \$ 148,456 | | | |
| UNRESTRICTED | | \$ 651,279 | | | |
| | | <u>\$ 799,735</u> | | | |

POTTER PARK ZOO
MONTHLY ATTENDANCE REPORT
FOR MONTH AND YTD ENDING January 31, 2021

| ADMISSION TYPE | CURRENT MONTH | | | | | | YEAR-TO-DATE | | | |
|-------------------------------|---------------|--------------|--------------|----------------|---------------|------------------------------|---------------|---------------|---------------|------------------------------|
| | 2019 | 2020 | 2021 Gate | 2021 Online | 2021 Total | BETTER (WORSE) THAN PY | 2019 COUNT | 2020 COUNT | 2021 COUNT | BETTER (WORSE) THAN PY |
| GENERAL | | | | | | | | | | |
| CHILDREN | 226 | 170 | 0 | 0 | 0 | (170) | 226 | 170 | 0 | (170) |
| CHILD RESIDENT | 0 | 0 | 111 | 32 | 143 | 143 | 0 | 0 | 143 | 143 |
| CHILD NON-RESIDENT | 0 | 0 | 65 | 287 | 352 | 352 | 0 | 0 | 352 | 352 |
| CHILDREN - UNDER 3 | 90 | 63 | 44 | 87 | 131 | 68 | 90 | 63 | 131 | 68 |
| ADULT RESIDENT | 0 | 0 | 280 | 31 | 311 | 311 | 0 | 0 | 311 | 311 |
| ADULT NON-RESIDENT | 0 | 0 | 179 | 284 | 463 | 463 | 0 | 0 | 463 | 463 |
| ADULT | 668 | 570 | 0 | 0 | 0 | (570) | 668 | 570 | 0 | (570) |
| SENIOR/MILITARY RESIDENT | 0 | 0 | 0 | 45 | 45 | 45 | 0 | 0 | 45 | 45 |
| SENIOR/MILITARY NON-RESIDENT | 0 | 0 | 0 | 394 | 394 | 394 | 0 | 0 | 394 | 394 |
| GROUPS | 0 | 35 | 0 | 0 | 0 | (35) | 0 | 35 | 0 | (35) |
| SUBTOTAL | 984 | 838 | 679 | 1,160 | 1,839 | 1,001 | 984 | 838 | 1,839 | 1,001 |
| MEMBERSHIPS/PROGRAMS | | | | | | | | | | |
| PPZ MEMBERS | 372 | 310 | 533 | 119 | 652 | 342 | 372 | 310 | 652 | 342 |
| EVENTS | 245 | 443 | 0 | 0 | 0 | (443) | 245 | 443 | 0 | (443) |
| RECIPROCAL ZOO MEMBERS | 88 | 51 | 0 | 0 | 0 | (51) | 88 | 51 | 0 | (51) |
| RECIPROCAL ZOO MEMBERS (100%) | 41 | 36 | 0 | 0 | 0 | (36) | 41 | 36 | 0 | (36) |
| MONDAY PROGRAM | 5 | 20 | 7 | 0 | 7 | (13) | 5 | 20 | 7 | (13) |
| ZIYN | 0 | 0 | 46 | 0 | 46 | 46 | 0 | 0 | 46 | 46 |
| OTHER (non-paying) | 2 | 4 | 76 | 0 | 76 | 72 | 2 | 4 | 76 | 72 |
| SUBTOTAL | 753 | 864 | 662 | 119 | 781 | (83) | 753 | 864 | 781 | (83) |
| GRAND TOTAL | 1,737 | 1,702 | 1,341 | 1,279 | 2,620 | 918 | 1,737 | 1,702 | 2,620 | 918 |

| ADMISSION TYPE | DESCRIPTION |
|-------------------------------|--|
| CHILDREN RESIDENT | Children, Ingham County ages 3-16 (\$5 April - October, \$3 November-March) |
| CHILDREN NON-RESIDENT | Children, Out of Ingham County ages 3-16 (\$5 April - October, \$3 November-March) |
| CHILDREN - UNDER 3 | All Children, any county under age 3 (Free) |
| ADULT RESIDENT | Adult of Ingham County (\$7 April 1 - Oct. 31, \$4 November-March) |
| ADULT NON-RESIDENT | Adult Out of Ingham County (\$13 April 1 - Oct. 31, \$4 November-March) |
| SENIOR/MILITARY RESIDENT | Seniors/Military of Ingham County (\$5 April 1 - Oct. 31, \$4 November-March) |
| SENIOR/MILITARY NON-RESIDENT | Seniors/Military of Ingham County (\$11 April 1 - Oct. 31, \$4 November-March) |
| PPZ MEMBERS | Visitors holding membership at PPZ - one time payment |
| SPECIAL EVENTS - PPZ | Admission included in event fee |
| SPECIAL EVENTS - COUNTY | Admission included in event fee |
| RECIPROCAL ZOO MEMBERS | Reciprocal Zoo memberships (Discount varies) |
| RECIPROCAL ZOO MEMBERS (100%) | Reciprocal Zoo Members (Free admission) |
| GROUPS | 20 or more guests paying together (\$1 off per person) |
| MONDAY PROGRAM | Ingham County and City of Lansing Residents free 9-12 PM on non-holiday Mondays |
| OTHER (non-paying) | Any coupon related attendee |



Director's Report February 10, 2021

Safety

A new public safety attendant will be starting at the beginning of March.

Dates have been set for pepper spray and firearms training; the trainings will be conducted by the Ingham County Sheriff's Department.

More trainings such as, CPR/AED, zoonotic diseases and BBP, will be scheduled and done by May.

Society

Furloughed education staff returned to work February 1, 2021. They will be working on the programs and content for this year's education programs.

The first PPP loan has been forgiven and the second PPP loan was approved in the amount of \$106,000.

We are resuming our normal grant schedule in 2021. We will also be applying for a grant from the Capital Regional Community Foundation to assist with reducing touch points for zoo guests.

Zoo in Your Neighborhood

In the month of January, over 40 people visited the zoo with a zoo pass. Partner sites that have still been closed because of the pandemic are now opening up which is going to allow more people to check out the passes.

FALCONERS

There was an on-site FALCONERS event held in January. There were 76 participants. At the event, families walked around the zoo and were given hot beverages to help them keep warm. To-go craft bags were given out as they left so they could do them at home as a family! The craft was a penguin.

Quote from January survey: *"You are all amazing and I appreciate everything*

you do to make this event super fun and interactive as possible in this world of Covid, thank you 🐧"



A FALCONERS event will be held in the parking lot February 6, 2021. We are partnering with Outback Steakhouse (Okemos location) again this year to provide free meals to our FALCONERS families. Due to current safety guidelines the meals will be to-go this year. Over 50 families are signed up to receive meals. The families will remain in their cars and stop at three different stations. The stations include: the meals from Outback Steakhouse, beverages and a goodie bag provided by Lansing Board of Water and Light.

Events



Final numbers for the Paint your Poison Jaali Event:

121 Participants

\$1,850 raised



New Public Event: Ice Safari, Feb. 20

During zoo hours, there will be several ice sculptures placed around animal exhibits. The sculptures will be provided by Miller Ice Sculptures of Lansing. There will be conservation messaging at each sculpture to help educate our guests on conservation efforts. We will also feature some live carvings in the Green Space.

We were able to get six sponsors for the event so far.

Wine & Stein Becomes Zoo Nights

To stay within guidelines and capacity limits this year, Wine & Stein will be broken up into four smaller scale events throughout the summer. We will be calling it Zoo Nights, and plan to feature food and drink vendors as well as local musicians. The dates will be May 13, June 17, July 22, and Aug. 26.

Animal Care

Nick Tap, the new Zookeeper 400, started Friday, Feb. 5, 2021. He will be working primarily in the bird and reptile area.

Doofah the red panda went to the Knoxville zoo and we received their male Deagan. Deagan and our female, Mahlia have an SSP breeding recommendation.

Two of the young cotton-top tamarins will be going to new zoos for SSP breeding recommendations. That will leave us with six cotton-tops on exhibit.

Zookeeper Annie Marcum partnered with GM to have some fire hose donated that will be used to make animal enrichment and furniture. There have been multiple interviews about the story and Annie has done a great job with those interviews.

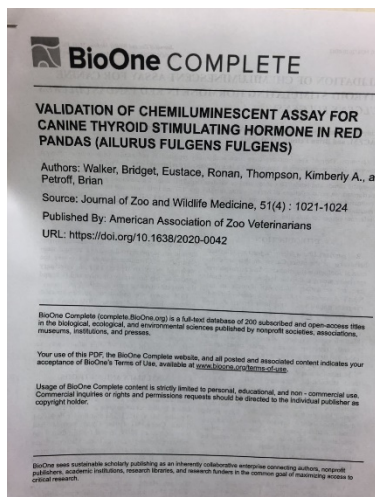
Ernest the Bactrian camel will likely be leaving soon for a new home soon. We will make some exhibit modifications and put the kangaroos in the old camel exhibit.

We will be receiving 1.1 penguins from John Ball Zoo in the near future for breeding recommendations.

At this time we are not planning to open pony rides for the 2021 season. We will make adjustments so the ponies can still be seen.

We are planning to open camel rides and wings of wonder. If possible we will open the contact area.

Veterinary Research



Bridget Walker's 2019 summer research project was published in a recent issue of the Journal of Zoo and Wildlife Medicine (Vol. 51, No. 4). The article is titled "Validation of Chemiluminescent Assay for Canine Thyroid Stimulating Hormone in Red Pandas (*Ailurus Fulgens Fulgens*).” Bridget is a final year Michigan State University College of Veterinary Medicine student and previous education docent. Bridget worked with Dr. Ronan and Dr. Kim Thompson (Binder Park Zoo) and Dr. Brian Petroff (Head of MSU Veterinary Endocrinology Department) on this project.

We are submitting blood and feces samples from Phineus as part of a study evaluating using DNA in feces to identify an individual animal. Feces from the bongo are also being submitted for this project.

Guests Services – Update Jon Lawrence

Gift Cards went live in December and were available for the holiday season. Integrated into our Point of Sale system a more professional and customer friendly experience has begun. The gift cards are another way we are showing our commitment to our mission of conserving animals and the natural world as they are made from Nordic Birch harvested from certified sustainably managed forests. The practice of sustainable forestry helps reduce CO2 emissions.

Point of Sale-Revenue Management software training and further implementation continued in the month of January. Zoo personnel took part in three days of dedicated troubleshooting and training to further our usage of the robust RecTrac software to meet our unique challenges. All parties involved reported the training was helpful and furthered their ability to utilize the software in their daily use.

Preparations for the fast approaching spring and summer season continue. From meeting with vendors virtually to “shop” for new gift shop inventory items and potential concessions menu items to working through the graphics and art needed to bring the products to the shelves, planning continues daily.

Staffing is currently a challenge for guest services positions. Despite current job postings, applicants have been few and far between. With the seasonal workforce we must maintain, recruitment and hiring is a never ending process. Despite the current low application rate, we have been pleased with our Team Members in guest services as they continue to serve our visitors well and respond to the varying needs we put before them in this ever-changing pandemic world.

The AniMall gift shop continues to adapt and is currently offering a one direction (primarily) experience as you explore its offerings. Guests appreciate the added sanitary measures and are pleased it is available as it is our only indoor experience available to general visitors at the moment. The AniMall gift shop sales during the month of January 2021 were a little over \$5,200 compared to \$4,000+/- for the same period of 2020. Our mild winter this far has undoubtedly helped!

POTTER PARK ZOO

January 2021 Weekly Analytics

| | | | |
|--------------------------|----------|-----------|---------|
| Dates: Jan. 4 - Jan. 10 | | | |
| Platforms | Facebook | Instagram | Twitter |
| Reach | 102,101 | 82,322 | X |
| Impressions | 152,821 | 190,773 | 29,870 |
| Engaged Users (actions) | 4,334 | 6,923 | 1,354 |
| Followers (sunday) | 61,264 | 25,416 | 8,389 |
| Dates: Jan. 11 - Jan. 17 | | | |
| Platforms | Facebook | Instagram | Twitter |
| Reach | 78,388 | 66,739 | X |
| Impressions | 126, 824 | 149,457 | 26,090 |
| Engaged Users (actions) | 3,925 | 5,194 | 1,282 |
| Followers (sunday) | X | 25,594 | 8,396 |
| Dates: Jan. 18 – Jan. 24 | | | |
| Platforms | Facebook | Instagram | Twitter |
| Reach | 77,244 | 88, 525 | X |
| Impressions | 102, 774 | 161, 181 | 28, 059 |
| Engaged Users (actions) | 4, 336 | 4, 769 | 2069 |
| Followers (sunday) | X | 25,761 | 8,405 |
| Dates: Jan. 25 – Jan. 31 | | | |
| Platforms | Facebook | Instagram | Twitter |
| Reach | 63,702 | 71, 582 | X |
| Impressions | 96,530 | 131,574 | 28,650 |
| Engaged Users | 4,055 | 3,541 | 1,200 |
| Followers (sunday) | 61,322 | 25,881 | 8,428 |

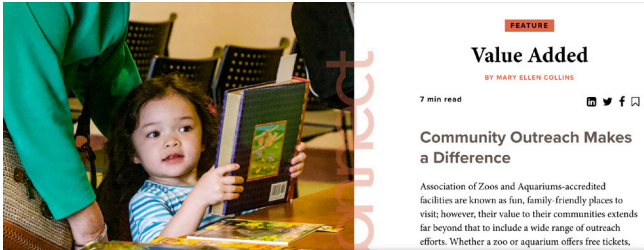
POTTER PARK ZOO

January 2021

| | | | |
|------------------|------------------------------------|------------------------------|--|
| Facebook | Total reach: (daily total) 362,617 | | |
| | Total Impressions: 548,875 | | |
| | Donations through facebook: \$260 | | |
| | | | |
| | Followers: 60,203 to 61,322 | Increase in followers: 1,119 | |
| Instagram | Total Reach: 309,168 | | |
| | Total impressions: 632,985 | | |
| | Followers: 25,222 to 25,881 | Increase in followers: 659 | |
| Twitter | Total Impressions: 112,669 | | |
| | Engaged Users: 5,905 | | |
| | Followers: 8,399 to 8,428 | Increase in followers: 29 | |
| Google Analytics | Page Views: 28,722 | | |
| | Sessions: 16,299 | | |
| | Users: 10,637 | | |
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| | Top pages visited | | |
| | Home 7,486 | | |
| | Ticket Sales 3,057 | | |
| | Today's Attractions 979 | | |
| | Animals 883 | | |
| | Events 629 | | |
| | Top cities by visits | | |
| | Lansing 808 | | |
| | Grand Rapids 472 | | |
| | East Lansing 451 | | |
| | Meridian charter township 895 | | |
| | Beijing 332 | | |
| | Acquisitions | | |
| | Organic Search 6,942 | | |
| | Direct 2,323 | | |
| | Referral 1,627 | | |
| | Social 776 | | |
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POTTER PARK ZOO

Notable Media Stories - January 2021



Value Added

BY MARY ELLEN COLLINS

7 min read



Community Outreach Makes a Difference

Association of Zoos and Aquariums-accredited facilities are known as fun, family-friendly places to visit; however, their value to their communities extends far beyond that to include a wide range of outreach efforts. Whether a zoo or aquarium offers free tickets,

<https://www.aza.org/connect-stories/stories/community-outreach-makes-a-difference>

(Potter Park's Zoo in Your Neighborhood featured in article)

NEWS > LOCAL NEWS > MICHIGAN

Potter Park Zoo holding fundraiser featuring Jaali the black rhino



Photos by: Potter Park Zoo/Paint Your Poison



By: FOX 17

Posted at 10:29 PM, Jan 15, 2021 and last updated 10:29 PM, Jan 15, 2021

<https://www.fox17online.com/news/local-news/michigan/potter-park-zoo-holding-fundraiser-featuring-jaali-the-black-rhino>



NEWS

General Motors donation helping animals at Potter Park Zoo



by: James McKinzie

Posted: Jan 26, 2021 / 04:05 AM EST / Updated: Jan 26, 2021 / 05:19 AM EST

<https://www.wlns.com/news/general-motors-donation-helping-animals-at-potter-park-zoo/>

POTTER PARK ZOO ADVISORY BOARD

RESOLUTION TO AMEND RESOLUTION # 17-068 VISITATION HOURS OF THE POTTER PARK ZOO

WHEREAS, the Ingham County Board of Commissioners adopted Resolution #17-068 authorizing visitation hours at Potter Park Zoo; and

WHEREAS, the Potter Park Zoological Society whose mission, starting in 1969 as Friends of the Zoo, is to support the Potter Park Zoo through educational programming, volunteerism, public relations services, special events, and fundraising; and

WHEREAS, the Potter Park Zoological Society is a private, 501c (3) nonprofit, fundraising organization that raises funds to support the Potter Park Zoo; and

WHEREAS, the Potter Park Zoological Society holds public events at the zoo of which several require preparation without zoo visitors present; and

THEREFORE BE IT RESOLVED, that the Potter Park Zoo Advisory Board hereby approves changing the visitation hours of the Potter Park Zoo as follows:

FROM

Potter Park Zoo 2020 Visitation Hours

| | |
|------------------------|-----------------------------|
| January 1- April 1 | 10am-4pm |
| April 1- Labor Day | 9am-5pm |
| Labor Day -October 31 | 9am-4pm M-F, 9am-5pm SA, SU |
| November 1-December 31 | 10am-4pm |
| December 25 | CLOSED |

TO

Potter Park Zoo 2021 Visitation Hours

| | |
|------------------------|-----------------------------|
| January 1- April 1 | 10am-4pm |
| April 1- Labor Day | 9am-5pm |
| Labor Day -October 31 | 9am-4pm M-F, 9am-5pm SA, SU |
| November 1-December 31 | 10am-4pm |
| December 25 | CLOSED |

2021 Early Closures

| | |
|---|--|
| May 13, June 17, July 22, and August 26, 2021 | Close at 2:00pm in preparation for Zoo Nights events |
|---|--|

POTTER PARK ZOO ADVISORY BOARD

RESOLUTION TO AMEND RESOLUTION # 20-015 VISITOR INCENTIVE PROGRAMS AT POTTER PARK ZOO

WHEREAS, the Ingham County Board of Commissioners adopted Resolution #20-015 authorizing visitor incentive programs at Potter Park Zoo; and

WHEREAS, Potter Park Zoo is partnering with the Ingham County Circuit Court Family Division for the Hippy Hop 5K Child Benefit Fund fundraiser for the second year; and

WHEREAS, the Ingham County Circuit Court Family Division has requested admission to the zoo be included with registration for all race participants; and

WHEREAS, incentives have the potential to create additional parking, admission, gift shop, and restaurant revenue through increased attendance as well as increased awareness of services at the zoo.

THEREFORE BE IT RESOLVED, that the Potter Park Zoo Advisory Board recommends amending Resolution #20-015 to include the following visitor incentive programs at the Potter Park Zoo.

| New Incentive | Fees |
|---|----------------|
| Hippy Hop 5K registered participants (April 3, 2021) | Free Admission |

BE IT FURTHER RESOLVED, all other fees set by Resolution #20-015 will remain the same as adopted by the Board of Commissioners.

| Current Incentives | Fees |
|---|--|
| Ingham County and City of Lansing Residents | Ingham County and City of Lansing residents free admission 9AM-Noon all non-holiday Mondays |
| Mother's Day (May) | Mothers free admission |
| Father's Day (June) | Fathers free admission |
| Be A Tourist In Your Own Town (June) Greater Lansing Convention and Visitor's Bureau | Free admission and parking with tourist passport |
| Fourth of July (July) | Military free admission |
| Grandparent's Day (September) | Grandparents free admission |
| College Day (October) | Free admission with valid student identification |
| Ingham County and City of Lansing Resident's Day (October) | Free admission |
| Veteran's Day (November) | Veterans and families free admission |
| Registered Groups 20+ (April-October) | Admission \$1.00 off per person |
| Ingham County School Groups | Admission \$1.00 per child |

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH POTTER PARK ZOOLOGICAL
SOCIETY FOR SERVICES PROVIDED AT THE POTTER PARK ZOO**

RESOLUTION # 17 – 069

WHEREAS, the electorate of Ingham County approved the millage to fund the operation and improvement of Potter Park and the Potter Park Zoo; and

WHEREAS, the Potter Park Zoological Society, a 501(c)(3) organization including staff and volunteers, has raised the quality and success of public relations, marketing and educational programs, all while fostering team partnership with, and providing additional assistance to Ingham County to achieve a Zoo experience that meets the goals of both parties; and

WHEREAS, a new operations structure in 2016 resulted in numerous significant changes to the operational structure at Potter Park Zoo; and

WHEREAS, on September 27th, 2016 the Ingham County Board of Commissioners terminated the contract with the Potter Park Zoological Society for services at the Potter Park Zoo, effective December 31, 2016; and

WHEREAS, the Potter Park Zoological Society and the County wish to enter into a new agreement representing the current operational structure; and

WHEREAS, the Potter Park Zoological Society is able to provide services at the Zoo to maintain, education programs, volunteer and docent activities, special events, communications, public relations, press releases, and fundraising; and

WHEREAS, the County will employ a Zoo Director; and

WHEREAS, the Zoo Director will represent the Zoo at the necessary Potter Park Zoo Board and Liaison Committee meetings of the Board of Commissioners.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes a contract with the Potter Park Zoological Society for services at the Potter Park Zoo, under mutually agreeable terms and conditions to both parties, effective upon execution of the contract, for a 5 year term, unless terminated earlier.

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

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

COHL, STOKER & TOSKEY, P.C.
ATTORNEYS AND COUNSELORS
601 NORTH CAPITOL AVENUE
LANSING, MICHIGAN 48933
(517) 372-9000

SHAREHOLDERS
PETER A. COHL
DAVID G. STOKER
BONNIE G. TOSKEY
ROBERT D. TOWNSEND
TIMOTHY M. PERRONE
MATTIS D. NORDFJORD

ASSOCIATES
GORDON J. LOVE
AMANDA K. WILDEBOER
OF COUNSEL
RICHARD D. McNULTY

March 20, 2017

Sent Via E-Mail

Cynthia Wagner, Director
Potter Park Zoo
1301 S. Pennsylvania Ave.
Lansing, MI 48912

Re: Agreement with Potter Park Zoological Society

Dear Ms. Wagner:

Attached is an Agreement to be entered into between the County and Potter Park Zoological Society ("Society"). Under this Agreement, the Society will operate and maintain education programs, volunteer and docent activities, special events, public relations, fundraising, and web and press releases at the Potter Park Zoo. The term of the Agreement commences on the date in which it is fully executed by the authorized representatives of both parties and continues for a five year term.

The County Board of Commissioners authorized the attached Agreement in **Resolution No. 17-069**. A copy of this Resolution is attached.

If the attached Agreement is satisfactory, you may after printing off copies thereof, proceed to obtain the signatures necessary for execution. While obtaining the necessary signatures, ensure the parties signing insert the date in the spaces provided on the signature pages and in the introductory paragraph. As noted above, the term of the Agreement commences on the date in which it is fully signed by the authorized representatives of both parties, it is therefore imperative the correct dates be inserted in the spaces provided. Please e-mail a fully signed copy of the attached Agreement to my assistant Nicole Moles at nmoles@cstmlaw.com for insertion into our electronic file.

If you have any questions with regards to the attached Agreement, do not hesitate to contact me.

Sincerely,

COHL, STOKER & TOSKEY, P.C.



Mattis D. Nordfjord

MDN/nam
Enclosures

cc: Timothy J. Dolehanty, Ingham County Controller/Administrator
N:\Client\Ingham\Parks\Correspondence\Wagner Ltr re Agr w Potter Park Zoo Society.doc

COUNTY SERVICES: Yeas: Crenshaw, Grebner, Koenig, Sebolt, Maiville
Nays: None **Absent:** Celentino, Nolan **Approved 3/07/2017**

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Case Naeyaert
Nays: None **Absent:** Tennis, Schafer **Approved 3/08/2017**

AGREEMENT BETWEEN COUNTY OF INGHAM
AND
POTTER PARK ZOOLOGICAL SOCIETY

This Agreement is made this 28th day of March, 2017, (hereafter the "Agreement") by and between the **COUNTY OF INGHAM**, a municipal corporation and political subdivision of the State of Michigan, whose address is 121 E. Maple St., P.O. Box 319, Mason, Michigan 48854 (hereafter the "County") and the **POTTER PARK ZOOLOGICAL SOCIETY**, a Michigan non-profit corporation, of 1301 S. Pennsylvania Ave., Lansing, Michigan 48912 (hereafter the "Society").

WITNESSETH:

WHEREAS, the County is responsible for the operation, maintenance and improvement of the Potter Park Zoo in Lansing, Michigan (hereafter the "Zoo"); and

WHEREAS, the Society is a private, 501(c)(3), fundraising organization that was established, in part, to provide a better and more extensive zoological park for the Greater Lansing Metropolitan Area.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, **IT IS HEREBY AGREED** as follows:

1. **Scope of Services to be Provided by the Society.** As more fully set forth below, the Society, in furtherance of the purpose for which it was established, agrees to provide various services pertaining to the operation of the Potter Park Zoo.

A. Except as otherwise provided in this Agreement, the Society shall operate and maintain education programs, volunteer and docent activities, special events, public relations, fundraising, web and press releases, pursuant to the following:

i. The County shall approve all zoo operation fees charged by the Society.

ii. The Society shall send any proposed changes to the Potter Park Zoo Operations Fee Schedule (attached hereto as **Exhibit A**) to the County Services Committee and the County Controller for consideration.

B. The Society shall, at its own cost and expense, furnish all labor, services, materials, supplies and equipment necessary to maintain all premises used and occupied by the Society in a clean, orderly and inviting condition as determined by the Zoo Director or his/her designee. The County shall provide trash containers and be responsible for the removal of trash discarded in such trash containers. The Society shall be responsible for accumulating such trash and placing it in the trash containers.

C. The County shall maintain/repair all permanent zoo facilities and fixtures. The Society is responsible for routine cleaning. The County shall provide all required maintenance and repairs to buildings and structures provided that the maintenance or repair to buildings is not the result of the intentional or negligent act of the Society's employee or agent. In the event that the maintenance or repair to buildings is the result of the intentional or negligent act of the Society's employee or agent as determined by the Zoo Director, the County will invoice the Society for the cost of such maintenance or repair which will be promptly paid on demand.

D. The Society shall be solely responsible for all the decorating and planning for the Wonderland of Lights special event, as well as the purchasing of lights.

E. The Society shall have the right to sell Society memberships and retain the revenues collected from membership sales until December 31, 2017. Society memberships include unlimited admissions to the Zoo and admission to all special events unless otherwise noted. On or before November 1, 2017, the County Administrator/Controller, Zoo Director and Director of the Society will attempt establish a reasonable revenue sharing formula for the revenues collected from membership sales commencing January 1, 2018. However, in the event the parties are unable to reach an agreement the Society will pay the County 15% of the revenues collected from membership sales as a condition of this Agreement's continuation.

F. The Society will make a minimum payment of \$49,000.00 per year during the first, second and third year of this Agreement toward the Society's commitment to repay the Zoo Millage Fund for the construction and equipment associated with the Moose Exhibit as described in Ingham County Resolution 14-290. In addition, the Society will promptly transfer all restricted project donations made to the Society to support the Zoo to the County. On or before November 1, 2017, and on or before each November 1st in subsequent years, the County Administrator/Controller, Zoo Director and Director of the Society will meet to discuss the status of the Society's fundraising efforts and progress toward the commitment to repay the Zoo Millage Fund for the Moose Exhibit.

G. The County shall provide all telephones and telephone service throughout the Zoo to maintain consistency in communications. Support and monthly expenditures shall be covered by the County. The Society's use of the County's phones will be solely for the purposes covered by this Agreement. The County will invoice the Society for any unauthorized phone charges which will be promptly paid on demand.

H. The Society may recommend to the County capital improvement expenditures so as to assist the County's efforts on improvements and necessities for the Zoo.

I. The Society will not place signs or advertisements upon any Zoo property, except that which has been approved by the Zoo Director, or his/her designee.

J. The Society shall furnish qualified and professional management services ~~and/or consultation for the services including but not limited to the following.~~

i. Society management of:

- a. Operations, accounting, systems, procedures and research for Society programs;
- b. Development and implementation of a long range fundraising plan;
- c. Promotion, marketing, customer relations and services;
- d. Governmental grant application preparation and processing; and
- e. Event and logistics management for public events, private events, school programs, educational programming, membership sales and volunteer programming.

J. Meetings of the Society's Board of Directors will comply with and be subject to Michigan's Open Meetings Act (Act 267 of 1976, being MCL 15.261 et seq.). However, the parties agree and understand that the Society may take steps to protect the privacy of donors who wish to remain anonymous.

K. Official records of the Society related to this Agreement shall be subject to public inspection in compliance with Michigan's Freedom of Information Act (Act 442 of 1976, being MCL 15.231 et seq.). However, the parties agree and understand that the Society may take steps to protect the privacy of donors who wish to remain anonymous.

2. **Zoo Director.** The County shall employ a Zoo Director.

3. **Provision of Funding and Collection of Revenues.** The Society will collect revenues paid for the services and programs it provides, including the Boo at the Zoo and Wonderland of Lights special event, which revenues shall be deposited in accounts established by the Society, to be used for Zoo operations in accordance with the Society's articles of incorporation and subject to the Accounting Procedures and Reports in Section 5 of this Agreement until December 31, 2017. The Society will reimburse the County for any wages paid to County staff and County materials used as

a result of the events held by the Society (e.g. set-up and clean-up for Boo at the Zoo and Wonderland of Lights). Such costs to the County for these events will be invoiced to the Society. On or before November 1, 2017, the County Administrator/Controller, Zoo Director and Director of the Society will attempt establish a reasonable revenue sharing formula for the revenues received by the Society for the services and programs the Society provides commencing January 1, 2018. However, in the event the parties are unable to reach an agreement the Society will pay the County 15% of the revenues collected from membership sales as a condition of this Agreement's continuation.

4. **Agreement Term and Termination.** This Agreement shall commence on the date first above written, and shall continue for a term of five (5) years, unless terminated earlier. Notwithstanding any contrary provision, either party shall have the right to terminate this Agreement with or without cause upon sixty (60) calendar days prior written notice to the other. Any Zoo revenue funds held by the Society when this Agreement terminates shall be returned to the County upon the effective date of such termination.

5. **Accounting Procedures and Reports.** The Society's accounting procedures and internal financial controls shall conform to generally accepted accounting practices, in order that revenues and expenditures of Zoo funds can be readily ascertained and verified. The Society shall be responsible for all of the following:

A. The Society shall submit monthly financial reports consisting of all expenditures and revenues of the Society, delivered to the County Controller or his/her designee.

B. Within ninety (90) calendar days following the end of the Society's fiscal year, the Society shall submit a report on the fees collected and expenditures made pursuant to this Agreement, delivered to the County Controller or his/her designee.

C. An Independent Audit of the Society shall be conducted by an independent certified public accountant and provided annually to the County Controller or his/her designee. The Independent Audit shall be completed and provided to the County within six (6) months following the end of the Society's fiscal year.

D. Invoices, contracts, records, and all other documentation of revenues and expenditures pursuant to this Agreement shall be available for inspection during regular working hours by authorized representatives of the County.

E. If the County requests information from the Society, pertaining to any funds collected, spent or provided under this Agreement, then Society shall provide said information, to the County Controller or his/her designee, within 10 working days.

F. The Society shall maintain all financial records and supporting materials regarding funds collected or provided under this Agreement and expenditures made therefrom for a period of six (6) years after the termination of this Agreement. If an audit of such records or litigation between the parties commences before the end of the retention period records shall be maintained until the audit has been completed and audit findings have been resolved and/or the completion of all litigation.

6. **Insurance.** The Society shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

A. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.

B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.

C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

D. Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of this Agreement with Limits of Liability of not less than \$1,000,000.00 per claim.

E. For special events that include the distribution of alcoholic beverages, standard Liquor Liability Insurance coverage, with limits of not less than of not less than One Million and no/00 Dollars, (\$1,000,000.00) per occurrence and/or aggregate combined single limit to cover property damage and damages arising out of bodily injuries to, or death of, one or more persons.

F. Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": The County of Ingham, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

G. Cancellation Notice - All insurances described above shall include an

endorsement stating the following:

It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Ingham County Controller, P.O. Box 319, Mason, Michigan 48854.

H. Proof of Insurance - The Society shall provide to the County at the time the Agreements are returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.

7. **Living Wage.** In the event the sum to be paid the Society under this Agreement when combined with the sum to be paid under any other Agreement(s) the Society has with Ingham County during the twelve (12) month period covered by this Agreement totals FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), the Society and all its subcontractor(s) shall comply with the County of Ingham's policy on payment of living wages as set forth in the Ingham County Board of Commissioner's Resolution No. 03-168, a copy of which is labeled **Exhibit B** and attached to this Agreement. In the event that the Society or its subcontractor(s) violates the Living Wage Policy, the County shall have the right to terminate this Agreement and disbar the Society from future Ingham County contracts as provided below:

A. If the Society is found to be in violation of the Living Wage Policy, the Society shall be required to pay each affected employee the amount of deficiency for each day the violation occurs. The Society shall also pay the County \$100.00 per affected employee for each day the violation occurs beginning with the third day after the Society receives notification of the violation. The County may withhold from payments to the Society such amounts as are necessary to effectuate the above-stated payments or penalties.

B. If the Society is found to be in violation of the Living Wage Policy and is subsequently required to pay the \$100.00 penalty provided for above for more than three (3) incidents within a two (2) year period the Society shall be barred from bidding on or entering into any contracts with the County for a period of ten (10) years from the date of the last violation. An incident for the purposes of this subsection is defined as failure to pay the living wage rate in a payroll period, a payday or numerous paydays, regardless of the number of employees affected by each incident.

Breach of this section shall be a material breach of this Agreement.

8. **Nondiscrimination.** The Society, as required by law, shall not discriminate against a person to be served or 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, gender identity, disability that is unrelated the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. The Society shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended;
- B. The Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended;
- C. Section 504 of the Federal Rehabilitation act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder; and
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327, as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded a material breach of this Agreement. In the event the Society is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Society.

9. **Compliance with the Law.** The Society shall administer the funding and provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State, and local laws, ordinances, rules and regulations.

10. **Applicable Law And Venue.** This Agreement shall be subject to, governed by, and construed according to the laws of the State of Michigan.

It is expressly understood and agreed that legal or equitable action that arises out of or regarding this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and Michigan Court Rules. In the event any action is brought in or moved to Federal Court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

11. **Independent Contractor.** It is expressly understood and agreed that the Society is an independent contractor. The employees and agents of the Society shall in no way be deemed to be and shall not hold themselves out as the employees or agents of the County. The Society's employees and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave, or longevity. The Society shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Society shall carry workers' disability compensation coverage for its employees, if and as required by law, and shall provide the County with proof of such coverage.

12. **Indemnification and Hold Harmless.** The Society shall, at its own expense, indemnify, protect, defend and hold harmless the County, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees they may incur as a result of any acts, omissions or negligence of the Society, its employees, agents or subcontractors that may arise out of this Agreement. The Society's responsibilities to the County and its officers, employees and agents as set forth in this section shall not be mitigated by any insurance coverage obtained by the Society.

13. **Standards of Conduct for Ingham County Vendors.** The Society shall comply with the County's policy on Standards of Conduct for Ingham County Vendors as set forth in the Ingham County Board of Commissioners' Resolution No. 15-459, a copy of which is labeled **Exhibit C** and attached to this Agreement. Breach of this section shall be a material breach of this Agreement.

14. **Modifications, Amendments, or Waivers.** All modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties. No failure or delay on the part of the County in exercising any rights, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

15. **Assignment or Subcontracting.** The Society shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement, without prior approval by the County. All subcontracts entered into by the Society must comply with the insurance and indemnification provisions of this Agreement.

16. **Disregarding Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

17. **Complete Agreement.** This Agreement, the attached Exhibits, A, B, and C, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

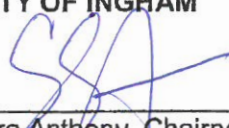
18. **Invalid Provisions.** This Agreement shall be interpreted according to the laws of the State of Michigan. If any provision of this Agreement is held to be invalid, it shall be considered to be deleted and the remainder of the agreement shall not be affected thereby. Where the deletion of the invalid 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.

19. **Non-Beneficiary Contract.** This Agreement is not intended to be a third party beneficiary contract, and confers no rights on anyone other than the parties hereto.

20. **Certification of Authority to Sign Agreement.** The persons signing on behalf of the parties certify by their signatures that they are duly authorized to sign this Agreement and that this Agreement has been authorized by the County and the Society.


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

COUNTY OF INGHAM

By: 
Sara Anthony, Chairperson
County Board of Commissioners

Date: 3/28/17

POTTER PARK ZOOLOGICAL SOCIETY

By: 
Aaron Davis, Chairperson
Board of Directors

Date: 2/17/17

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

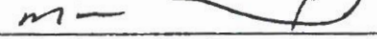
By: 
Mattis D. Nordfjord

EXHIBIT A

EXHIBIT A
Potter Park Zoo Operations Fee Schedule

Admission Fees

| | |
|---------------------------------------|----------|
| Resident adult (April – October) | \$ 6.00 |
| Non-resident adult (April – October) | \$ 11.00 |
| Resident senior (April – October) | \$ 5.00 |
| Non-resident senior (April – October) | \$ 10.00 |
| Children age 6 – 12 (April – October) | \$ 4.00 |

Shelters

| | |
|---------------|-----------|
| Penguin Cove | \$ 100.00 |
| Eagle Landing | \$ 125.00 |
| Tiger Den | \$ 200.00 |

EXHIBIT B

ADOPTED - JUNE 24, 2003
Agenda Item No. 7

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION ESTABLISHING A POLICY TO REQUIRE THE PAYMENT OF A LIVING WAGE

RESOLUTION #03-168

WHEREAS, the Ingham County Board of Commissioners desires to increase the quality and reliability of services procured for Ingham County or provided Ingham County inhabitants by promoting higher productivity and retention of employees working for Ingham County on Ingham County contracts; and

WHEREAS, the Ingham County Board of Commissioners desires to use Ingham County spending and procurement of services to require covered employers who provide services to Ingham County to pay their employees a "Living Wage" sufficient to meet their employees' basic subsistence needs; and

WHEREAS, the Ingham County Board of Commissioners desires to raise the income of low-income working people and their families employed by covered employers on Ingham County contracts; and

WHEREAS, the Ingham County Board of Commissioners desires to use Ingham County spending to encourage the development of jobs paying wages above the poverty level; and

WHEREAS, the Ingham County Board of Commissioners, under this policy, does not intend to establish any generally applicable County minimum wage, or regulate the wages paid by any business or individual that chooses not to provide services covered by this policy to the County; and

WHEREAS, the Ingham County Board of Commissioners desires to provide incentives for covered employers to provide health insurance to their employees; and

WHEREAS, the economic research summarized in the Economic Policy Institute's August 2000 issue guide, "Higher Wages Lead to More Efficient Service Provision," indicate that payment of higher wages is associated with greater business investment in employee training, higher productivity, and lower employee turnover; and

WHEREAS, the Ingham County Board of Commissioners references the Michigan League for Human Services October 1998 report, "Economic Self-Sufficiency: A Michigan Benchmark," that a family of three required at that time, on average \$2,724 a month to pay for housing, food, child care, health care, transportation, clothing, household supplies, a telephone, and taxes, and this was at the time equivalent to an hourly wage of \$15.83 for households with a single worker and \$7.92 for households with two workers; and

WHEREAS, while the 2002 United States Department of Health and Human Services federal poverty guideline was \$18,100 a year for a four-person family income near the poverty level is not a desirable standard of living sufficient to meet the subsistence needs of a family in Ingham County and its surrounding communities.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby requires that each contractor pay its employees providing services under the contract wages which are greater than or equal to a living wage, and meets other conditions, as defined in this policy.

BE IT FURTHER RESOLVED, that this policy applies to any individual, proprietorship, partnership, corporation, trust, association or other entity that is a contractor, defined as follows:

- i. A "contractor" is a party to a contract with Ingham County primarily for the furnishing of services (as opposed to purchasing or leasing of goods or property), where the total expenditure for such contract exceeds \$50,000 in a twelve-month period and employs five or more employees, or where the total value of contracts that the contractor has in effect on the effective

date of the contract with Ingham County exceeds \$50,000 and where the contractor employs five (5) or more employees. It does not include contractors who pay Ingham County a commission for the right to offer their services in county facilities or in conjunction with county events;

ii. A "subcontractor" is a party to a contract with a contractor providing services to Ingham County who is required to pay a "living wage" under the terms of this policy; whose contract with the contractor is for the purpose of furnishing services to Ingham County under the terms of the contractor's contract with Ingham County; where the subcontractor employs five or more employees and where the total value of the subcontractor's contract for that purpose exceeds \$25,000.

BE IT FURTHER RESOLVED, that the living wage requirement of this policy shall apply with respect to any employee of a contractor or subcontractor who is employed either part time or full time providing services directly under the contract.

BE IT FURTHER RESOLVED, that for the purposes of this policy, the following terms and phrases are defined as follows:

A. "Contract" means an agreement to perform services, including the subcontracting of services. Contracts for the purchase of goods and contracts to lease or purchase property are excluded.

B. "Employer" means a person who engages employees to provide labor in exchange for payment of wages or salary.

C. "Federal poverty line" means the official poverty line defined by the Office of Management and Budget based on Bureau of Census data for a family of four (4), as adjusted to reflect the percentage change in the Consumer Price Index for all urban consumers.

D. "Health care benefits" means the right granted to an employee under a contract, certificate or policy of insurance to have payment made by a health care insurer or health care corporation for specified medical or health care services for the employee and dependents.

E. "Living wage" means an hourly wage rate which is equivalent to 125% of the federal poverty line on an annual basis when calculated based on forty (40) hours per week, fifty (50) weeks per year; provided however, that costs paid by the employer for an employee's health care benefits may be counted toward up to one-fifth (1/5) of the hourly rate payable to the employee.

F. "Person" includes individuals, proprietorships, partnership, corporations, trusts, associations, joint ventures, and other legal entities, either incorporated or unincorporated, however operating or named, and whether acting by themselves or by a servant, agent or fiduciary, and includes all legal representatives, heirs, successors and assigns thereof.

G. "Public entity" means the State of Michigan including all agencies thereof, any public body corporate within the state, including all agencies thereof, or any non-incorporated public body within the state of whatever nature, including all agencies thereof.

BE IT FURTHER RESOLVED, that the County Controller shall annually adjust the living wage as provided herein to incorporate changes in the federal poverty level. The Controller shall notify the Board of Commissioners of any change in the amount of the living wage, and shall notify each contractor of such changes and such contractors shall, no later than 30 days after notification, adjust the hourly rates of affected employees as necessary to comply with this policy.

BE IT FURTHER RESOLVED, that the County Controller shall include an explanation of the requirements of this policy in all requests for proposals that may be covered by this policy.

BE IT FURTHER RESOLVED, that each contract covered by this policy shall require compliance with this policy. Each such contract shall provide that a violation of this policy shall be considered a material breach of the contract and Ingham County shall have the right to terminate the contract and disbar the contractor from future Ingham County contracts as provided below.

BE IT FURTHER RESOLVED, that every contractor shall post in a conspicuous place on all job sites subject to this policy

a copy of the living wage rate required under this policy. The contractor shall keep accurate records of the names and actual wages and benefits paid to each employee providing services under the contract and subcontract and provide Ingham County with such records within five (5) business days, if requested by the County.

BE IT FURTHER RESOLVED, that each contract shall provide that contractors who are found to be in violation of this provision shall be required to pay each affected employee the amount of deficiency for each day the violation occurs. The contract shall also provide that contractors shall be required to also pay Ingham County \$100 per affected employee for each day the violation occurs beginning with the third day after the contractor receives notification of the violation. The County may withhold from payments to the contractor such amounts as are necessary to effectuate the payments or penalties provided in this paragraph.

BE IT FURTHER RESOLVED, that a contractor who is found to be in violation of this provision and is subsequently required to pay the \$100.00 penalty provided above for more than three (3) incidents within a two (2) year period shall be barred from bidding on or entering into any contracts with the County for a period of ten (10) years from the date of the last violation. An incident for purposes of this paragraph is defined as a failure to pay the living wage rate in a payroll period, a payday or numerous paydays, regardless of the number of employees affected by each incident.

BE IT FURTHER RESOLVED, that anyone with knowledge of a violation of this policy may file a complaint with the County Controller, who shall have thirty (30) days to investigate and remedy the complaint. If the complaint is not resolved to the complainant's satisfaction within the thirty (30) day period, the complainant or his representative may bring forward his/her complaint to the County Services Committee of the Ingham County Board of Commissioners. The Committee shall forward its recommendation on the matter to the Board of Commissioners for final resolution.

BE IT FURTHER RESOLVED, a contractor or subcontractor found to have retaliated in violation of federal or state law against an employee for filing a claim of non-payment of a wage rate shall be ineligible to bid on any contract involving the County for a period of (five) 5 years from the date of such finding.

BE IT FURTHER RESOLVED, that the following exemptions from this policy apply:

- A. Public entities are exempt from compliance with this policy.
- B. Entities with 501(c)(3) status with who have nine (9) or fewer employees are exempt from compliance with this policy.
- C. Employees who are working under the terms of a collective bargaining agreement are exempt from compliance with this agreement.
- D. Exempt employees working on projects where federal, state or local law, or Ingham County policy requires payment of a prevailing wage are exempt from compliance with this policy.
- E. The following programs are exempt if developed specifically for high school and/or college students by Ingham County or one of its contractors:
 - 1. A bona fide training program;
 - 2. A summer or youth employment program;
 - 3. A work study, volunteer/public service, or internship program;
- F. Co-op employees employed as part of a high school or college co-op program which is part of the employee's educational curricula.
- G. Programs which operate to train people with disabilities and which are designated as community rehabilitation programs, work activity centers and/or sheltered workshops.
- H. Temporary or seasonal employees hired by a contractor. For purposes of this policy, temporary and/or seasonal employees are defined as employees hired to augment the regular workforce and are hired for three (3) months or less in the case of a temporary employee or nine (9) months or less in the case of a seasonal employee.

BE IT FURTHER RESOLVED, that a contractor may request a wavier of the provisions of this policy if they believe that the application of the policy to the contractor would violate federal, state, or local laws. Requests for waivers shall be made to the Controller, who shall refer such request to the County Services Committee of the Board. The Committee shall review the request and provide its recommendation to the Board of Commissioners for final action.

BE IT FURTHER RESOLVED, that a non-profit human services agency may request a waiver of the provisions of this policy if they believe that the application of the policy would cause economic harm to the agency in a fashion that would result in the harm created by application of the policy outweighing the benefits of applying this policy. Requests for waivers shall be made to the Controller, who shall refer such request to the County Services Committee of the Board. The Committee shall review the request and provide its recommendation to the Board of Commissioners for final action.

BE IT FURTHER RESOLVED, that this policy shall apply to any contract entered into or renewed after the effective date of this policy.

BE IT FURTHER RESOLVED, that entering an agreement for extension of a contract for a period beyond its original term shall be considered entering a contract for purposes of this policy.

BE IT FURTHER RESOLVED, that this policy shall go into effect ninety (90) days after adoption by the Ingham County Board of Commissioners.

BE IT FURTHER RESOLVED, that it is the intent of the Ingham County Board of Commissioners that the requirement for payment of a living wage as defined in this policy will apply to employees of Ingham County.

COUNTY SERVICES: Yeas: Celentino, Holman, De Leon, Schor
Nays: Severino, Nevin **Absent:** None **Approved 6/17/03**

FINANCE: Yeas: Swope, Dedden, Hertel, Thomas
Nays: Grebner, Minter **Absent:** None **Approved 6/18/03**

EXHIBIT C

ADOPTED - DECEMBER 8, 2015
AGENDA ITEM NO. 8

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING STANDARDS OF CONDUCT FOR INGHAM COUNTY VENDORS

RESOLUTION # 15 - 459

WHEREAS, the Ingham County Board of Commissioners ("Board") purchases goods and services from a multitude of vendors and contractors; and

WHEREAS, the Board is committed to ensuring impartiality, transparency, professionalism, equal treatment, and the highest standards of conduct with respect to its relationships with all current and potential County vendors; and

WHEREAS, the Board expects that, as a condition for doing business with the County, all vendors, contractors, and subcontractors conduct their business operations and interactions with County employees ethically; and

WHEREAS, the Board has determined that a clear and concise approach is needed to ensure compliance with appropriate standards of conduct.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby adopts the attached *Standards of Conduct for Ingham County Vendors*.

BE IT FURTHER RESOLVED, a copy of said *Standards of Conduct for Ingham County Vendors* shall be incorporated into the County's vendor registration process so that vendors are fully informed as to the County's expectations regarding vendor conduct.

BE IT FURTHER RESOLVED, the Purchasing Department shall include in all solicitations and purchase orders, and legal counsel shall include in all contracts, language requiring compliance with the provisions of the *Standards of Conduct for Ingham County Vendors*.

BE IT FURTHER RESOLVED, that any County vendor found to violate the *Standards of Conduct for Ingham County Vendors* shall be notified and offered an opportunity to respond. If a violation is found, the Board of Commissioners may preclude further business with that vendor for up to one year or longer.

BE IT FURTHER RESOLVED, that upon effective passage of this resolution, the Board directs the Purchasing Department to issue to all County departments and offices and legal counsel a copy of this resolution.

COUNTY SERVICES: Yeas: Celentino, Koenig, Crenshaw, Banas, Bahar-Cook, Hope, Maiville

Nays: None **Absent:** None **Approved 12/01/15**

Standards of Conduct for Ingham County Vendors

The County of Ingham conducts business with businesses, vendors and contractors under a set of rules to ensure that all County officials and employees discharge their duties in a manner designed to promote public trust and confidence in our County. The County wants you to be aware of the rules that you and its employees are required to follow. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by providing these rules for you, your experience in dealing with the County will be both rewarding and satisfactory.

Providing Gifts or Gratuities:

Providing gifts or gratuities to employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Do not offer employees any gifts or loans.
- Employees may not receive any fee or compensation for their services from any source other than the County, so do not offer them.
- Buying meals for employees is only permissible during a working lunch or dinner where business is discussed and you are a current contractor (no alcohol). Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors recognizing exceptional service by County employees are always welcome.

Conflicts of Interest:

- Do not ask employees for any special favor or consideration that is not available to every other citizen.
- Do not ask employees to disclose any information that is not available to every other citizen through normal public information channels unless necessary for the business you are hired for.
- Do not offer to compensate employees by offering to hire, or to do business with any business entity of the employees or their immediate family members.
- Do not ask employees to represent you or your company other than as part of their official duties with the County.
- Do not ask employees to endorse the products or services of your company.
- Do not ask employees to hand out or post advertising materials.

Vendor shall report if the following occurs:

Solicitation by County Employees:

Employees may not solicit gifts, loans, or any other items of value from people doing County business that will be used by them personally.

- If you are asked to pay a fee for services that you believe are improper or illegal, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517)

676-7200. Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the County.

Use of County Equipment, Facilities and Resources:

Use of County equipment, facilities and resources is authorized only for County purposes.

- Do not ask employees to use County equipment to run errands or perform tasks for your benefit.

Your Rights and Expectations:

When dealing with employees of the County you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Ingham and our goal is to serve them to the best of our ability. Should you have any concerns or questions concerning this information or the conduct of any of our employees, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517) 676-7200.