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FINANCE COMMITTEE
ANDY SCHOR, CHAIR
PENELOPE TSEBNOGLOU
DEB NOLAN
REBECCA BAHAR-COOK
BRIAN McGRAIN
STEVE DOUGAN

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, MAY 18, 2011 AT 5:30 P.M., IN THE PERSONNEL CONFERENCE ROOM (D & E), HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING.

Agenda

Call to Order

Approval of the [May 4, 2011 Minutes](#)

Additions to the Agenda

Limited Public Comment

1. Prosecuting Attorney / Friend of the Court - Resolution Authorizing Approvals for Reimbursement Requests and Contract Submissions Within the Electronic Grant Administration Management System ([EGrAMS](#)) by the Friend of the Court and Prosecuting Attorney
2. Friend of the Court - Resolution to Amend the State Court Administrative Office [Access and Visitation](#) Grant Agreement
3. Community Corrections Advisory Board - Resolution to Authorize Entering Into a Memorandum of Understanding with the Michigan Association of Community Correction Advisory Boards (MACCAB) for Implementation of the Pretrial Risk Assessment Project to be Provided by [Luminosity, Inc.](#)
4. Circuit Court - Resolution to Approve the Purchase of Courtroom Technology from [TeL Systems](#) for the Circuit Court
5. Mid-South Substance Abuse Commission - Resolution Authorizing the Transfer of Funds to the Mid-South Substance Abuse Commission and a 2011 Contract for Accounting with [Respect Thereto](#)
6. Health Department - Resolution to Authorize Acceptance of the [Mental Health Mini-Grant](#) - Child & Adolescent Health Centers from the Michigan Department of Community Health and the Muskegon Area Intermediate School District
7. Farmland and Open Space Preservation Board - Resolution Authorizing Contracts with Yankee Appraisal Associates and Williams & Associates to Conduct [Appraisals](#) on Properties Approved for Purchase Through the Ingham County Farmland and Open Space Preservation Program

8. Parks & Recreation Commission
 - a. Resolution Authorizing a Return to the General Fund of Previously Approved Trail Budget Funding and a Budget Adjustment to the 2010 [Lake Lansing Park](#)–North Land Acquisition Project
 - b. Resolution Authorizing a Return to the General Fund of Previously Approved Trail Budget Funding and Request for Funds to Construct a Snow Board Hill at [Hawk Island Park](#)
 - c. Resolution Authorizing the Establishment of User Fees for the Disc Golf Course at [Burchfield Park](#) for 2011

9. Financial Services - Resolution for an Amendment and Restatement of Ingham County's [Deferred Compensation Plan](#)

10. Management Information Services
 - a. Resolution to Approve the Purchase of a Fiber Optic Connection to Healthy Smiles Clinic from [Arialink](#)
 - b. Resolution to Approve the Renewal of the Annual Maintenance for the Track-It Call Management Application from [Numara Software Incorporated](#)
 - c. Resolution to Approve the Renewal of the MUNIS Software Annual Support Agreement from [Tyler Technologies](#)

11. Controller/Administrator's Office - Resolution Updating Various [Fees](#) for County Services

Announcements
Public Comment
Adjournment

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DISRUPTION DURING THE MEETING**

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

FINANCE COMMITTEE
May 4, 2011
Minutes

Members Present: Andy Schor, Penelope Tsernoglou, Deb Nolan, Rebecca Bahar-Cook, Brian McGrain, Steve Dougan and Board Chairperson Grebner

Members Absent: None

Others Present: Teri Morton, Doug Stover, Willis Bennett, Jim Hudgins, Dean Sienko, Rick Terrill and others

The meeting was called to order by Chairperson Schor at 5:37 p.m. in the Personnel Conference Room "D & E" of the Human Services Building, 5303 S. Cedar Street, Lansing.

Approval of the April 20, 2011 Minutes

The April 20, 2011 Minutes were approved as submitted.

Additions to the Agenda

None.

Limited Public Comment

None.

(Comm. Bahar-Cook arrived at 5:39 p.m.)

MOVED BY COMM. DOUGAN, SUPPORTED BY COMM. MCGRAIN, TO APPROVE A CONSENT AGENDA FOR THE FOLLOWING ITEMS:

2. Equalization Department
 - a. Resolution Approving Entering into a Grant with the Michigan Department of Labor and Economic Growth and Appoint Douglas A. Stover as County Grant Administrator for the 2011 Remonumentation Project
3. Ingham County Office of Homeland Security & Emergency Management - Resolution Authorizing the Acceptance of FY 2008 and 2009 Homeland Security Grant Program Pass Through Funds for Nine In-Car Video Camera Systems for Other County Police Departments
4. Circuit Court - Resolution Authorizing an Agreement with CourtView Justice Solutions for Modifications Needed to the Circuit Court Sentencing Screen

5. Health Department
 - a. Resolution to Amend the 2010-2011 CPBC Agreement with the Michigan Department of Community Health to Provide Interim Chief Medical Executive Coverage
 - b. Recommendation to Authorize the Ingham County Health Department to Enter into an Agreement with Capital Link
 - c. Recommendation to Authorize the Transition of a Nurse Assessor Position to a Health Center Nurse
 - d. Resolution to Establish a 1.0 FTE Assistant Social Worker Position in Public Health Nursing

6. Parks & Recreation Commission
 - b. Resolution Authorizing a Reciprocal Arrangement between the Parks and Fair
 - c. Resolution Authorizing Acceptance of a Charitable Donation from the Potter Park Zoological Society for the Potter Park Zoo

7. Facilities Department - Resolution Authorizing a Contract with Schindler Elevator Company to Provide Elevator Repair and Maintenance

MOTION CARRIED UNANIMOUSLY.

MOVED BY COMM. DOUGAN, SUPPORTED BY COMM. MCGRAIN, TO APPROVE THE ITEMS ON THE CONSENT AGENDA.

MOTION CARRIED UNANIMOUSLY.

1. Ingham County Treasurer and Equalization Department - Resolution for the Purchase and Installation of Equalizer .Net Software Upgrade of the Equalization/Assessing Software System for the Equalization/Tax Mapping Department, and the .Net Software Upgrade of the Equalizer County Tax Software System, the Equalizer Delinquent County Tax Software System, the Pre Audit Software System, and the Animal License Software System for the County Treasurer's Office

MOVED BY COMM. DOUGAN, SUPPORTED BY COMM. MCGRAIN, TO APPROVE THE RESOLUTION FOR THE PURCHASE AND INSTALLATION OF EQUALIZER .NET SOFTWARE UPGRADE OF THE EQUALIZATION/ASSESSING SOFTWARE SYSTEM FOR THE EQUALIZATION/TAX MAPPING DEPARTMENT, AND THE .NET SOFTWARE UPGRADE OF THE EQUALIZER COUNTY TAX SOFTWARE SYSTEM, THE EQUALIZER DELINQUENT COUNTY TAX SOFTWARE SYSTEM, THE PRE AUDIT SOFTWARE SYSTEM, AND THE ANIMAL LICENSE SOFTWARE SYSTEM FOR THE COUNTY TREASURER'S OFFICE.

Comm. Dougan asked Mr. Stover if the County should be charging for access to BS & A online. Mr. Stover explained there is a charge to access some of the Treasurer's information; however, he felt that if there were a charge for Equalization information it would create a need for additional staff to answer the in-coming phone calls. The Committee agreed to discuss a BS & A service fee in the near future.

Comm. McGrain asked if this was the only product available, and, is the cost comparable to what other units pay. Mr. Stover explained this was the most widely used, dependable and compatible program in the state and the cost is comparable to other units. He also noted the Drain Commissioner now uses the software.

(Board Chairperson Grebner arrived at 5:53 pm.)

MOTION CARRIED UNANIMOUSLY.

2. Equalization Department

- b. Resolution to Contract with Ronnie M. Lester as County Representative and Wolverine Engineers and Surveyors, Inc. for Services as Monumentation Surveyor for the Ingham County Monumentation and Remonumentation Project in 2011

MOVED BY COMM. DOUGAN, SUPPORTED BY COMM. BAHAR-COOK, TO APPROVE THE RESOLUTION TO CONTRACT WITH RONNIE M. LESTER AS COUNTY REPRESENTATIVE AND WOLVERINE ENGINEERS AND SURVEYORS, INC. FOR SERVICES AS MONUMENTATION SURVEYOR FOR THE INGHAM COUNTY MONUMENTATION AND REMONUMENTATION PROJECT IN 2011.

It was noted that the wrong company name is on the agenda and the heading of the resolution.

MOVED BY COMM. TSERNOGLOU, SUPPORTED BY COMM. DOUGAN, TO AMEND THE RESOLUTION STRIKING **WOLVERINE ENGINEERS AND SURVEYORS, INC AND CHANGING TO ENGER SURVEYING & ENGINEERING** IN THE TITLE OF THE RESOLUTION.

TO READ AS FOLLOWS:

RESOLUTION TO CONTRACT WITH RONNIE M. LESTER AS COUNTY REPRESENTATIVE AND ENGER SURVEYING & ENGINEERING FOR SERVICES AS MONUMENTATION SURVEYOR FOR THE INGHAM COUNTY MONUMENTATION AND REMONUMENTATION PROJECT IN 2011

THIS WAS ACCEPTED AS A FRIENDLY AMENDMENT.

MOTION TO APPROVE THE RESOLUTION, AS AMENDED, CARRIED UNANIMOUSLY.

6. Parks & Recreation Commission

- a. Resolution Granting the Parks & Recreation Commission the Ability to Approve Future Visitor Incentive Programs at the Potter Park Zoo

MOVED BY COMM. MCGRAIN, SUPPORTED BY COMM. DOUGAN, TO APPROVE THE RESOLUTION GRANTING THE PARKS & RECREATION COMMISSION THE ABILITY TO APPROVE FUTURE VISITOR INCENTIVE PROGRAMS AT THE POTTER PARK ZOO.

Comm. Bahar-Cook expressed her concern that it was the intent of the Zoo Board to include other County residents as a promotion to capture more dollars from those residents who may not have planned on visiting the zoo. She also reminded the Committee that there are residents of Lansing who are not located in Ingham County.

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. TSERNOGLOU, TO AMEND THE RESOLUTION TO INCLUDE ANY NON-INGHAM COUNTY CITY OF LANSING RESIDENTS.

THIS WAS ACCEPTED AS A FRIENDLY AMENDMENT.

Comm. Schor stated the language was changed because it was open to interpretation and therefore it was amended to reflect the intent of the 2010 resolution. Comm. Nolan echoed Comm. Bahar-Cook stating the language was intentionally broad to increase attendance and revenues. She then encouraged the Committee to find alternative ways to increase Zoo attendance and revenue.

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. NOLAN, TO AMEND THE RESOLUTION BY STRIKING FOR INGHAM COUNTY RESIDENTS, AND ANY NON-INGHAM COUNTY CITY OF LANSING RESIDENTS.

Comm. Tsernoglou asked what the admission is to the Zoo. Mr. Bennett stated \$4.00 for County residents and \$10.00 for others. Comm. Schor asked if the events are marketed. Mr. Bennett stated yes, by social media and press releases.

MOTION CARRIED UNANIMOUSLY.

MOVED BY COMM. NOLAN, SUPPORTED BY COMM. COMM. BAHAR-COOK, TO AMEND THE RESOLUTION BY REVERTING BACK TO THE ORIGINAL RESOLUTION BEFORE BEING AMENDED AT COUNTY SERVICES.

MOTION CARRIED with Comms. Schor and Dougan voting “no”.

Comm. Tsernoglou suggested the Committee receive an annual report of the incentive programs to avoid abuse of the resolution.

MOVED BY COMM. MCGRAIN, SUPPORTED BY COMM. BAHAR-COOK, TO AMEND THE AMENDMENT BY ADDING AND THE BOARD OF COMMISSIONERS IN THE LAST BE IT FURTHER RESOLVED BE FORE THE WORDS ON A YEARLY BASIS.

The last BE IT FURTHER RESOLVED READS AS FOLLOWS:

BE IT FURTHER RESOLVED, staff will provide statistical feedback regarding all incentive programs to the Potter Park Zoo Board and Parks & Recreation Commission, **and the Board of Commissioners**, on a yearly basis.

THIS WAS ACCEPTED AS A FRIENDLY AMENDMENT.

Comm. Schor clarified that this was a vote of the amendment reverting back to the original resolution, not the blue sheet, including the amendment adding: “and the Board of Commissioners” in the Be It Further Resolved.

MOTION TO APPROVE THE RESOLUTION, AS AMENDED, CARRIED with Comms. Schor and Dougan Voting “no”

8. Controller/Administrator’s Office - Resolution Updating Various Fees for County Services

Comm. Schor informed the Committee that this was a draft for discussion purposes. The Committee discussed the resolution regarding various fees, costs, and concerns of the other Committees.

Mr. Bennett explained the Shelter (pavilion) Fees have not been increased in about 10 years. The fee increase is competitive to other communities. He further explained the operation of the shelters including the expenses such as office staff, field staff and maintenance.

Comm. Dougan asked that the P2 Fees be separated for the final vote on the resolution.

Ms. Morton noted that administration costs are built into the fees.

9. Board Referral - Resolution from Livingston County Board of Commissioners in Support of House Bills 4148, 4149 and 4150

The Board Referral was received and placed on file.

Announcements

Comm. McGrain suggested an analysis of where funds should be used in marketing various employment opportunities and County functions, as well as, new marketing ideas. Comm. Nolan agreed. Comm. Schor asked Comm. McGrain to raise his concern at Caucus.

Public Comment

None.

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

Respectfully submitted,

Julie Buckmaster

MAY 18, 2011 FINANCE AGENDA STAFF REVIEW SUMMARY

RESOLUTION ACTION ITEMS:

The Controller's Office is recommending approval of the following resolutions:

1. Prosecuting Attorney / Friend of the Court - Resolution Authorizing Approvals for Reimbursement Requests and Contract Submissions Within the Electronic Grant Administration Management System (EGrAMS) by the Friend of the Court and Prosecuting Attorney

This resolution would authorize Ingham County to take the necessary steps to have our Prosecuting Attorney/Friend of the Court Cooperative Reimbursement Programs (CRP) in compliance with state requirements. The State of Michigan is now requiring IV-D (child support) agencies to submit their monthly reimbursement requests, and their annual (CRP) contract requests, within the Electronic Grant Administration Management System (EGrAMS). Therefore, this resolution will authorize the Prosecuting Attorney/Friend of the Court to be "Project Managers" for their respective Departments, the Financial Services Director to be the "Financial Officer", and the Board of Commissioners Chairperson will be the "Authorized Official" for the purposes of EGrAMS.

There is no direct financial impact to this Resolution; however, indirectly we must comply to continue to receive our CRP funding. (See the attached memo for details.)

2. Friend of the Court - Resolution To Amend The State Court Administrative Office Access And Visitation Grant Agreement

This resolution will authorize an amendment to the original Access and Visitation contract with the State Court Administrative Office (SCAO). The original Access and Visitation Agreement provided \$7,675 to the Ingham County Friend of the Court to promote facilitating noncustodial parents' access to visitation with their children through supervised parenting time and neutral drop-off and pick up services. SCAO awarded an additional \$5,000 to the Ingham County Friend of the Court, resulting in a total award of \$12,675.

3. Community Correction Advisory Board (CCAB) - Resolution to Authorize Entering Into a Memorandum of Understanding with the Michigan Association of Community Correction Advisory Boards (MACCAB) for Implementation of the Pretrial Risk Assessment Project to be Provided by Luminosity, Inc.

This resolution would authorize several things including the acceptance of an additional appropriation from the State of Michigan – Office of Community Alternatives for the Ingham County Community Corrections FY 2010 – 2011 Budget. These funds would pay the total cost (\$6,599) for Ingham County's share of the Pretrial Risk Assessment Project through the vendor, Luminosity, Inc.

The Michigan Association of Community Correction Advisory Boards (MACCAB) which is the state wide association of CCABs negotiated a favorable cost proposal to provide assistance to member Michigan counties through this Pretrial Risk Assessment Project with the goal of improving local risk assessment policies and procedures. To accomplish this MACCAB has agreed to act as fiduciary for the project for all participating counties and will contract with Luminosity, Inc. for this project. In turn, Ingham County and other participating member Counties in MACCAB will authorize a Memorandum of Understanding (MOU) to participate in the program. (See attached memo from Ms. Sabaj on the benefits to Ingham County.)

4. *Circuit Court - Resolution to Approve the Purchase of Courtroom Technology from TeL Systems for the Circuit Court*

This resolution authorizes entering into a contract with Thalner Electronic Laboratories (TeL Systems) for the purpose of adding new video conferencing equipment in two of the Ingham County Circuit Court courtrooms in the Veterans Memorial Courthouse. This is a long term plan of the Court to have all Courtrooms have this capability to reduce the travel costs of bringing defendants to the Court and to improve security by having certain court proceedings being done from remote locations.

The other four Circuit Court courtrooms in the Veterans Memorial Courthouse had this equipment installed previously. Funds are contained within the existing Circuit Court CIP budget for this purpose. (See attached memo from Court Administrator David Easterday.)

5. *Mid-South Substance Abuse Commission - Resolution Authorizing the Transfer of Funds to the Mid-South Substance Abuse Commission and a 2011 Contract for Accounting with Respect Thereto*

This resolution will authorize the transfer of State Liquor tax funds to Mid-South Substance Abuse Commission to use the funds for substance abuse prevention and treatment programs per the terms of the state statute, along with the accounting and auditing requirements. MCL 211.24(e), commonly known as the State Liquor Tax Law, allows Ingham County the option of retaining the entire amount of liquor tax revenue provided that these monies be used to offset property tax revenues by an equal amount, or the option of retaining one-half of the revenues and distributing the other half to the County's designated coordinating agency for substance abuse prevention and treatment services. The Board of Commissioners chose to keep one-half of the funds for the General Fund budget in 2011, and is now required to give the other half to the Mid-South Substance Abuse Commission for their use as described above. The expected/budgeted total distribution for 2011 is \$1,561,077, with Mid-South Substance Abuse Commission receiving \$780,538 and the County General Fund receiving the other half.

6. *Health Department - Resolution to Authorize Acceptance of the Mental Health Mini-Grant – Child & Adolescent Health Centers from the Michigan Department of Community Health and the Muskegon Area Intermediate School District*

This resolution authorizes acceptance of the Mental Health Mini-Grant – Child & Adolescent Health Centers from the Michigan Department of Community Health, which provides \$60,000 to provide mental health related activities at each of the Health Department's Child & Adolescent Health Centers (CAHCs), Otto Community Health Center, Willow Health Center and the School Wellness Program at Gardner Middle School from April 1, 2011 through September 30, 2011.

7. Farmland and Open Space Preservation Board - Resolution Authorizing Contracts with Yankee Appraisal Associates and Williams & Associates to Conduct Appraisals on Properties Approved for Purchase Through the Ingham County Farmland and Open Space Preservation Program

The resolution would authorize two (2) three-year appraisal contracts. Nineteen different vendors were contacted and three responded. Since the appraisals need to be completed by October 1, the Evaluation Committee recommends awarding multiple three-year contracts: one to Yankee Appraisal Associates for \$2,500 per appraisal and one to Williams & Associates for \$2,500 per appraisal in the first year increasing by \$100 per appraisal in each of the next two years. Yankee Appraisal Associates is a local vendor.

8a. Parks and Recreation Commission - Resolution Authorizing a Return to the General Fund of Previously Approved Trail Budget Funding and a Budget Adjustment to the Lake Lansing Park-North Land Acquisition Project

In 2006 and 2007, the Board authorized \$300,000 in the general fund as local match for an anticipated trail from Park Lake to Michigan State University. Easements along this trail have proved difficult to procure and the Parks Commission is recommending the lapse of \$292,230 in remaining general fund dollars. More specifically, the first \$21,563 would be used to cover a shortfall in Lake Lansing Park - North Land Acquisition Project and the remaining \$270,667 is returned to the general fund.

In October 2010, the County closed on the purchase of property known as the Lake Lansing Park - North Land Acquisition Project. The project was \$11,831 short in available financing and incurred \$9,372 in unanticipated property tax bills. Therefore, a \$21,563 budget transfer adjustment is required to close out this project.

8b. Parks and Recreation Commission - Resolution Authorizing a Return to the General Fund of Previously Approved Trail Budget Funding and Request for Funds to Construct a Snow Board Hill at Hawk Park

In 2008, the Board appropriated \$62,500 in general fund monies as local match for the Heart of Michigan Trail. Delhi Township opted to become project leader and plotted an alternative route which did not include the use of the County's funds. This resolution would authorize the lapse of the \$62,500. The Parks and Recreation Commission are requesting that \$35,000 of these lapse funds be transferred to the Hawk Island Tubing Hill project to be used for the construction of a snow board hill. The remaining \$27,500 would be returned to the general fund.

8c. Parks and Recreation Commission - Resolution Authorizing the Establishment of User Fees for the Disc Golf Course at Burchfield Park for 2011

The resolution establishes the 2011 disc golf user fee of \$4 per day for adults over 12 and an annual pass in the amount of \$40 per year.

9. Financial Services - Resolution Authorizing an Amendment and Restatement of Ingham County's Deferred Compensation Plan

Section 457 of the IRS code allows employees to save for retirement by setting aside money on a pre-tax basis. The employer is required to have a formal plan in place. The Plan has been in place for many years and is due to be reviewed. The resolution would authorize an amended plan that was prepared by the law firm Fraser, Trebillock, Davis & Dunlap.

10a. Management Information Services - Resolution to Approve the Purchase of a Fiber Optic Connection to Healthy Smiles Clinic from Arialink

The resolution would authorize a three-year contract with Arialink in the amount of \$24,100. The Board had previously authorized a contract with AT&T but ran into implementation issues that would have resulted in \$6,000 in additional implementation costs. The Arialink solution would result in \$1,340 in savings over the three-year period. Please refer to Tom Shewchuk's memorandum for additional information.

10b. Management Information Services - Resolution to Approve the Renewal of the Annual Maintenance for the Track-It Call Management Application from Numara Software Incorporated

This resolution authorizes a three-year renewal at a total cost of \$13,540, which is \$2,318 less than the current agreement.

10c. Management Information Services - Resolution to Approve the Renewal of the MUNIS Software Annual Support Agreement From Tyler Technologies

The MUNIS application has been utilized for years in Ingham County for a number of our financial and administrative applications. This resolution would authorize a one year contract renewal effective June 23, 2011, in the amount of \$133,777, a 5% increase from the current year. Please see Tom Shewchuk's memorandum for additional information.

11. Controller/Administrator - Resolution Updating Various County Fees for 2012

The Controller's Office annually prepares for the Board of Commissioners review details about adjustment of the fees for the upcoming budget process. This review has been completed and some adjustments are being presented to the Board of Commissioners for their consideration. This information was presented at the last round of committee meetings as a discussion item for input from the Board of Commissioners. A resolution recommending certain fee increases is now being presented at this round of meetings for adoption. (See attached memo for details.)

Agenda Item 1

TO: LAW ENFORCEMENT, JUDICIARY AND FINANCE COMMITTEES

FROM: HARRY MOXLEY, ASS'T FOC OPERATIONS

**RE: RESOLUTION AUTHORIZING APPROVALS WITHIN THE
ELECTRONIC GRANT ADMINISTRATION MANAGEMENT
(EGrAMS) SYSTEM BY THE FOC AND PA**

DATE: MAY 3, 2011

**CC: SHAUNA DUNNINGS, DAVID EASTERDAY, LISA MCCORMICK,
JILL RHODE**

Attached you will find a resolution authorizing approvals within the Electronic Grant Administration Management System, now required by the State of Michigan for the Friend of the Court and Prosecuting Attorney for their IV-D (child support enforcement) reimbursement and contract requests. There is no cost to the county of implementing this resolution; however, approval within EGrAMS will be necessary for continued annual reimbursement of approximately \$4 million for the PA and FOC offices.

The State of Michigan is requiring that reimbursement requests be submitted electronically retroactive to the start of the Oct. 1 fiscal year, and will require that the next IV-D contract be submitted within EGrAMS, probably in late June or early July.

Parties approving these items remain unchanged. The procedure of having the BOC Chair continue to sign a hard copy contract as submitted in EGrAMS, then having the Financial Services Director approve the contract within EGrAMS as an "Authorized Official", was proposed by Donna Smigiel at MGT as a solution which is being implemented in other counties.

A representative of the FOC and/or PA offices will be present at their respective liaison committee meetings on Thursday May 12, and at the Finance Committee meeting on Wednesday May 18, to answer any questions.

Introduced by the Law Enforcement, Judiciary and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING APPROVALS FOR REIMBURSEMENT REQUESTS AND CONTRACT SUBMISSIONS WITHIN THE ELECTRONIC GRANT ADMINISTRATION MANAGEMENT SYSTEM (EGrAMS) BY THE FRIEND OF THE COURT AND PROSECUTING ATTORNEY

WHEREAS, the State of Michigan has recently begun requiring IV-D (child support) agencies to submit their monthly reimbursement requests, and their annual Cooperative Reimbursement Program (CRP) contract requests, within the Electronic Grant Administration Management System (EGrAMS); and

WHEREAS, submission of these items will be necessary for Ingham County to continue to receive 66% reimbursement for all IV-D activities within the Friend of the Court and Prosecuting Attorney's offices; and

WHEREAS, monthly reimbursement requests are currently signed in hard copy (paper) format by the Friend of the Court Director, the Prosecuting Attorney, and the Financial Services Director; and

WHEREAS, annual CRP contract requests are currently signed in hard copy (paper) format, upon approval as to form by the County Attorney, by the Friend of the Court Director, the Prosecuting Attorney, the Financial Services Director, and the Chair of the Board of Commissioners; and

WHEREAS, EGRaMS will require monthly approvals for reimbursement requests by users of the system in the roles of "Project Manager" and "Financial Officer"; and

WHEREAS, EGRaMS will require annual approvals of CRP contract requests by users of the system in the roles of "Project Manager", "Financial Officer" and "Authorized Official".

THEREFORE BE IT RESOLVED, that the Friend of the Court Director and the Prosecuting Attorney are hereby authorized to act in the capacity of separate "Project Managers" within EGRaMS for purposes of approving their respective monthly IV-D reimbursement requests that are consistent with approved Ingham County budgets.

BE IT FURTHER RESOLVED, that the Financial Services Director is hereby authorized to act in the capacity of "Financial Officer" within EGRaMS for purposes of approving monthly IV-D reimbursement requests that are consistent with approved Ingham County budgets.

BE IT FURTHER RESOLVED, that the Friend of the Court Director and the Prosecuting Attorney are hereby authorized to act in the capacity of separate "Project Managers" within EGRaMS for purposes of approving their respective annual CRP contract requests, that are consistent with approved Ingham County budgets, upon approval as to form by the County Attorney of the final contract documents.

BE IT FURTHER RESOLVED, that the Financial Services Director is hereby authorized to act in the capacity of "Financial Officer" within EGRaMS for purposes of approving annual CRP contract requests that are consistent with approved Ingham County budgets, upon approval as to form by the County Attorney of the final contract documents.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners will continue to sign a hard copy (paper) form of the annual CRP contract requests that are consistent with approved Ingham County budgets, as submitted in EGRaMS, upon approval as to form by the County Attorney of the final contract documents.

BE IT FURTHER RESOLVED, that the Financial Services Director, upon receipt of a hard copy form of the CRP contract requests signed by the Chairperson of the Board of Commissioners, is hereby authorized to act in the capacity of "Authorized Official" within EGRaMS for purposes of approving the annual CRP contract requests that are consistent with approved Ingham County budgets.

M E M O R A N D U M

TO: JUDICIARY AND FINANCE COMMITTEES

FROM: SHAUNA DUNNINGS, FRIEND OF THE COURT

**RE: RESOLUTION TO AMEND THE STATE COURT ADMINISTRATIVE OFFICE
ACCESS AND VISITATION GRANT AGREEMENT**

DATE: MAY 11, 2011

Attached you will find a resolution authorizing an amendment to the original Access and Visitation contract with the State Court Administrative Office. The original Access and Visitation Agreement provided \$7675 to the Ingham County Friend of the Court to promote facilitating noncustodial parents' access to visitation with their children through supervised parenting time and neutral drop-off and pick up services for the time period of October 1, 2010 through September 30, 2011.

The State Court Administrative Office awarded an additional \$5000 to the Ingham County Friend of the Court on May 5, 2011, resulting in a total award of \$12,675 which will be used to facilitate noncustodial parents' access to visitation with their children through supervised parenting time and neutral drop-off and pick up services.

Please consider this late request because the contract must be executed as soon as practical and returned to the State Court Administrative Office.

Introduced by the Judiciary and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AMEND THE STATE COURT ADMINISTRATIVE OFFICE
ACCESS AND VISITATION GRANT AGREEMENT**

WHEREAS, Resolution #10-371 authorized the Ingham County Board of Commission to accept a one year agreement effective October 1, 2010 ending September 30, 2011, in the amount of \$7675.00, from the State Court Administrative Office for purposes of facilitating noncustodial parents' access to visitation with their children through supervised parenting time and neutral drop-off and pick up services.

WHEREAS, the State Court Administrative Office has increased the Access and Visitation Contract by \$5,000 resulting in a total contract amount of \$12,675.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes amending the original contract with The State Court Administrative Office by increasing it from \$7675.00 to \$12,675, and to promote facilitating noncustodial parents' access to visitation with their children through supervised parenting time and neutral drop-off and pick up services for the time period of October 1, 2010 through September 30, 2011.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budget adjustments to the 2010/2011 Circuit Court Family Division, Friend of the Court Budgets in accordance with this Resolution.

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

TO: Law Enforcement, Judiciary and Finance Committees

FROM: Mary Sabaj
Community Corrections Manager

DATE: May 4, 2011

RE: Pretrial Risk Assessment Project

This Resolution approves entering into a Memorandum of Understanding with the Michigan Association of Community Corrections Advisory Boards (MACCB) to implement a Pretrial Risk Assessment Project. With the participation of at least eight Michigan counties, MACCAB, acting as fiduciary, will contract with Luminosity, Inc. for Dr. Marie VanNostrand and her associates to provide Project services.

The Project will build on the services provided to Ingham County by Luminosity, Inc. in 2010 and would be the next step in enhancing the ability of Pretrial Services to provide bond report recommendations based on an objective risk assessment instrument and will assist with the identification of pretrial defendants appropriate for some level of community supervision.

Luminosity, Inc. provided similar services to Oakland County at a cost of \$80,000. By including multiple counties (a minimum of 8) in the overall Project, the cost to all individual participating counties is significantly reduced (\$6,599.) The cost of the Project will be covered by Community Corrections State grant funds approved for this Project.

Luminosity will provide the following services to Ingham County with a Project completion deadline of September 30, 2011:

Phase I: Provide a detailed review of pretrial services agencies procedures to ensure that current practices include collection and verification of all necessary information to complete an accurate assessment, identify the most appropriate and beneficial point to complete the risk assessment; and ensure the proper infrastructure is in place for the collection of risk assessment, program performance and outcome measures, and other needed data for future local validation of the assessment. Recommendations will be made regarding necessary modifications to pretrial services agency practices to ensure that an accurate risk assessment can be successfully implemented and to prepare for future local validation.

Phase II: A one day regional onsite training will be provided to all pretrial services staff on the proper risk factor collection, interpretation, and assessment completion. In addition, the training will include critical foundation related information including the concepts of pretrial justice and legal and evidence-based practices, and the research behind the Virginia Model pretrial risk assessment as adopted for Oakland County, Michigan.

Phase III: Onsite technical assistance to provide subject matter expertise and assistance with proper instrument completion and integration of the assessment into agency and system practices.

Introduced by the Law Enforcement, Judiciary and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH THE MICHIGAN ASSOCIATION OF COMMUNITY CORRECTION ADVISORY BOARDS (MACCAB) FOR IMPLEMENTATION OF THE PRETRIAL RISK ASSESSMENT PROJECT TO BE PROVIDED BY LUMINOSITY, INC.

WHEREAS, the Jail Utilization Coordinating Committee (JUCC) and the Community Corrections Advisory Board (CCAB) have consistently recommended Pretrial Services enhancements as an important strategy to address the complex problems associated with managing the jail population, including implementation of an objective risk assessment process to be conducted by Pretrial Services to assist in assessing risk to help target appropriate defendants for pretrial supervision and treatment resources; and

WHEREAS, MACCAB entered into discussions with Luminosity, Inc. regarding assisting Michigan counties with the improvement of local risk assessment policies and procedures; and

WHEREAS, Luminosity, Inc., submitted a proposal to MACCAB for the Pretrial Risk Assessment Project as set forth in the proposed contract between MACCAB and Luminosity, Inc. for a cost of \$6,599 per county based on participation of at least eight counties; and

WHEREAS, MACCAB has agreed to act as fiduciary for the project for all participating counties in order to expedite the process and assist with reducing the cost per county by eliminating the need for Luminosity to contract with each individual county; and

WHEREAS, the CCAB and the State of Michigan – Office of Community Alternatives have approved using \$6,599 of the Ingham County Community Corrections FY2010 – 2011 budget for this project; and

WHEREAS, the Circuit Court has advised that it will fully participate in the Project as set forth in the Luminosity contract; and

WHEREAS, upon receiving a signed Memorandum of Understanding (MOU), County Resolution or other authorizing documentation to enter the MOU from each participating county, including Ingham County, MACCAB will enter the main contract with Luminosity, Inc. and the MOU with each participating county and the Project will proceed pursuant to the terms and conditions of the contract.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes Ingham County to enter into the MOU with MACCAB in agreement with all terms and conditions of the MOU and the contract with Luminosity with the cost of services not to exceed \$6,599 to be covered by Community Corrections State grant funding.

BE IT FURTHER RESOLVED, that the Ingham County Controller/Administrator's Office is authorized to amend the Community Corrections 2010/2011 budget to increase revenues and expenses by an additional \$6,599.

BE IT FURTHER RESOLVED, that execution of the MOU is contingent upon the County receiving a fully executed copy of the contract between Luminosity, Inc. and MACCAB as authorized by this Resolution.

BE IT FURTHER RESOLVED, that the Board Chairperson and County Clerk are authorized to sign any necessary contracts\subcontracts consistent with this resolution subject to approval as to form by the County Attorney.

Agenda Item 4

TO: Ingham County Finance and Judiciary Committees
FROM: David Easterday
DATE: May 4, 2011
RE: Resolution Authorizing Courtroom Video Conferencing Equipment

The Circuit Court will have Video Conferencing equipment in four of the six Courtrooms in the Veterans Memorial Courthouse by the end of June. Judge Lawless and Judge Baird received new equipment two years ago, and Judge Aquilina and Judge Manderfield are getting new equipment this year.

Pursuant to MCR 6.006, Circuit Courts may use two way interactive video technologies to conduct many proceedings between a Courtroom and a prison, jail or other locations. Some of the proceedings include:

- Initial arraignments
- Pretrial Conferences
- Pleas
- Show Cause Hearings
- Testimony from an expert witness
- Testimony from others for certain hearings

Earlier this year we met with representatives of the Department of Corrections to explore the possibility of expanding the use of video teleconferencing in order to reduce the volume of prisoner transport in the State. MDOC is very enthused about us having more Courtrooms with teleconferencing capabilities and eliminate the need to transport an individual at an estimated cost of \$1,000 / inmate.

The Circuit Court has \$40,000 approved in the 2011 CIP Budget for equipment in Judge Draganchuk's and Judge Canady's Courtrooms. The proposal received from Thalner Electronic Laboratories for the two Courtrooms totals \$40,641.50. Teri Morton has agreed that it is reasonable for the additional \$641.50 to come out of the equipment revolving fund.

Your approval of the equipment for the two Courtrooms is requested.

Introduced by the Judiciary and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE THE PURCHASE OF COURTROOM TECHNOLOGY FROM
TEL SYSTEMS FOR THE CIRCUIT COURT**

WHEREAS, the Circuit Court has a need to add new video conferencing equipment in Judge Draganchuk's and Judge Canady's Courtrooms; and

WHEREAS, these upgrades will allow the Court to provide better customer service by utilizing state-of-the-art technology; and

WHEREAS, the Circuit Court along with other Ingham County Courts, in conjunction with Purchasing and Management Information Services (MIS) sought proposals for similar technology for other Courtrooms and Hearing Rooms; and

WHEREAS, an Evaluation Committee comprised of Circuit Court, District Court, Probate Court, Friend of the Court, Family Court, Purchasing and MIS reviewed proposals for the technology for the other Courtrooms and Hearing Rooms; and

WHEREAS, the same technology would be used for these two Courtrooms; and

WHEREAS, the total costs will be paid out of the Circuit Court budgeted CIP funds (\$40,000) and the equipment revolving fund (\$641.50).

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes entering into a contract with TeL Systems, at a cost of \$40,641.50 for the purpose of supplying and installing video conferencing equipment courtroom technology.

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

Agenda Item 5

To: Human Services and Finance Committees

From: Jared Cypher, Assistant Deputy Controller

Re: Mid-South Substance Abuse Commission Contract

Date: April 28, 2011

This resolution will authorize the transfer of State Liquor tax funds to Mid-South Substance Abuse Commission to use the funds for substance abuse prevention and treatment programs per the terms of the state statute, along with the accounting and auditing requirements. MCL 211.24(e), commonly known as the State Liquor Tax Law, allows Ingham County the option of retaining the entire amount of liquor tax revenue provided that these monies be used to offset property tax revenues by an equal amount, or the option of retaining one-half of the revenues and distributing the other half to the County's designated coordinating agency for substance abuse prevention and treatment services. The Board of Commissioners chose to keep one-half of the funds for the General Fund budget in 2011, and is now required to give the other half to the Mid-South Substance Abuse Commission for their use as described above.

The expected/budgeted total distribution for 2011 is \$1,561,077, with Mid-South Substance Abuse Commission receiving \$780,538 and the County General Fund receiving the other half.

2011 marks the fourth year that distributions are now made quarterly. This resolution authorizes a contract for the distributions made in 2011 up to an amount not to exceed \$780,538. Should the total distribution for 2011 exceed the amount budgeted, it will be addressed in the final quarterly budget adjustment of 2011.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS TO THE MID-SOUTH SUBSTANCE ABUSE COMMISSION AND A 2011 CONTRACT FOR ACCOUNTING WITH RESPECT THERETO

WHEREAS, MCL 211.24(e), commonly known as the State Liquor Tax Law, allowed Ingham County the option of retaining the entire amount of liquor tax revenue provided that these monies be used to offset property tax revenues by an equal amount, or the option of retaining one-half of the revenues and distributing the other half to the County's designated coordinating agency for substance abuse prevention and treatment; and

WHEREAS, the Ingham County Board of Commissioners, during the 2011 budget process, chose to retain one-half of these liquor tax revenues for the General Fund and is now required to distribute the other one-half of these revenues to the designated coordinating agency, the Mid-South Substance Abuse Commission, to use said funds for substance abuse prevention and treatment programs in Ingham County; and

WHEREAS, the Statute requires the Mid-South Substance Abuse Commission to use said funds for substance abuse prevention and treatment programs in Ingham County; and

WHEREAS, the Department of Treasury has recommended certain accounting and/or auditing procedures to be used with respect thereto.

THEREFORE BE IT RESOLVED, that a contract be entered into with the Mid-South Substance Abuse Commission in an amount not to exceed \$780,538, for the time period of January 1, 2011 through December 31, 2011, which provides that the Mid-South Substance Abuse Commission will provide Ingham County with substance abuse services and accounting and audit reports consistent with the requirements of the Michigan Department of Treasury, demonstrating its use of funds received from Ingham County from liquor tax revenues, which use shall be in accordance with the requirements of MCL 211.24(e).

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

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

MEMORANDUM

To: Human Services Committee
Finance Committee

From: Dean Sienko, M.D., M.S., Health Officer/Medical Director

Date: May 12, 2011

Subject: Recommendation to Authorize Acceptance of the Mental Health Mini-Grant – Child & Adolescent Health Centers for the Michigan Department of Community Health

In March 2011, the Ingham County Health Department (ICHD) responded to a competitive grant opportunity through the Michigan Department of Community Health to provide mental health activities at each of the ICHD's Child & Adolescent Health Centers (CAHCs), Otto Community Health Center, Willow Health Center and the School Wellness Program at Gardner Middle School. The Request for Proposals required that each health center choose to provide specific mental health activities to its adolescent population. The ICHD applied to provide suicide and bullying prevention activities and was awarded the mental health mini-grant.

This is a recommendation to authorize acceptance of the Mental Health Mini-Grant – Child & Adolescent Health Centers for the Michigan Department of Community Health, which provides \$60,000 to provide the above mentioned mental health related activities from April 1, 2011 through September 30, 2011.

The grant agreement will be between the Ingham County Health Department and the Muskegon Area Intermediate School District, on behalf of the Michigan Department of Community Health.

In addition, the Ingham County Community Health Center Board has reviewed, authorized (as your FQHC Co-applicant Board), and recommends the acceptance of the Mental Health Mini-Grant.

I recommend that the Board of Commissioners adopt the attached resolution and authorize acceptance of this award in the amount of \$60,000 that will support mental health related activities at each of ICHD's Child & Adolescent Health Centers.

c: Debra Brinson, MPA, Deputy Health Officer, w/ attachment
John Jacobs, CPA, Chief Financial Officer, w/ attachment
Barb Mastin, MA, Chief Operating Officer, w/ attachment
Jan Kimble, Child & Adolescent Health Center Coordinator, w/ attachment
Carolyn Redman, Project Specialist, w/ attachment

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE ACCEPTANCE OF THE
MENTAL HEALTH MINI-GRANT – CHILD & ADOLESCENT HEALTH CENTERS
FROM THE MICHIGAN DEPARTMENT OF COMMUNITY HEALTH AND THE
MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT**

WHEREAS, the Ingham County Health Department applied for and received a \$60,000 grant through the Michigan Department of Community Health; and

WHEREAS, this grant is funded to provide anti-bullying and violence prevention education at Otto Community Health Center and at Gardner Middle School and to provide suicide prevention classes at Willow Health Center; and

WHEREAS, in order to carry out the grant required functions the ICHD must purchase two computers, not to exceed \$5,000, provide overnight travel accommodations for staff who will attend a four day training in Ann Arbor, not to exceed \$3,000, and bring in outside consultants to provide professional development, not to exceed \$2,000; and

WHEREAS, the Muskegon Area Intermediate School District, on behalf of the Michigan Department of Community Health, has provided a contract in the amount of \$60,000 for the project; and

WHEREAS, the Ingham County Community Health Center Board, as the Board of Commissioners FQHC Co-applicant Board, has reviewed and recommends the acceptance of this Mental Health Mini-Grant award; and

WHEREAS the Health Officer recommends that the Board of Commissioners authorizes and accepts this award in the amount of \$60,000 for the grant period of April 1, 2011 through September 30, 2011.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners accepts the \$60,000 award and authorizes an agreement with the Muskegon Area Intermediate School District for the period of April 1, 2011 through September 30, 2011.

BE IT FURTHER RESOLVED, that two computers, are authorized for purchase in an amount not to exceed \$5,000, utilizing grant funds.

BE IT FURTHER RESOLVED, grant funded contracts with consultants to provide professional development are authorized, not to exceed \$2,000.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budget adjustments, and the Purchasing Department is authorized to issue any necessary purchase orders or purchase items needed.

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

MEMORANDUM

TO: County Service and Finance Committees
 FROM: Jim Hudgins, Director, Purchasing Department
 DATE: May 5, 2011
 SUBJECT: Appraisal Services Proposal Summary

Project Description:

Proposals were sought from experienced State Certified General Real Property Appraisers to submit proposals for the purpose of entering into a three-year agreement to provide professional real estate appraisal services on an as-needed basis for the Ingham County Farmland and Open Space Preservation Program (FOSP). It is anticipated that up to twelve (12) appraisals will need to be completed in 2011.

All appraisals completed under this contract(s) will be required to comply with Uniform Standards of Professional Appraisal Practice (USPAP), Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA aka Yellow Book), and appraisal instructions as issued by Natural Resources Conservation Services (NRCS).

Proposal Summary:

Vendors contacted: 19 Local: 9
 Vendors responding: 3 Local: 2

Company	Year 1 Cost Per Appraisal	Year 2 Cost Per Appraisal	Year 3 Cost Per Appraisal	Local
Yankee Appraisal Associates	\$2,500	\$2,500	\$2,500	Y – East Lansing
Williams & Associates, Inc.	\$2,500	\$2,600	\$2,700	N – Marlette
Carlson Appraisal Company	\$3,500	\$3,500	\$3,500	Y – Lansing

Recommendation:

Since the appraisals need to be completed by October 1, the Evaluation Committee recommends awarding multiple three-year contracts: one to Yankee Appraisal Associates and one to Williams & Associates, Inc., both on a per appraisal basis as quoted in their responses.

Yankee Appraisal Associates and Williams & Associates have demonstrated competencies in compliance with Uniform Standards of Professional Appraisal Practice (USPAP) in conducting appraisals of agricultural properties with and without conservation easements, completed education courses including either eminent domain or conservation easements, hold the requisite State certifications, and have worked for other governmental entities on similar projects.

Advertisement:

The RFP was advertised in the Lansing State Journal, The Chronicle and posted on the Purchasing Department Web Page.

Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING CONTRACTS WITH YANKEE APPRAISAL ASSOCIATES AND WILLIAMS & ASSOCIATES TO CONDUCT APPRAISALS ON PROPERTIES APPROVED FOR PURCHASE THROUGH THE INGHAM COUNTY FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

WHEREAS, the Ingham County Board of Commissioners adopted the Ingham County Farmland Purchase of Development Rights Ordinance in July 2004; and

WHEREAS, the Ingham County Farmland Purchase of Development Rights Ordinance authorized the establishment of the Ingham County Farmland and Open Space Preservation Board to oversee the Farmland Preservation Program; and

WHEREAS, the voters of Ingham County approved a special millage for Farmland and Open Space Preservation in August 2008; and

WHEREAS, the Federal Farm and Ranch Land Protection Program requires appraisals to be conducted on approved farms; and

WHEREAS, the Purchasing Department sought proposals from experienced State Certified Real Property Appraisers, and after review and evaluation, the Evaluation Team is recommending that two (2) three-year contracts be awarded to Yankee Appraisal Associates and Williams & Associates, who were determined to be the most qualified candidates; and

WHEREAS, the appraisals completed under these contracts will comply with the Uniform Standards of Professional Appraisal Practice, Uniform Appraisal Standards for Federal Land Acquisitions and appraisal instructions as issued from Natural Resources Conservative Services.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes two (2) three-year contracts, one with Yankee Appraisal Associates and one with Williams & Associates, for the purpose of conducting appraisals on properties approved for purchase through the Ingham County Farmland and Open Space Preservation Program.

BE IT FURTHER RESOLVED, that the cost per appraisal conducted by Yankee Appraisal will be \$2,500 for all three years; and the cost per appraisal conducted by Williams & Associates will be \$2,500 for year 1, \$2,600 for year 2, and \$2,700 for year 3.

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

DATE: May 2, 2011

TO: County Services and Finance Committees

FROM: Willis Bennett, Director

RE: Resolution Authorizing a Return to the General Fund of Previously Approved Trail Budget Funding and a Budget Adjustment to the 2010 Lake Lansing Park-North Land Acquisition Project

This resolution authorizes a budget adjustment returning \$292,230 to the General Fund. These monies represent a portion of \$300,000 in funds that were approved in the 2006 and 2007 Capital Improvement Budgets for a segment of the Heart of Michigan Trail between Park Lake Road and Michigan State University. Easements along this trail segment have proved difficult to procure and it is anticipated project expenses will exceed the 2006 proposed budget. Additional County funding for the Park Lake Road trail segment is unlikely in the foreseeable future and Parks Department staff is recommending these funds be returned to the General Fund.

In October of 2010 the Lake Lansing Park-North land purchase was completed with an \$11,830.77 budget shortfall due to errors and omissions and additional appropriation needs. In addition, following the property closing the County received unanticipated tax bills in the amount of \$9,732.35. These tax bills were paid by the Friends of Ingham County Parks in an effort to avoid late payment penalties.

In addition to the return of \$292,230 to the General Fund, this resolution approves the transfer of 21,563.12 of the returned trail funds to line item 450-75250-973900-57000 to cover the Lake Lansing Park-North Land Acquisition project shortage and reimburse the Friends of Ingham County Parks for the payment of the tax bills.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING A RETURN TO THE GENERAL FUND OF PREVIOUSLY APPROVED TRAIL BUDGET FUNDING AND A BUDGET ADJUSTMENT TO THE 2010 LAKE LANSING PARK–NORTH LAND ACQUISITION PROJECT

WHEREAS, in the 2006 and 2007 Capital Improvement Budgets a total of \$300,000 was approved for a segment of the Heart of Michigan Trail between Park Lake Road and Michigan State Michigan University; and

WHEREAS, the balance of these funds is \$292,230; and

WHEREAS, easements along this trail segment have proven difficult to procure and it is anticipated project expenses will exceed the 2006 proposed budget; and

WHEREAS, additional County funding for the Park Lake Road trail segment is unlikely in the foreseeable future; and

WHEREAS, Department staff is recommending these funds be returned to the General Fund; and

WHEREAS, in October of 2010 the Lake Lansing Park–North land purchase was completed with a \$11,830.77 budget shortfall due to errors and omissions, and additional appropriation needs; and

WHEREAS, following the property closing the County received unanticipated tax bills in the amount of an additional \$9,732.35; and

WHEREAS, these tax bills were paid by the Friends of Ingham County Parks in an effort to avoid late payment penalties; and

WHEREAS, the Parks & Recreation Commission showed their support for this resolution with the passage of a resolution at their April meeting.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes \$21,563.12 of the lapsed trail funds be transferred to line item 450-75250-973900-57000 to cover the Lake Lansing Park-North Acquisition project shortage and reimburse the Friends of Ingham County Parks for payment of the tax bills.

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the remaining balance of these budget requests for trail funding approved in the 2006 and 2007 Capital Improvement Budgets for the Heart of Michigan Trail in the amount of \$270,667 be returned to the General Fund.

DATE: May 2, 2011

TO: County Services and Finance Committees

FROM: Willis Bennett, Director

RE: Resolution Authorizing a Return to the General Fund of Previously Approved Trail Budget Funding and Request for Funds to Construct a Snow Board Hill at Hawk Island

This resolution authorizes a budget adjustment returning \$62,500 to the General Fund. These monies were approved for the Heart of Michigan trail funding in the 2008 Capital Improvement Budget. Delhi Township opted to become the project leader on the Jolly Road to Hope Soccer Complex trail segment and an alternative route was plotted for this segment which did not include the use of Ingham County funds as a part of the alternate route project budget.

In March a representative of Landscape Architects and Planners, a member of the community Pete Boscheff, and George Leichtweis of Modern Skate & Surf, approached the Parks & Recreation Commission with a proposal to incorporate a snowboard hill that would meet the current trends associated with this winter sport in conjunction with the current snow tubing hill being constructed. It has been determined a beginner, intermediate, and advanced snow board run with a tow rope system could be incorporated into the snow tubing hill for approximately \$35,000. The addition of a CATA bus stop within Hawk Island this year ensures the snow tubing and a snow board hills would be very accessible to the residents of Lansing and Ingham County. It is anticipated donations for such "tricks" as such as grind rails, fun boxes, flat rails, round rails, and hips would be sought and not included in the cost of construction. This proposal has the support of the Parks & Recreation Commission.

It is expected the costs of construction could be recouped as this would be a revenue generating activity. Both the snowboard hill and snow tubing hill could be open most of the winter season as snowmaking equipment will be used to manufacture snow.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING A RETURN TO THE GENERAL FUND OF PREVIOUSLY APPROVED TRAIL BUDGET FUNDING AND REQUEST FOR FUNDS TO CONSTRUCT A SNOW BOARD HILL AT HAWK ISLAND PARK

WHEREAS, in the 2008 Capital Improvement Budget \$62,500 was approved for a segment of the Heart of Michigan Trail between Jolly Road and Hope Soccer Complex; and

WHEREAS, Delhi Township opted to become the project leader on Jolly Road to the Hope Soccer Complex trail segment and an alternative route was plotted for this segment of the Heart of Michigan Trail which did not include the use of Ingham County funds as part of the alternative route project budget; and

WHEREAS, Department staff is recommending these funds be returned to the General Fund; and

WHEREAS, the Ingham County Parks & Recreation Commission was approached by Landscape Architects and Planners with the concept of a snowboard hill that could be incorporated into the side of the Snow Tube Hill currently being constructed for an approximate cost of \$35,000; and

WHEREAS, a snow board hill in this urban area would provide a unique revenue generating recreational activity that could be accessed by the public via the CATA bus system; and

WHEREAS, the Parks & Recreation Commission supported this concept with the passage of a resolution at their April meeting.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes the transfer of \$35,000 from the Heart of Michigan Trail for the construction of a Snow Board Hill at Hawk Island.

BE IT FURTHER RESOLVED, that the remaining \$27,500 from the Heart of Michigan Trail Project be returned to the General Fund.

Agenda Item 8c

DATE: May 5, 2011
TO: County Services and Finance Committees
FROM: Willis Bennett, Director
RE: Resolution Authorizing the Establishment of User Fees for the Disc Golf Course at Burchfield Park for 2011

A Disc Golf Course has been developed and built at Burchfield County Park utilizing funds from the approved Capital Improvement Budget of the Parks Department enterprise fund. The facility is scheduled to open in June of 2011. This is meant to be a revenue generating endeavor and disc golf user fees will be used to offset operational costs.

This resolution establishes the 2011 disc golf user fee of \$4.00 per day for adults over 12 and an annual pass in the amount of \$40.00 per year.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING THE ESTABLISHMENT OF USER FEES FOR THE
DISC GOLF COURSE AT BURCHFIELD PARK FOR 2011**

WHEREAS, a Disc Golf Course has been developed and built at Burchfield County Park utilizing funds from the approved Capital Improvement Budget of the Parks Department enterprise fund; and

WHEREAS, this facility is scheduled to open in June of 2011 and disc golf user fees will offset operational costs.

THEREFORE BE IT RESOLVED, the Board of Commissioners authorizes the establishment of a 2011 Disc Golf user fee of \$4.00 per day for adults over 12 and an annual pass in the amount of \$40.00 per year.

Agenda Item 9

TO: County Services and Finance Committees
FROM: Jill Rhode, Director of Financial Services
RE: Deferred Compensation (Section 457) Plan Amendment
DATE: April 20, 2011

The IRS code Section 457 allows employees to save for retirement by setting aside money on a on a pre-tax basis. The employer is required to have a formal plan in place. The County has had a plan in place for many years.

These plans should be reviewed periodically to determine that they are in full compliance with all Federal and State regulations. We recently determined it was time to review and revise our existing plan.

Attached is a revised Deferred Compensation plan prepared by Fraser, Trebilcock, Davis & Dunlap. Also attached is a resolution adopting this amended and restated plan.

This is just a revision and formalization to our existing plan to insure it is in compliance with all current IRS requirements. There are no material changes to this plan or to the options allowed our employees.

If you have questions or wish to discuss, please contact me.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION FOR AN AMENDMENT AND RESTATEMENT OF
INGHAM COUNTY'S DEFERRED COMPENSATION PLAN**

WHEREAS, the County Administration has determined that the County's Deferred Compensation Plan needs to be revised and updated.

THEREFORE BE IT RESOLVED, that the attached Amended and Restated Ingham County Deferred Compensation Plan, an eligible plan under Code Section 457(b), is adopted in the form presented, effective as of the dates set forth therein.

BE IT FURTHER RESOLVED, that the action of the Controller/Administrator necessary for the adoption of the Plan on behalf of Ingham County is hereby affirmed and ratified.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to take further action on behalf of Ingham County that are necessary to execute any future amendments to or restatement of the Plan and that such amendment or restatement will be adopted by Ingham County without need for further Resolution or Board of Commissioners approval. This delegation of authority is limited to technical amendments to the Plan to keep it in compliance with applicable laws and other minor amendments that do not affect the substantive rights of current Plan participants.

AMENDED AND RESTATED INGHAM COUNTY

DEFERRED COMPENSATION PLAN

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Article 1

Establishment of the Plan

1.1 **Establishment of the Plan.** The eligible deferred compensation Plan established by the Employer for the Participants pursuant to Code section 457(b) is hereby restated.

1.2 **Purpose of the Plan.** The purpose of this Plan is to attract and retain Eligible Employees by allowing them to designate a portion of their respective Compensation to be deferred each month and invested by the Employer in a manner which each Employee shall determine for himself or herself in accordance with the investment options made available by the Administrator. A Participant's Account shall not be paid (or otherwise made available) to the Participant except as a Retirement Distribution (including a transfer described in Section 7.14) or a Death Benefit Distribution, or as a Hardship Distribution (all as defined and provided below).

1.3 **No Right Other Than Provided by Plan.** The establishment of the Plan and the purchase or retention of any Investment Contract(s) or other investments under the Plan shall not be construed as giving to any Participant or Beneficiary or any other person any legal or equitable right against the Employer or its representatives, except as expressly provided by the Plan.

1.4 **Plan is Binding.** This Plan, and all acts and decisions taken under it, shall be binding and conclusive, for all purposes, upon all interested persons, and upon the heirs, executors, administrators, and successors of any and all such persons.

1.5 **Effective Date.** This amendment and restatement of the Plan shall be effective as of January 1, 2011, except as otherwise specifically provided.

Article 2

Definitions

Whenever used in the Plan, the following terms shall have the respective meanings as set forth below:

2.1 "**Account**" means the bookkeeping account maintained under the Plan for each Participant. A Participant's Account shall at all times reflect the amount of the Participant's Deferred Compensation, any income or loss attributable to the investment of the Participant's Account, any amounts transferred or accepted as a transfer under Section 7.14, any distributions to the Participant, and any fees or expenses charged against the Participant's Account. The value of the Participant's Account is the value of the applicable sub-account(s) under the Investment Contract(s). The Participant shall receive periodic Account reports in the form prescribed by the Administrator. A Participant is at all times 100 percent vested in his or her Account.

2.2 "**Administrator**" means the Ingham County Deferred Compensation Plan Committee (the "Committee") or another person, people or corporation designated by the Board to administer the Plan in accordance with Article 3. The Committee shall consist of the Ingham County Human Resources Director, the Ingham County Controller and the Ingham County Financial Services Director. The Committee shall elect a Chairperson and a Vice-Chairperson at the first meeting of each calendar year.

2.3 "**Beneficiary**" means the natural person(s) or legal entity(ies) designated by the Participant to receive any undistributed portion of the Participant's Account payable upon or after the Participant's death (the "primary" Beneficiary(ies)), or upon or after the Beneficiary's death (the "contingent" Beneficiary(ies)). If the Participant designates more than one Beneficiary for either a "primary" or "contingent" status, all Beneficiaries of that status shall have equal shares, unless the Participant specifies otherwise.

If no valid Beneficiary designation has been made or the designee has predeceased the Participant, the Participant is deemed to have designated the following as the Participant's Beneficiary(ies) and contingent Beneficiary(ies), with priority in the order named:

- (a) The Participant's spouse.
- (b) The Participant's descendants by right of representation.
- (c) The Participant's estate.

2.4 "**Board**" means Ingham County's governing body according to law and its governing documents.

2.5 "**Code**" means the Internal Revenue Code of 1986, as amended. Any reference to Regulations is a reference to Treasury department regulations under the Code, unless otherwise specified. Any reference to a Section of the Code or Regulations shall be construed to include a reference to the corresponding provision of any successor law.

2.6 "**Compensation**" means the Employee's total wages from the Employer for services performed that would otherwise be payable to the Employee in the absence of any agreement to defer compensation under the Plan, or under any other deferred compensation plan or arrangement of any kind.

2.7 "**Contributions**" means voluntary Participant contributions to the Plan made pursuant to a Participant's Participation Agreement. Contributions under the Plan shall not be reduced on account of a Participant's attainment of any age.

- 2.8 **"Death Benefit Distribution"** means any distribution that does not begin before the death of the Participant.
- 2.9 **"Deferred Compensation"** means the amount of Contributions made to the Plan with respect to a Participant.
- 2.10 **"Eligible Employee"** means an Employee of Employer.
- 2.11 **"Eligible Retirement Plan"** means an eligible retirement plan, as defined in Code section 402(c)(8)(B).
- 2.12 **"Eligible Rollover Distribution"** means an eligible rollover distribution, as defined in Code section 402(c)(4), including an eligible rollover distribution to a surviving spouse under Code section 402(c)(9).
- 2.13 **"Employee"** means any common law employee of the Employer.
- 2.14 **"Employer"** means Ingham County, which is an "eligible employer" within the meaning of Code section 457(e)(1)(A). Employer also includes Ingham County Medical Care Facility.
- 2.15 **"Excess Deferral"** means any Deferred Compensation with respect to a Participant for a taxable year that exceeds the limitations on contributions set forth in Article 5.
- 2.16 **"Hardship Distribution"** means a distribution under Section 7.7 below.
- 2.17 **"Includible Compensation"** means compensation for service performed for the Employer, and it shall have the meaning given to the term "participant's compensation" by Code section 415(c)(3). Includible Compensation shall include elective contributions made by the Employer on behalf of a Participant that are not includible in gross income under Code sections 125, 132(f), 402(g)(3), and 457.
- 2.18 **"Investment Contract"** means any annuity contract, trust, or custodial account holding regulated investment company stock, established in accordance with Code section 457(g), in which the assets of the Plan are held for investment purposes. The provisions of the Investment Contracts are set forth in contracts and described in prospectuses provided by the issuers of the Investment Contracts, and those provisions (to the extent not inconsistent with the provisions of the Plan) are incorporated by reference (only to the extent necessary to apply the provisions of the Plan).
- 2.19 **"Normal Retirement Age"** means the age at which the Participant has the right to retire without the consent of the Employer and to immediately receive unreduced normal retirement benefits under the Employer's basic retirement plan and that is not later than age 70½.
- 2.20 **"Participant"** means an Eligible Employee or former Eligible Employee who has Deferred Compensation under the Plan and who has not yet received all of the payments to which he or she is entitled under the Plan. An Eligible Employee becomes a Participant by entering into a Participation Agreement.
- 2.21 **"Participation Agreement"** means the agreement (in the form prescribed by the Administrator), as amended from time to time, entered into between the Employer and the Participant under which the Participant elects to participate in the Plan. If the Participant elects to make voluntary Participant Contributions, the Participation Agreement shall reflect the agreement of the Participant and the Employer to defer amounts of the Participant's Compensation according to the provisions of the Plan. A Participation Agreement shall indicate the amount or percentage of the Participant's Compensation that is to be deferred.

2.22 **"Payout Option"** means, except as limited below, any of the annuity options or income options or settlement options or other options for payment that are available under the applicable Investment Contract(s) held under the Plan, or that may otherwise be made available by the Administrator on a non-discriminatory basis. The Administrator shall not permit the use of any payout option that is based on gender-distinct actuarial tables or that otherwise unlawfully discriminates against any person. The Administrator shall not permit the Participant or Beneficiary to elect any Payout Option that (at the time the distribution begins) does not satisfy the provisions of the Plan, including the applicable requirements of Code section 401(a)(9).

2.23 **"Plan"** means this Plan, the Ingham County Deferred Compensation Plan.

2.24 **"Regulation"** means the Income Tax Regulations as promulgated by the Secretary of the Treasury or a delegate of the Secretary of the Treasury, as amended from time to time.

2.25 **"Retirement Distribution"** means any distribution other than a Hardship Distribution that begins before the death of the Participant.

2.26 **"Spouse"** or **"surviving Spouse"** means the Spouse or surviving Spouse of the Participant.

2.27 **"Year"** means the calendar year. For the purposes of administering the Plan, the Administrator shall be entitled to rely on the assumption that a Participant's taxable year is the calendar year, unless the Participant gives written notice specifying his or her taxable year.

Article 3

Administration

3.1 **Discretionary Powers and Authority of Administrator.** The Administrator shall interpret and construe the provisions of the Plan, decide any disputes which may arise relative to the rights of Employees, past and present, and their Beneficiaries, under the terms of the Plan, give instructions and directions with respect to the Investment Contract(s), as necessary, prescribe procedures to be followed by Participants or Beneficiaries filing applications for benefits and, in general, direct the administration of the Plan. Any person affected by the Plan may consult with the Administrator on any matters relating to the Plan. The Administrator shall have any and all power and authority (including discretion with respect to the exercise of that power and authority) which are necessary or convenient to enable it to carry out its duties under the Plan. By way of illustration and not limitation, the Administrator has the power and authority to

(a) make rules and regulations with respect to the administration of the Plan that are not inconsistent with the Plan, the Code and, if applicable, ERISA;

(b) determine all questions that may arise as to the eligibility, benefits, status and rights of any person claiming benefits under the Plan; and

(c) subject to and consistent with the Code and, if applicable, ERISA, construe and interpret the Plan and correct any defect, supply any omissions or reconcile any inconsistencies in the Plan.

3.2 **Records.** The Administrator shall keep records containing all relevant data pertaining to the administration of the Plan.

3.3 **Assurance of Receipt of Benefits.** The Administrator shall take all necessary action to ensure that Participants receive the benefits to which they are entitled under the Plan.

3.4 **Conflict of Interest.** The Administrator may not decide any matter relating solely to the Administrator's rights or benefits under the Plan; these decisions shall be made by an individual appointed by the Board.

3.5 **Exercise of Discretion on Uniform Basis.** In those instances where the Administrator is granted discretion in making its determinations, and the decision of the Administrator affects the benefits, rights or privileges of Participants, such discretion shall be exercised uniformly so that all Participants similarly situated are similarly treated.

3.6 **Employment of Agents.** The Administrator has the right to employ agents and advisors to assist the Administrator in the performance of its duties, and it has the right to delegate administrative duties to such agents.

3.7 **Reliance Upon Information and Advice.** The Administrator may rely upon the written information, opinions or certificates supplied by any agent, counsel, actuary, investment manager, physician or fiduciary.

3.8 **Compensation of Administrator.** The Administrator, if it is not an Employee of Employer, shall be paid a reasonable compensation for its services on behalf of the Plan, as may be agreed upon from time to time by the Employer and the Administrator.

3.9 **Reimbursement for Expenses.** Any expense properly incurred by the Administrator shall be reimbursed or otherwise paid in full from the Plan to the extent such expense is not reimbursed or otherwise paid by the Employer.

3.10 **Liability Limitations.** The Administrator is not liable or responsible for the acts of commission or omission of another fiduciary, unless:

(a) the Administrator knowingly participated or knowingly attempted to conceal the act or omission of another fiduciary and the Administrator knew the act or omission was a breach of fiduciary responsibility by the other fiduciary,

(b) the Administrator had knowledge of a breach by the other fiduciary and did not make reasonable efforts to remedy the breach, or

(c) the Administrator's breach of the Administrator's fiduciary responsibility permitted the other fiduciary to commit a breach.

3.11 **Resignation of Administrator.** The Administrator may resign by giving written notice to the Employer not less than 30 days before the effective date of the resignation.

3.12 **Removal of Administrator; Filling Vacancy.** The Administrator may be removed at any time, without cause, by the Board. In such case, the Board shall fill the vacancy as soon as reasonably possible after the vacancy occurs. Until a new Administrator is appointed, the Board has full authority to act as the Administrator.

3.13 **Allocation and Delegation of Responsibilities.** If more than one person is appointed as Administrator, the responsibilities of each Administrator may be specified by the Board and accepted in writing by each Administrator. In the event that no such delegation is made by the Board, the Administrators may allocate the responsibilities among themselves, in which event the Administrators shall notify the Board and the issuer of an Investment Contract in writing of such action and specify the responsibilities of each Administrator. The issuer of an Investment Contract thereafter may accept and rely upon any documents executed by the appropriate Administrator until such time as the Board or the Administrators file with the issuer of an Investment Contract a written revocation of such designation.

3.14 **Majority Actions.** Except where there has been an allocation and delegation of administrative authority pursuant to Section 3.13, if there is more than one Administrator, they shall act by a majority of their number, but they may authorize one or more of them to sign all papers on their behalf.

Article 4

Voluntary Participant Contributions

4.1 **Enrollment for Voluntary Participant Contributions.** An Employee may elect to make voluntary Participant Contributions to the Plan by entering into a Participation Agreement. The amount of voluntary Participant Contributions provided for under a Participation Agreement may not be less than the minimum amount, if any, required under the Investment Contract(s) in which the Participant's Account is invested, and they may not exceed the limits on Contributions set forth in Article 5 below.

4.2 **Deferral Date.** Voluntary Participant Contributions may be made to the Plan for any calendar month only if a Participation Agreement providing for the Contributions has been entered into before the first day of the month. In the case of a new Employee, voluntary Participant Contributions may be made for the calendar month during which the Employee was hired if a Participation Agreement providing for the Contributions is entered into before the date on which the Employee becomes an Employee.

4.3 **Amendment of Participation Agreement.** A Participant Agreement shall remain in effect until modified in writing by the Participant. Subject to the requirements of Section 4.2 and this Section, a Participant may at any time amend his or her Participation Agreement to change the amount of his or her voluntary Participant Contributions, his or her investment designation, and his or her designated Beneficiary. An amendment to a Participation Agreement shall not become effective prior to the date on which it is received by the Administrator. A change in the amount of voluntary Participant Contributions shall take effect as of the next month. A change in investment designation shall take effect at the times uniformly applied by the Administrator and according to the provisions of the Investment Contract(s). A change in a Beneficiary designation shall become effective upon receipt by the Administrator.

4.4 **Leave of Absence.** Unless a Participant's Participation Agreement is otherwise amended, if the Participant is absent from work due to a leave of absence, voluntary Participant Contributions shall continue under the Plan with respect to the Participant to the extent that his or her Compensation continues. If the Participant does not have Compensation during the leave of absence, his or her voluntary Participant Contributions shall resume when the Participant returns to work.

Article 5

Limitations on Contributions

5.1 **Maximum Amount of Contributions.** Except as provided in Sections 5.2 and 5.3 below, the maximum amount of Contributions with respect to a Participant for any taxable year shall not exceed the lesser of:

- (a) the Applicable Dollar Amount, as defined in Code section 457(e)(15)(A) and as adjusted for cost-of-living in accordance with Code section 457(e)(15)(B) (the “Applicable Dollar Amount”); or
- (b) 100% of the Participant's Includible Compensation.

5.2 **Special Catch-Up.** Notwithstanding Section 5.1, for one or more of the Participant's last three taxable years of employment with the Employer ending before the Participant attains Normal Retirement Age, the ceiling set forth in Section 5.1 shall be the lesser of:

- (a) twice the Applicable Dollar Amount in effect under Section 5.1(a) above; or
- (b) the sum of the Plan ceiling established for purposes of Section 5.1 for the taxable year (determined without regard to this Section), plus so much of the Plan ceiling established for purposes of Section 5.1 for taxable years before the taxable year in question as has not previously been used under Section 5.1 (the “Underutilized Amount”). A prior taxable year shall be taken into account under this subsection (b) only if:
 - (1) it begins after December 31, 1978,
 - (2) the Participant was eligible to participate in the Plan during all or any portion of the taxable year, and
 - (3) compensation deferred (if any) under the Plan during the taxable year was subject to a plan ceiling established under Regulation section 1.457-2(e)(1).

The provisions of this Section 5.2 may not be utilized by the same Participant more than once, whether or not they are used in less than all of the three taxable years ending before the Participant attains Normal Retirement Age and whether or not the Participant rejoins the Plan or participates in another eligible plan after retirement.

In determining a Participant’s Underutilized Amount, the Plan shall take into consideration:

(i) Prior to 2002, if a Participant made deferrals to the Plan and deferrals to any other Code section 457(b) plan, salary reduction contributions made to Code section 401(k) plans, Code section 403(b) plans, Code section 402(h)(1) simplified employee pension (SARSEP) plans, Code section 408(p) simple retirement accounts, and amounts deferred under any plan for which a deduction is allowed because of a contribution to an organization described in Code section 501(c)(18), such deferrals to the other plans will be taken into account in determining a Participant’s Underutilized Amount under Code Section 457(b)(2). In addition, Includible Compensation shall be limited to the limitation in effect in the calendar year in which the deferrals were made. If such deferrals cumulatively exceed the then-applicable dollar amount in Code section 457(b)(2) in the year that such amounts were deferred, then there will be no Underutilized Amount for that year.

(ii) To the extent that the Employer did not maintain a Code section 457(b) plan, no underutilized limitation is available to a Participant for that prior year.

(iii) After 2001, only deferrals to Code section 457(b) plans will be taken into account for the purposes of determining the Underutilized Amount.

5.3 **Age 50 Catch-Up Contributions.** The Applicable Dollar Amount described in Section 5.1 (a) is increased for a Participant who has attained age 50 or more by the end of the taxable year. The additional amount permitted by this Section is the applicable dollar amount set forth in Code section 414(v)(2)(B). This Section shall not be applicable for any taxable year in which Section 5.2 applies.

5.4 **Relationship to Other Plans.** An individual may participate in more than one Code section 457(b) plan. If an individual participates in two or more plans, any amount deferred under one plan reduces the amount that may be deferred under another, so that the total amount deferred under all such plans does not exceed the amount which could be deferred under a single plan. If an individual participates in two or more Code section 457(b) plans maintained by different employers, the maximum amount excludable from the gross income of the participant for a taxable year on account of amounts deferred under each plan cannot exceed the Applicable Dollar Amount, except to the extent that the catch-up limitation permitted under Section 5.2 or Section 5.3 applies. Determinations under this Article 5 involving multiple eligible plans will be made in accordance with the Regulations under Code section 457.

5.5 **Distribution of Excess Deferrals.** Any Excess Deferral with respect to a Participant for a taxable year resulting from this Plan's failure to apply the limitations of this Article 5 will be distributed to the Participant, with allocable net income, as soon as practicable after the Plan determines that the amount is an Excess Deferral.

Article 6

Investments

6.1 **Investment of Plan Assets.** Deferred Compensation and Eligible Rollover Distribution amounts shall be deposited in the Investment Contract(s) and shall be invested thereunder in such manner as directed by the Participant or Beneficiary to whose account such amount is credited. The Administrator or its designee shall furnish to Participants and Beneficiaries a written description of the investment choices made available under the Investment Contract(s) and instructions concerning how they may direct the investment of their Accounts among the investment choices provided. Participants and Beneficiaries may change their investment directions in such manner and at such times as announced by the Administrator or its designee. If a Participant or Beneficiary fails to provide proper investment directions for his or her Account, the Administrator may, but shall not be required to, direct the investment of such Account.

6.2 **Adjustments to Accounts.** All interest, dividends, charges for premiums and administrative expenses, and changes in value due to market fluctuations applicable to each Account shall be credited or debited to the Account as they occur or such other reasonable times determined by the Administrator.

6.3 **Plan Assets Held for Exclusive Benefit of Participants.** All assets of the Plan, including all Deferred Compensation and Eligible Rollover Distribution Amounts, property and rights purchased with such amounts, and all income attributable to such amounts, property or rights, shall (until made available to the Participant or Beneficiary) be held in a trust, custodial account or annuity contract described in Code section 457(g) for the exclusive benefit of Participants and their Beneficiaries.

Article 7

Distribution of Accounts

7.1 **Payment of Deferred Compensation.** Upon a Participant's severance from employment with Employer or death, the Participant's Account shall be payable as a Retirement Distribution (Sections 7.2 through 7.4, below) or as a Death Benefit Distribution (Sections 7.5 through 7.6, below), subject to the provisions of the Plan. In addition to any other provisions of the Plan, any Retirement Distribution or Death Benefit Distribution shall conform to the applicable requirements of Code sections 457(d)(2) and 401(a)(9) and the Regulations issued thereunder.

7.2 **Retirement Distribution.** Upon a Participant's severance from employment with Employer, the Participant shall be entitled to receive his or her Account under any Payout Option, including a single sum distribution, that satisfies the provisions of the Plan. Subject to Section 7.3 below, a Retirement Distribution shall commence as of the date elected by the Participant. Any irrevocable election of a benefit commencement date made by a Participant or Beneficiary prior to January 1, 2002 and defaulted distributions (other than a defaulted distribution to an annuity option) may be voided at the election of the Participant or Beneficiary.

7.3 **Required Beginning Date.** Consistent with the requirements of Code section 401(a)(9)(C), a Retirement Distribution shall begin not later than April 1 of the Year following the Year during which the Participant attains age 70½, or following the Year during which the Participant has a severance from employment with Employer, whichever occurs later (or the other date required or any other date permitted by Regulations under Code section 401(a)(9)).

7.4 **Required Distribution Amounts.** Any Retirement Distribution shall be made according to a Payout Option that provides, according to Regulations under Code section 401(a)(9) that:

(a) the entire Account will be distributed over the lives or over a period not extending beyond the life expectancy of the Participant and his or her designated Beneficiary, and

(b) the amounts payable with respect to the Participant will be paid at times which are not later than the times required by Code section 401(a)(9)(G) (relating to incidental death benefits).

7.5 **Death Benefit Distribution.** Upon the Participant's death before a distribution has begun under Section 7.2 above (or upon the "primary" Beneficiary's death before a distribution to him or her has begun), each Beneficiary shall be entitled to receive his or her separate account under the Participant's Account under any Payout Option that satisfies the provisions of the Plan. Subject to Section 7.6 below, a Death Benefit Distribution shall commence as of the date elected by the Beneficiary.

7.6 **Required Beginning Date and Distribution Amounts.** Any Death Benefit Distribution shall satisfy the applicable requirements provided below:

(a) *If the Beneficiary is the surviving Spouse*, the distribution shall begin not later than the last day of the Year after the Year in which the Participant would have attained age 70½ (or any later date that may be permitted by Regulations under Code section 401(a)(9)), and the entire Account shall be distributed, in accordance with Regulations under Code section 401(a)(9), over the life or over a period not extending beyond the life expectancy of the Spouse.

(b) *If the Beneficiary is not the surviving Spouse*, the distribution shall begin not later than the last day of the Year after the Year in which the Participant's death occurs (or any later date that is permitted by Regulations under Code section 401(a)(9)), and the entire Account shall be distributed, in

accordance with Regulations under Code section 401(a)(9), over a period not extending beyond the life expectancy of the Beneficiary.

7.7 **Hardship Distribution.** If the Participant is faced before his or her severance from employment with Employer with an unforeseeable emergency that is approved by the Administrator as meeting the requirements of Section 7.8 below, the Participant shall be entitled to receive a distribution (as a cash lump sum) of the amount determined by the Administrator to be the amount that is reasonably needed to satisfy the emergency need.

7.8 **Definition of Unforeseeable Emergency.** An unforeseeable emergency means a severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or of a dependent of the Participant (as defined by Code section 152(a)), loss of the Participant's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. The need to send the Participant's child to college or the desire to purchase a home shall not be considered an unforeseeable emergency. The determination as to whether an unforeseeable emergency exists shall be based on the facts of each individual case.

A Hardship Distribution shall not be paid to the extent that the financial hardship is or may be relieved through reimbursement or compensation by insurance or otherwise, by borrowing from commercial sources on reasonable commercial terms to the extent that this borrowing would not itself cause a severe financial hardship, by cessation of deferrals under the Plan, or by liquidation of the Participant's other assets (including the assets of the Participant's Spouse and minor children that are reasonably available to the Participant) to the extent that this liquidation would not itself cause severe financial hardship.

7.9 **Life Expectancy.** Any determination of life expectancy for the purposes of the Plan shall be made by using the unisex tables specified in Regulations under Code sections 401(a)(9).

7.10 **Distribution to Minor or Incompetent Beneficiary.** If a distribution is to be made to a minor Beneficiary or to a Beneficiary that the Administrator finds to be unable to care for his or her affairs, the Administrator, in its sole discretion, may direct (if no claim has been made by a duly appointed representative) that any payment(s) be made to the legal guardian of the Beneficiary, or if none, to a parent of the Beneficiary or a responsible adult with whom the Beneficiary maintains his or her residence, or to the custodian for the Beneficiary under the State Gift to Minors Act, or to any person determined by the Administrator to be a proper recipient for the Beneficiary. This payment(s) shall be in full satisfaction of all claims.

7.11 **Inability to Locate Payee.** If a distribution under the Plan cannot be paid because the payee cannot be located, the Administrator shall delay payment for the time provided by the State Unclaimed Property Law and upon the expiration of that time shall pay over any amount as directed by the law.

7.12 **Dispute as to Proper Payee.** If a dispute arises as to the proper payee of any payment(s), the Administrator, in its sole discretion, may withhold or cause to be withheld any payment(s) until the dispute is finally determined by a court of competent jurisdiction or is settled by all the parties concerned.

7.13 **Small Balance Distributions.** Upon proper written request to the Administrator, a Participant may elect to receive a small balance distribution, payable in a lump sum, if the value of the Participant's Account is \$5,000.00 or less, and the Participant has not deferred any amount to the Plan for a period of two years prior to the distribution. A Participant may take a small balance distribution under this Section only once while a Participant in the Plan.

7.14 **Plans Transfers and Eligible Rollover Distributions.**

(a) If a Participant terminates employment with Employer and accepts employment with another employer which maintains an eligible deferred compensation plan (as defined in Code Section 457(b)) and the new employer's plan accepts transfers, the Participant may transfer his or her Account from the Plan to the plan maintained by the new employer.

(b) If Employer offers an eligible deferred compensation plan (as defined in Code Section 457(b)) other than this Plan and such other plan accepts transfers, the Participant may transfer his or her Account from this Plan to the other Plan. The Participant's election to make such a transfer shall be filed with the Administrator.

(c) Transfers from other eligible deferred compensation plans (as defined in Code Section 457(b)) to this Plan will be accepted at the Participant's request, if such transfers are in cash or non-annuity products currently offered under the Plan. Any such transferred amount shall not be subject to the limitations of Article 5, provided however, that the actual amount deferred during the calendar year under both plans shall be taken into account in calculating the deferral limitation for that taxable year. For purposes of determining the limitations set forth in Section 5.2, years of eligibility to participate in the prior plan and deferrals under that plan shall be taken into account.

(d) The Plan may receive an Eligible Rollover Distribution on behalf of a Participant from an Eligible Retirement Plan provided the Participant demonstrates to the Administrator's satisfaction that the amount is a qualifying Eligible Rollover Distribution under Code Sections 402(c)(4), 403(a)(4), or 408(d)(3).

(e) Subject to Section 7.3 above, a Participant may elect at the time and in the manner prescribed the Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Participant, provided the Participant presents to the satisfaction of the Administrator a letter of acceptance or other written acknowledgment from the accepting plan that it is an Eligible Retirement Plan qualified to accept the Eligible Rollover Distribution. For distributions made on or after January 1, 2008, a Participant may elect to roll over directly an Eligible Rollover Distribution to a Roth IRA described in Code Section 408A(b).

(f) A Participant may use all or any portion of his or her Account as a direct trustee-to-trustee transfer to a Retirement System to purchase permissive service credit or for the repayment of service credits, provided that (1) the Retirement System permits such a transfer, and (2) the Participant demonstrates to the Administrator's satisfaction that the transfer is to a defined benefit governmental plan (as defined in Code Section 414(d)) and the transfer is permissible for the purchase of service credit (as defined in Code Section 415(n)(3)(a)) or for the repayment of service credits permissible by Code Section 415(k)(3).

(g) For distributions on or after January 1, 2010, a non-spouse beneficiary who is a "designated beneficiary" under Code Section 401(a)(9)(E) and the Regulations thereunder, by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution to an individual retirement account the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution must otherwise satisfy the definition of an Eligible Rollover Distribution. If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover. If the Participant's named beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code Section 401(a)(9)(E). A non-spouse beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Regulations and other IRS guidance. If the Participant dies before his or her required beginning date and the non-spouse beneficiary rolls over to an IRA the maximum amount eligible for rollover, the beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Regulation Section 1.401(a)(9)-3, A-4(c), in

determining the required minimum distributions from the IRA that receives the non-spouse beneficiary's distribution.

7.15 **Loans to Participants.**

(a) The trustee, custodian or issuer of an annuity contract holding legal title to the assets of the Plan may make loans to Participants and Beneficiaries under the following circumstances: (1) loans shall be made available to all Participants and Beneficiaries on a reasonably equivalent basis; (2) loans shall bear a reasonable rate of interest; (3) loans shall be adequately secured; (4) loans shall provide for periodic repayment over a reasonable period of time; (5) the minimum loan amount, if any, shall be specified in the participant loan program referenced in Subsection (d) below; and (6) no loan shall be made to a Participant or Beneficiary who has an outstanding loan from the Plan at the time.

(b) Loans made pursuant to this Section (when added to the outstanding balance of all other loans made by the Plan to the Participant) may, in accordance with a uniform and nondiscriminatory policy established by the Administrator, be limited to the lesser of:

(1) \$50,000 reduced by the excess (if any) of the highest outstanding balance of loans from the Plan to the Participant during the one year period ending on the day before the date on which such loan is made, over the outstanding balance of loans from the Plan to the Participant on the date on which such loan was made, or

(2) one-half (1/2) of the present value of the non-forfeitable accrued benefit of the Participant under the Plan.

For purposes of this limit, all plans of the Employer shall be considered one plan.

(c) Loans shall provide for level amortization with payments to be made not less frequently than quarterly over a period not to exceed five (5) years. However, loans used to acquire any dwelling unit which, within a reasonable time, is to be used (determined at the time the loan is made) as a "principal residence" of the Participant shall provide for periodic repayment over a reasonable period of time that may exceed five (5) years. For this purpose, a "principal residence" has the same meaning as a "principal residence" under Code Section 1034. Loan repayments may be suspended under this Plan as permitted under Code Section 414(u)(4).

(d) Any loans granted or renewed shall be made pursuant to a Participant loan program. Such loan program shall be established in writing and must include, but need not be limited to, the following:

(1) the identity of the person or positions authorized to administer the Participant loan program;

(2) a procedure for applying for loans;

(3) the basis on which loans will be approved or denied;

(4) limitations, if any, on the types and amounts of loans offered;

(5) the procedure under the program for determining a reasonable rate of interest;

(6) the types of collateral which may secure a Participant loan; and

(7) the events constituting default and the steps that will be taken to preserve Plan assets.

Such Participant loan program shall be contained in a separate written document which, when properly executed, is hereby incorporated by reference and made a part of the Plan. Furthermore, such Participant loan program may be modified or amended in writing from time to time without the necessity of amending this Section.

(e) Notwithstanding anything in this Plan to the contrary, if a Participant or Beneficiary defaults on a loan made pursuant to this Section, then the loan default will be a distributable event to the extent permitted by the Code and Regulations.

Article 8

Miscellaneous Provisions

8.1 **Amendment of Plan.** Ingham County may at any time amend the Plan. Any amendment shall not reduce the amount credited to any Account as of the date of the amendment, and shall not impair the rights of any person to any Account, except to the extent required by law. The Administrator shall give Participants notice of any Plan amendment.

8.2 **Termination of Plan.** Ingham County reserves the right to terminate the Plan at any time by action of its Board, subject to any collective bargaining obligations. Upon termination of the Plan, all Accounts shall be paid out to Participants and Beneficiaries as soon as administratively practicable.

8.3 **Anti-alienation.** Except as provided in Sections 7.15 and 8.4, Accounts shall not be subject to assignment or alienation, garnishment, attachment, transfer or anticipation, execution or levy, or other encumbrance of any kind, or transfer by operation of law in the event of a divorce or marital separation or of a bankruptcy or insolvency, except to the extent otherwise required by law. Except as provided in Sections 7.15 and 8.4, a Participant or Beneficiary shall not have any right to commute, sell, assign, pledge, transfer, or otherwise convey, use, or encumber any right to receive any payments under the Plan, which payments and rights are expressly declared to be non-assignable and non-transferable.

8.4 **Recognition of Approved Domestic Relations Orders.** In accordance with Code section 414(p)(1), as modified by Code section 414(p)(11), a Participant's benefit may be the subject of a domestic relations order between the Participant and an alternate payee (as defined in Code section 414(p)(8)) if the order is determined to be a Qualified Domestic Relations Order. The Administrator shall adopt reasonable procedures to determine the qualified status of domestic relations orders and to administer the distributions thereunder. Distributions may be made immediately to an alternate payee pursuant to a qualified domestic relations order before the date on which the Participant attains the earliest retirement age, as defined in Code section 414(p)(4)(B). Effective April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a Qualified Domestic Relations Order ("QDRO") will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.

8.5 **Governing Law.** This Plan is established with the intent that the Plan shall satisfy the requirements of an "eligible deferred compensation plan" under Code section 457(b) maintained by an eligible employer, as defined in Code section 457(e)(1)(A). The provisions of the Plan shall be interpreted whenever possible in conformity with the requirements of applicable provisions of the Code. Where the applicable law (including but not limited to, the Code) governing the Plan is amended, modified, or interpreted through subsequent legislation or rulings or decisions, the Plan's provisions shall be construed as incorporating any such amendment or modification or interpretation of the applicable law.

This Plan shall satisfy the requirements of any applicable laws of the State of Michigan. This Plan shall be construed and enforced under the laws of the State of Michigan.

8.6 **Headings.** The headings and subheadings and captions and numbering of provisions of the Plan have been inserted merely for convenience of reference, and in no way define or limit the scope or intent of any provisions of the Plan, and are to be ignored in any construction of the provisions of the Plan.

8.7 **Information to be Provided by Participants and Beneficiaries.** Participants and Beneficiaries shall provide the Administrator with any information reasonably required by the Administrator. A

Participant or Beneficiary or other person shall not have any rights to or otherwise be entitled to the payment of any Account under the Plan unless such information has been provided to the Administrator.

8.8 **Receipt and Release.** Any payment(s) or any agreement to make payment(s) shall, to the extent of the payment(s) or agreement, be in full satisfaction of all claims. The Administrator may (in its sole discretion), as a condition precedent to making or causing to be made any payment(s), or agreement to make payment(s), or transfer (under Section 7.14 above), require any person or entity to execute a receipt and release.

8.9 **Separability.** If any provision of the Plan is held invalid for any reason, the remaining provisions of the Plan shall be construed and enforced as if the invalid provision had not been included in the Plan, unless such a construction of the Plan would be clearly contrary to the intent of the Plan.

8.10 **Military Service.** Notwithstanding any provision of the Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with Code section 414(u), effective as of December 12, 1994. For Years beginning on or after January 1, 2009, (i) an individual receiving a differential wage payment, as defined in Code Section 3401(h)(2), shall be treated as an Employee of the Employer making the payment, and (ii) the differential wage payment shall be treated as Includible Compensation. Notwithstanding the preceding sentence, for purposes of the distribution provisions of Article 7 of the Plan, a Participant is treated as having a severance from employment with the Employer during any period the Participant is performing service in the uniform services described in Code Section 3401(h)(2)(A). Effective for Years beginning on or after January 1, 2009, if a Participant elects to receive a distribution by reason of severance from employment, death or disability, the Participant may not make a Contribution to the Plan during the six-month period beginning on the date of the distribution. In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code Section 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals related to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

Executed this _____ day of _____, 2011.

INGHAM COUNTY

By: _____

Its: _____

INGHAM COUNTY MEDICAL CARE FACILITY

By: _____

Its: _____

Agenda Item 10a

To: County Services and Finance Committees
From: Tom Shewchuk, MIS Director
Date: May 4, 2011
Re: Arialink Fiber Connection to Healthy Smiles Resolution

Dear Commissioners,

MIS and the Health Department originally sought proposals to upgrade connections to our clinics because they were slow. We awarded AT&T the business for the Healthy Smiles clinic at a cost of \$540.00 per month for a 2MB connection for a 3-year period. We attempted to implement the new connection at our Healthy Smiles Clinic, but ran into issues because we had to connect through McLaren Hospital. This would have added an additional \$6,000.00 of installation cost. We looked at alternatives and received a proposal from Arialink for a 10MB connection (an increase of 8MB) at \$600.00 per month, and a one-time installation fee of \$2,500.00.

MIS is recommending we implement the solution from Arialink at a savings of \$1,340.00 over the cost of the original AT&T solution.

Thank you for your consideration and please feel free to contact me if you have any questions.

Sincerely,

Tom



Service Order Form

Prepared for

Ingham County MIS
121 E Maple St
Mason, MI 48854
Attn: Tom Shewchuk

Presented by

Tim Lebel
517-492-1336
lebel@arialink.com

Service Term: 36 months

QUOTE VALID UNTIL April 21, 2011

Service Details

Line	Service Location	USOC	Description	Qty	Unit NRC	Unit MRC	Total NRC	Total MRC
1	ALOC: Grady Porter Building ZLOC: 2815 S. Pennsylvania Suite 203 Lansing, MI	ELINE	10 Mb/s ELINE	1	2,500.00	600.00	\$2,500.00	\$600.00
Summary of all proposed services:							\$2,500.00	\$600.00

Acceptance is subject to all General Subscriber Terms and Conditions or Master Services Agreement if applicable.

Signed and Accepted by: _____ Date: _____

Printed name and title: _____

NRC = Non-Recurring Charges MRC= Monthly Recurring Charges MOU=Minute Of Use

CONFIDENTIAL AND PROPRIETARY

517/492-1350 www.arialink.com 230 N. Washington Sq Lansing, MI 48933

Introduced by County Services And Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE PURCHASE OF A FIBER OPTIC CONNECTION TO HEALTHY SMILES CLINIC FROM ARIALINK

WHEREAS, the Healthy Smiles Clinic currently has a T-1 connection to the Ingham County network that has expired and needs to be renewed; and

WHEREAS, the Board of Commissioners approved to replace this T-1 connection with a 2MB AT&T OPT-E-MAN solution under Resolution #10-254 at a cost of \$540.00 per month for a 3-year period; and

WHEREAS, due to unanticipated implementation issues an additional implementation cost of \$6,000.00 would need to occur to install the AT&T solution; and

WHEREAS, MIS originally sought 3 proposals (one being Arialink) and recommended purchasing a replacement 10MB connection from Arialink for the Healthy Smiles Clinic in lieu of the AT&T OPT-E-MAN solution at a cost of \$600.00 per month for a 3-year period plus a \$2,500 one-time installation fee for a total cost of \$24,100; and

WHEREAS, the total cost savings for the Arialink solution will be \$1,340.00 less over the 3-year period.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes the purchase of a 10MB fiber connection to the Healthy Smiles Clinic from Arialink in the amount of \$24,100.

BE IT FURTHER RESOLVED, that the total cost will be paid out of the county's Telephone Communications Fund (636-26600921050).

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

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

Agenda Item 10b

To: County Services and Finance Committees
From: Tom Shewchuk, MIS Director
Date: May 4, 2011
Re: Numara Software Annual Maintenance Agreement Resolution

Dear Commissioners,

Management Information Services has been utilizing the Numara Software Track-IT application for over 10 years. This is a critical application for MIS because every IT service request is entered into this system (8,000 – 10,000 per year) and an inventory of all county hardware and software assets are tracked using this software. In order to maintain the software a maintenance agreement is required and I am recommending we purchase a 3-year agreement as opposed to a 1-year agreement as we did in 2010. This will yield a 3-year savings of \$2,318.25.

Thank you for your consideration and please feel free to contact me if you have any questions.

Sincerely,

Tom



2202 N West Shore Blvd # 650
 Tampa, FL 33607
 Toll Free: 1-800-479-2750
 Fax: 813-227-4501
 Fed. Tax ID:06-1615661
 NumaraSoftware.com

Date	5/3/2011
QUOTE VALID THROUGH	5/2/2011
Sales Representative	Bob Weck
Phone Number	(813) 227-4516
Email Address	Bob.Weck@numarasoftware.com
Tax Exempt?	True
Quote Number:	2011-5160

BILL TO: Ingham County
 Management Information Service 121 E
 Maple St Fl 3

Mason, Michigan 48854-1655
 Contact: Justin Spenski
 Phone: (517) 676-7386
 Fax:
 Email: jspenski@ingham.org
 Country: US

SHIP TO: Ingham County
 Management Information Service 121 E Maple St
 Fl 3

Mason, Michigan 48854-1655
 Contact: Justin Spenski
 Phone: (517) 676-7386
 Fax:
 Email: jspenski@ingham.org
 Country: US

PLEASE NOTE: Your software, or license file, will be delivered electronically. Without a valid email address, your order will be delayed.

Email address for Electronic Software Distribution:									
Qty	Item Number	Description	Tier	List Price	Tier Disc	Tier Price	Ext. Price		Total
1	TI-MNT	Track-It! Premium Care (Renewal)	5/30/2011 5/30/2014	\$13,540.50		\$13,540.50	\$13,540.50		\$13,540.50

ORDER NOW!	
Customer Acceptance Signature Approval:	
PO or CC No:	
CC Exp. Date:	

Total Savings: \$0.00	List Price	\$13,540.50
	Tier Savings	\$0.00
	Tier Price	\$13,540.50
Customer Number: C1005353	Est. Sales Tax	\$0.00
	Your Price	\$13,540.50

Additional Notes: Applicable local taxes will be calculated based upon the date the order is processed.

(Please Refer to Standard Terms and Conditions on Next Page)

Standard Terms: This Sales Is Made FOB Point Of Origin - Net 30 Days From Invoice Date (unless otherwise specified)
 Please Include The Quotation No. When Submitting A Purchase Order

Numara® Software, Inc.: Numara® Track-It! user licenses are required for administrator(s), technician(s) and/or support personnel who directly use the Numara® Track-It! interface. Numara® Track-It! software licenses are considered to be "Named" (not concurrent) unless otherwise specified, requiring each user to be assigned a licensed seat to use Numara®Track-It!. If you have any questions, please call Numara® Software, Inc. at 813-227-4500. Customer acknowledges and agrees that all sales of Numara® Software, Inc. products and services are made pursuant solely to the terms and conditions within this quotation and in Numara® Software, Inc.'s End User License Agreement and Software Licensing Terms. A copy of Numara® Software, Inc.'s End User License Agreement and Software Licensing Terms will be made available upon request. Numara® Software, Inc. agrees to honor the pricing included in this document until the "Quote Valid Through" or "Order" date listed above has expired.

Professional Services: Numara® Software, Inc. onsite consulting services pricing includes all related travel expenses for services engagements delivered within the contiguous 48 United States. For onsite consulting services engagements delivered outside of the contiguous 48 United States, all travel related expenses incurred will be billed separately to the customer and payable to Numara® Software, Inc.

Numara® Services deliverable of Custom Software (i.e., compiled code, stored procedures, database triggers, scripts, etc.) provides additional capabilities beyond Numara® Track-It! Custom software works with Track-It! that uses a Microsoft SQL Server (not MSDE, Personal Edition or Express Edition) database. Numara® Services custom software is provided "as is" and is warranted for 30 days from delivery. Custom software is not covered under your Numara® Services Maintenance & Support Agreement. Future Track-It! maintenance and product releases may render the custom software inoperable and require additional customer expense to update the Numara® Services customized software. Changes made to the custom software by customer are the responsibility of the customer. Numara® Software retains ownership of the custom software and liability is limited to the contracted cost of the Numara™ Services rendered. Numara® Software retains the right to change this agreement without notice. The current version is found at <http://www.numarasoftware.com/services.asp>.

Software-as-a-Service (SaaS) Standard Terms: Services-This is an annual subscription service including unlimited customer support. All system upgrades are performed by Numara Software and are included in the annual subscription fee. Professional Services consulting and training are not included in the annual subscription fee. Payment Terms: All subscription services are provided for a minimum of one year payable in advance. Multi-year subscriptions are invoiced annually in advance of each 12 month subscription term. Invoices are due 30 days from invoice date. Please Include The Quotation No. When Submitting A Purchase Order. Numara Software offers discount incentives for customers moving from a SaaS to an On-Premise Perpetual (purchase) deployment model. 100% of the paid subscription (at the time of transition) will be applied to the On-Premise quote as a discount up to a maximum of 50% of MSRP (less any additional discounts).

Equal Opportunity (USA Only): Numara® Software, Inc., formerly Intuit Information Technology Solutions, is committed to the provisions outlined in the Equal Opportunity Clauses of executive order 11246, (60-1.4), section 508 of the Rehabilitation Act of 1973, (60-741.5), and, section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (60-250.5), as well as any other regulations pertaining to these orders.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE THE RENEWAL OF THE ANNUAL MAINTENANCE
FOR THE TRACK-IT CALL MANAGEMENT APPLICATION FROM
NUMARA SOFTWARE INCORPORATED**

WHEREAS, Ingham County MIS utilizes the Numara Track-IT application for Help Desk services, IT problem call tracking management, and inventory management of all IT assets in Ingham County; and

WHEREAS, in order to maintain the Track-IT software and receive technical support an annual maintenance agreement is required; and

WHEREAS, the 2010 annual maintenance cost was \$5,286.25; and

WHEREAS, MIS is recommending we purchase a 3-year maintenance agreement at an annual cost of \$4,513.50 for a total cost of \$13,540.50; and

WHEREAS, the annual cost savings is \$772.75 and \$2,318.25 over a 3-year period.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes entering into a 3-year maintenance agreement with Numara Software Incorporated at total annual cost of \$13,540.50 to be paid from the Network Fund (Acct #245-25810-932030).

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

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

Agenda Item 10c

To: Board of Commissioners
From: Tom Shewchuk, MIS Director
Date: May 5, 2011
Re: Tyler Technologies Munis Software - Annual Support Agreement Resolution

Dear Commissioners,

The Munis application has been utilized for years in Ingham County for Finance, Budgeting, Human Resources and Purchasing operations. In order to maintain the application, receive support, and receive needed software updates an annual maintenance agreement is required and has been purchased every year since Ingham County has owned the application. Last year's total maintenance cost was \$127,563.45 and this year's cost proposed by Tyler Technologies is \$142,970.25, or a 12% increase.

After receiving the invoice I sent our Tyler Technologies Sales Representative an email along with adopted Board Resolution #10-357 regarding our policy on cost increases for service related contracts. As a result, Tyler agreed to reduce the maintenance agreement from a 12% increase to 5%. The total cost for 2011/2012 is \$133,776.63.

I recommend Ingham County continue to maintain service on the Munis software and enter into an agreement with Tyler Technologies.

Thank you for your consideration and feel free to contact me if you have any questions.

Sincerely,

Tom

Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE RENEWAL OF THE MUNIS SOFTWARE ANNUAL SUPPORT AGREEMENT FROM TYLER TECHNOLOGIES

WHEREAS, Ingham County currently utilizes Tyler Technologies MUNIS Software as our county-wide Financial, Budget, Human Resource, and Purchasing application; and

WHEREAS, annual maintenance is required to maintain the system and had been purchased every year since Ingham County purchased the software; and

WHEREAS, the payment totaling \$133,776.63 for annual support is due for the 2011/2012 time period; and

WHEREAS, Resolution #10-357 adopted by the Board of Commissioners regarding our policy on cost increases for service contracts was presented to Tyler Technologies; and

WHEREAS, the annual contract amount proposed by Tyler for 2011/2012 was reduced from a 12% increase to 5%; and

WHEREAS, this annual payment has been planned for and budgeted and will provide the needed application support and upgrades needed to maintain our current applications.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes the renewal of the MUNIS software annual support agreement from Tyler Technologies for the time period of June 23, 2011 through June 22, 2012.

BE IT FURTHER RESOLVED, the total cost of \$133,776.63 will be paid from the Equipment/Maintenance Fund (636-95800-932020).

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

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

MEMORANDUM

TO: Finance and Liaison Committees

FROM: Mary Lannoye, Controller

DATE: May 5, 2011

SUBJECT: Resolution Updating Various Fees for County Services

This resolution will authorize the adjustment of various fees for county services to be effective for the Health Department and the Friend of the Court on October 1, 2011 and for all other departments on January 1, 2012. These adjustments are based on an update of the "Cost of Services Analysis" completed by Maximus in 2002. Updated costs were then multiplied by the target percent of cost to be recovered by the fee for services as identified by the Board of Commissioners. Input was solicited from county departments and offices as part of the process of making these recommended adjustments. A full analysis of each fee was presented to all committees at a previous round of meetings.

Since the last round of Committee meetings, a few of the adjusted fees have been changed. Based on the fact that the Environmental Health's P2 Resolution recently passed, the P2 hourly rates are not being adjusted. They will remain at the 2011 rate of \$105 per hour. Therefore, since there is no adjustment, they are no longer included on Attachment A. For the one year Tobacco Sales License fee, there is a different fee set for East Lansing. Since East Lansing charges a \$115 fee for a 3-year license, the annual amount, or \$40, is normally deducted from the County's Non-East Lansing annual license fee. Since the East Lansing fee is set at \$260, the 2012 Non-East Lansing license fee was reduced from \$310 to \$300. Per the Parks Director's request, we have reduced the new fees for Disc Golf. The new daily fee is set at \$4, rather than \$5, and the annual pass is set at \$40, rather than \$50. For additional information, please refer to the attached memo.

If the fee adjustments are passed as proposed, additional annual revenue would total approximately \$200,973. Any additional revenue will be recognized in the 2012 Controller Recommended Budget.

As directed by the Board of Commissioners, the Controller's Office has incorporated the update of county fees into the annual budget process. This will allow the county to annually and incrementally adjust fees based on changing costs, rather than to make large adjustments at one time.

Please contact me if you have any questions regarding this information.

Attachments

Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION UPDATING VARIOUS FEES FOR COUNTY SERVICES

WHEREAS, the Board of Commissioners set various fees for county services in Resolution #02-155 based on information and recommendations of the *Maximus Cost of Services Analysis* completed in 2002; and

WHEREAS, the Board of Commissioners also established the percent of the cost of providing the services which should be recovered by such fees, referred to in this process as a “target percent”; and

WHEREAS, the Board of Commissioners has directed the Controller/Administrator’s Office to establish a process for the annual review of these fees and target percents; and

WHEREAS, this process begins with the calculation of a cost increase factor, which is equal to the previous three year average increase in general fund adopted budget for the appropriate departments; and

WHEREAS, this cost increase factor is applied to the previous year’s calculated cost and multiplied by the target percent and in most cases rounded to the lower full dollar amount in order to arrive at a preliminary recommended fee for the upcoming year; and

WHEREAS, in cases where the calculated cost multiplied by target percent is much higher than the current fee, the fee will be recommended to increase gradually each year until the full cost multiplied by target percent is reached, in order to avoid any drastic increases in fees; and

WHEREAS, in cases where the calculated cost multiplied by target percent is lower than the current fee, no fee increase will be recommended for that year; and

WHEREAS, after initial recommendations are made by the Controller/Administrator, these recommendations are distributed to the affected offices and departments, in order to receive their input; and

WHEREAS, after reviewing the input from the affected offices and departments, the Controller/Administrator makes final recommendations to the Board of Commissioners; and

WHEREAS, the Controller/Administrator’s Office has finished its annual review of these fees and recommended increases where appropriate based on increased costs of providing services supported by these fees and the percent of the cost of providing the services which should be covered by such fees as established by the Board of Commissioners; and

WHEREAS, the Board of Commissioners has reviewed the Controller/Administrator’s recommendations including the target percentages, along with recommendations of the various county offices, departments, and staff.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes or encourages the following fee increases in Attachments A and B at the rates established effective January 1, 2012 with the exception of the Health Department and Friend of the Court, where new rates will be effective October 1, 2011.

BE IT FURTHER RESOLVED, that the fees within major Health Department services are not included on the attachments and were not set by the policy above, but rather through policy established in Resolutions #05-166 and #05-242.

ATTACHMENT A: FEES WHICH ARE ADJUSTED

Loc of Svc	Fee Description	2011 Fee	2012 Fee	Target Percent
Drain Comm.	Plat Drain Administration Fee	\$2,000.00	\$2,100.00	75%
Drain Comm.	Soil Erosion Permit-Residential-9 mo.	\$220.00	\$230.00	75%
Parks	Administrative-Returned Check Fee	\$15.00	\$30.00	100%
Parks	Memorials Service - Bench	\$400.00	\$500.00	100%
Parks	Shelters - 40 Person Capacity			
Parks	Baldwin Riverview	\$45.00	\$50.00	100%
Parks	Shelters - 60 Person Capacity			
Parks	Lake Lansing South Lakeview	\$50.00	\$75.00	100%
Parks	Lake Lansing North Oak Knoll	\$50.00	\$75.00	100%
Parks	Lake Lansing North Sandhill	\$50.00	\$75.00	100%
Parks	Hawk Island Kestrel	\$50.00	\$75.00	100%
Parks	Hawk Island 1/2 of Peregrine	\$50.00	\$75.00	100%
Parks	Burchfield Deer Run	\$50.00	\$60.00	100%
Parks	Burchfield Pine Knoll	\$50.00	\$60.00	100%
Parks	Burchfield Southridge	\$50.00	\$75.00	100%
Parks	Potter Park Penguin Cove	\$50.00	\$75.00	100%
Parks	Shelters - 80 Person Capacity			
Parks	Potter Park Eagle Landing	\$75.00	\$100.00	100%
Parks	Shelters - 120 Person Capacity			
Parks	Lake Lansing - North - 1/2 of Main	\$80.00	\$100.00	100%
Parks	Hawk Island Peregrine	\$100.00	\$125.00	100%
Parks	Burchfield 1/2 of North Bluff	\$80.00	\$100.00	100%
Parks	Burchfield 1/2 of Woodsong	\$80.00	\$100.00	100%
Parks	Shelters - 150 Person Capacity			
Parks	Lake Lansing - South - 1/2 of Main	\$80.00	\$100.00	100%
Parks	Potter Park 1/2 of Tiger Den	\$80.00	\$100.00	100%
Parks	Shelters - 240 Person Capacity			
Parks	Lake Lansing - North - Main	\$150.00	\$175.00	100%
Parks	Burchfield - North Bluff	\$150.00	\$175.00	100%
Parks	Burchfield - Woodsong	\$150.00	\$175.00	100%
Parks	Shelters - 300 Person Capacity			
Parks	Lake Lansing - South - Main	\$150.00	\$175.00	100%
Parks	Burchfield - Overlook	\$150.00	\$175.00	100%
Parks	Potter Park - Tiger Den	\$150.00	\$175.00	100%
Parks	Shelters - 375 Person Capacity			
Parks	Hawk Island - Red Tail	\$200.00	\$250.00	100%

Loc of Svc	Fee Description	2011 Fee	2012 Fee	Target Percent
Parks	Boating Fees			
Parks	In-Park Canoe/Kayak - 1st hr	\$4.00	\$5.00	100%
Parks	In-Park Canoe/Kayak - 2nd hr	\$4.00	\$5.00	100%
Parks	Canoe/Kayak Trips - McNamara	\$10.00	\$12.00	100%
Parks	Canoe/Kayak Trips - Bunker Rd	\$12.00	\$18.00	100%
Parks	Canoe/Kayak Trips - Eaton Rapids	\$15.00	\$25.00	100%
Parks	Pedal Boat - Weekdays - per 1/2 hr	\$4.50	\$5.00	100%
Parks	Pedal Boat - Wkds/Holidays - per 1/2 hr	\$5.50	\$6.00	100%
Parks	Row Boat - 1st hour- fee per hour	\$4.00	\$5.00	100%
Parks	Row Boat - 2nd hour - fee per hour	\$4.00	\$5.00	100%
Parks	Ski Rental (Burchfield only)			
Parks	Moonlight Ski - Adult	\$6.00	\$10.00	100%
PARKS	NEW FEES			
Parks	Boating Fees (1)			
	Abandonment Recovery Fee	N/A	\$40.00	100%
	Late Fee (arriving 1/2 hour or later after boathouse closing)	N/A	\$20.00	100%
Parks	Disc Golf (2)			
Parks	12 & Under	N/A	\$0.00	100%
Parks	Day Pass	N/A	\$4.00	100%
Parks	Season Pass	N/A	\$40.00	100%
Parks	Tournament *	N/A	*	100%
Parks	Dog Park (3)			
Parks	Regular Pass	N/A	\$30.00	100%
Parks	Student (college ID)	N/A	\$15.00	100%
Parks	Senior (+60)	N/A	\$15.00	100%
Parks	Veteran	N/A	\$15.00	100%
Parks	Replacement FOB	N/A	\$5.00	100%
Parks	Special Event Fees (4)			
Parks	Non-Profit Youth Groups	N/A	\$0.00	100%
Parks	1-100 Participants	N/A	\$200.00	100%
Parks	101-200 Participants	N/A	\$300.00	100%
Parks	201-300 Participants	N/A	\$400.00	100%
Parks	301-400 Participants	N/A	\$500.00	100%
	401-500 Participants	N/A	\$600.00	100%
Parks	500+ Participants	N/A	\$700.00	100%
Parks	Parking (5)			
Parks	2nd Vehicle Annual Pass	N/A	\$15.00	100%
Parks	Snow Tube Rental - Burchfield (6)			
Parks	Burchfield - Tube Rental (2 hours)	N/A	\$1.00	100%

Loc of Svc	Fee Description	2011 Fee	2012 Fee	Target Percent
Parks	Hawk Island Tubing Hill (7)			
Parks	<i>Operational Rates (Mon-Fri 4-9 pm. Sat-Sun 10am-9pm)</i>			
Parks	Adult Pass (all day)	N/A	\$7.00	100%
Parks	Child Pass (12&under)	N/A	\$5.00	100%
Parks	Family Pass (2adults, 2 children)	N/A	\$20.00	100%
Parks	Group Rate (20-100 people)	N/A	\$5/person	100%
Parks	<i>Non-Operational Rates (Reservation Only)</i>			
Parks	Group Rate (1-50 people) 2 hours	N/A	\$250.00	100%
Parks	Group Rate (50+ people) 2 hours	N/A	\$350.00	100%
Parks	Per additional hours	N/A	\$100.00	100%
Treasurer	Tax service fee	\$3.00	\$4.00	100%
Animal Control	Boarding Fee for Dangerous Animals	\$25.00	\$30.00	75%
Animal Control	Boarding Fee per day-others	\$15.00	\$20.00	75%
Animal Control	Euthanasia Fee	\$75.00	\$100.00	100%
Animal Control	Bordatella Vaccination on redeemed dogs	\$5.00	\$6.00	100%
Pros Atty	Diversion - Service Fee- Felony Offender	\$750.00	\$760.00	50%
Pros Atty	Costs for eligible convictions - Trial	\$150.00	\$200.00	10%
Comm. Health	Conting Ed. Fee Diseased Control/Imm.	\$13.00	\$14.00	100%
Comm. Health	INS Vaccination Verif Form I-693	\$33.00	\$35.00	100%
Imm. Clinic	Internat'l Travel Consult	\$55.00	\$57.00	100%
Imm. Clinic	Influenza - Mass Vacc. Clinic	market price	market price	75%
Med Examiner	Cremation Permits	\$23.00	\$26.00	100%
Med Examiner	Autopsy Report Copies (family)	\$15.00	\$17.00	100%
Med Examiner	Autopsy Report Copies (others)	\$39.00	\$44.00	100%
OYC	Consultation Request (per hr.)	\$61.00	\$67.00	100%
OYC	Agency Train. Request- Base, 1.5 hr.	\$180.00	\$200.00	100%
OYC	Agency Train. Request- Base, 2.5 hr.	\$300.00	\$330.00	100%
OYC	Agency Train. Request- Base, 3.0 hr.	\$370.00	\$400.00	100%
OYC	Agency Train. Request- Base, 5.0 hr.	\$620.00	\$650.00	100%
OYC	Agency Train. Request- Base, 1.5 hr, each add.	\$13.00	\$14.00	100%
OYC	Agency Train. Request- Base, 2.5 hr, each add.	\$18.00	\$20.00	100%
OYC	OYC-Advertised Train.- 1.0-2.0 hr./per person (min. 15 attending)	\$24.00	\$22.00	100%
OYC	OYC-Advertised Train.- 2.5 - 4.5 hrs./per person (min. 15 attending)	\$30.00	\$28.00	100%
OYC	OYC-Advertised Train.- 5.0 - 7.0 hrs./per person (min. 15 attending).	\$61.00	\$60.00	100%
OYC	person	\$93.00	\$100.00	100%
OYC	OYC - Admin Train. - 16 hrs./per person	\$170.00	\$130.00	100%

Loc of Svc	Fee Description	2011 Fee	2012 Fee	Target Percent
Env. Health	FIXED FOOD SERVICE ESTAB			
Env. Health	FSE Initial License incl.2 hrs Plan Rev	\$1,200.00	\$1,300.00	50%
Env. Health	FSE Initial Restricted License	\$620.00	\$650.00	50%
Env. Health	FSE Initial License (Mobile)	\$430.00	\$460.00	50%
Env. Health	FSE Renewal Lic -At least \$750,000	\$1,000.00	\$1,050.00	50%
Env. Health	FSE Renewal Lic-\$500,000 to less than \$750,000	\$840.00	\$880.00	50%
Env. Health	FSE Renewal Lic-\$250,000 to less than \$500,000	\$650.00	\$685.00	50%
Env. Health	FSE Renewal Lic-Less than \$250,000	\$450.00	\$480.00	50%
Env. Health	FSE Non-profit License Renewal	\$230.00	\$240.00	25%
Env. Health	Fixed Food Svc Estab Nonprofit - INITIAL License incl. 2 hr plan rev	\$440.00	\$650.00	25%
Env. Health	Reinstatemt of Susp FSE	\$560.00	\$580.00	100%
Env. Health	Surchrge-Fail submit plans/chg own	\$540.00	\$575.00	100%
Env. Health	Critical Follow-up Inspection fee	\$130.00	\$135.00	100%
Env. Health	* Special food svc estab surchrng 2nd step of formal hearing	\$231.00	\$500.00	100%
Env. Health	* Special food svc estab surchrng 3rd step of formal hearing	\$473.00	\$1,000.00	100%
Env. Health	FSE Seasonal Renewal -Gross sales exc. \$750,000	\$600.00	\$650.00	50%
Env. Health	FSE Seasonal renewal - at least \$500,000,less \$750,000	\$500.00	\$530.00	50%
Env. Health	FSE Seasonal Renewal -at least \$250,000,less \$500,000	\$390.00	\$410.00	50%
Env. Health	FSE Seasonal renewal -less than \$250,000	\$275.00	\$290.00	50%
Env. Health	FSE - DOE Schools Program - Production Kitchen	\$490.00	\$520.00	50%
Env. Health	FSE - DOE Schools Program - Satellite Kitchen	\$310.00	\$330.00	50%
Env. Health	Change of Ownership of FSE	\$360.00	\$385.00	50%
Env. Health	Initl Lic Fee Exmpt(plan revw only) Govt hrly rate for 2 hrs.	\$105.00	\$220.00	50%
Env. Health	FSE - late renewal - additional	\$125.00	\$130.00	100%

Loc of Svc	Fee Description	2011 Fee	2012 Fee	Target Percent
Env. Health	STFU			
Env. Health	Initial STFU license Incl. Plan Rev	\$330.00	\$321.00	50%
Env. Health	STFU late inspection request (150% of cost is the penalty)	\$210.00	\$150.00	150%
Env. Health	* STFU in season inspection	\$90.00	\$101.00	50%
Env. Health	* STFU Renewal	\$110.00	\$101.00	50%
Env. Health	TEMPORARY LICENSE			
Env. Health	Temp FSE - Non-Profit	\$105.00	\$110.00	25%
Env. Health	Temp Nonprf FSE-Ops Beg Bef Licg (double)	\$200.00	\$220.00	25%
Env. Health	Temp FSE- Preparation Type -For Profit	\$215.00	\$225.00	50%
Env. Health	Temp FSE-Ops Began Before Licg (double)	\$420.00	\$450.00	50%
Env. Health	Temp FSE-each add'l lic.after 2 at 1 loc	\$69.00	\$73.00	50%
Env. Health	Temp Event Inspection Request-Late Fee profit	\$400.00	\$430.00	100%
Env. Health	VENDING			
Env. Health	Vending:1-3 Licensable Mach. in Same Loc.	\$78.00	\$80.00	50%
Env. Health	Vending: 4-6 Licensable Mach. in Same Loc.	\$100.00	\$105.00	50%
Env. Health	Vending: 7-10 Licensable Mach. in Same Loc.	\$135.00	\$140.00	50%
Env. Health	Larger Loc (Add'l Machine > 10)	\$6.00	\$7.00	50%
Env. Health	Surcharge-Failure to apply-vending lic	\$180.00	\$190.00	100%
Env. Health	POOL			
Env. Health	Public Pool Inspection	\$210.00	\$220.00	100%
Env. Health	Each add'l pool at same location	\$105.00	\$110.00	100%
Env. Health	Pool Reinspection (after violation)	\$105.00	\$110.00	100%
Env. Health	DHS LICENSING			
Env. Health	DHS Licensing Inspection - municipal	\$200.00	\$205.00	100%
Env. Health	DHS Licensing Inspection - well & septic	\$330.00	\$345.00	100%
Env. Health	DHS Licensing - well & septic only	\$130.00	\$135.00	100%
Env. Health	DHS Licensing re-inspection hrly	\$105.00	\$110.00	100%
Env. Health	DHS Initial Licensing Plan Review	\$380.00	\$395.00	100%
Env. Health	BODY ART (TATTOO)			
Env. Health	Body Art Business Initial License	\$780.00	\$550.00	100%
Env. Health	Body Art License Renewal	\$400.00	\$175.00	100%
Env. Health	Body Art w/o initial license/reinstatement of revoked	\$525.00	\$550.00	100%
Env. Health	Body Art non-compl w/ inspection-hrly	\$105.00	\$110.00	100%
Env. Health	Reinstmt of Susp Body Art License (fine)	\$195.00	\$210.00	100%
Env. Health	Body Art Initial License after July 1	N/A	\$275.00	100%
Env. Health	Body Art Temp License (1-14 days)	N/A	\$100.00	100%

Loc of Svc	Fee Description	2011 Fee	2012 Fee	Target Percent
Env. Health	DEMAND PROGRAM			
Env. Health	Sewage Only	\$540.00	\$770.00	100%
Env. Health	Well Only	\$540.00	\$575.00	100%
Env. Health	Vacant Land Evaluation	\$520.00	\$555.00	100%
Env. Health	On-Site Sewage repair/replace	\$520.00	\$770.00	100%
Env. Health	Repair - Well	\$190.00	\$200.00	100%
Env. Health	Altern On-site Sewage Syst Plan Revw	\$400.00	\$420.00	100%
Env. Health	Subdivision Evaluation of Preliminary Plat	\$210.00	\$340.00	100%
Env. Health	Munic Requ Eval. of Well/Septic	\$105.00	\$110.00	100%
Env. Health	Septic or Well ownershp trsfr,not installed at time of transfer	\$175.00	\$185.00	100%
Env. Health	Septic tank repair/replacemt inspection	\$265.00	\$285.00	100%
Env. Health	BATHING BEACHES			
Env. Health	Bathing Area Operational Permit	\$210.00	\$225.00	100%
Env. Health	Reinstmt of bathing area permit	\$105.00	\$110.00	100%
Env. Health	Sanitary Surv for Prop. Bathg Beach	\$420.00	\$450.00	100%
Env. Health	CAMPGROUNDS			
Env. Health	Campground Inspection 0-99 Sites	\$140.00	\$150.00	100%
Env. Health	Campground Inspection 100-199 Sites	\$215.00	\$225.00	100%
Env. Health	Campground Inspection 200+ Sites	\$280.00	\$300.00	100%
Env. Health	Campground 0-99 sites -after July 1 fine for late inspection -150%	\$210.00	\$225.00	100%
Env. Health	Campground 100-199 Sites after July 1 fine for late inspection 150%	\$322.00	\$340.00	100%
Env. Health	Campground 200+ Sites after July 1 fine for late inspection 150%	\$420.00	\$450.00	100%
Env. Health	Campground 0-99 Sites after Sept 1 fine for late inspection 200%	\$280.00	\$300.00	100%
Env. Health	Campground 100-199 Sites after Sept 1 fine for late inspection 200%	\$430.00	\$450.00	100%
Env. Health	Campground 200+ Sites fine for late inspection after Sept 1 -200%	\$560.00	\$600.00	100%
Env. Health	MISC EH PROGRAMS			
Env. Health	Collection of water samples for Type II Non-Community Water Sampling per hr	\$105.00	\$110.00	100%
Env. Health	Type II Non Community - Sanitary Survey	\$420.00	\$440.00	100%
Env. Health	Board of Health appeal fee	\$119.00	\$125.00	100%

Loc of Svc	Fee Description	2011 Fee	2012 Fee	Target Percent
Env. Health	POINT OF SALE PROGRAM			
Env. Health	Point of Sale- appl processing fee	\$180.00	\$195.00	100%
Env. Health	Point of Sale- on site evaluation well & waste treatment system by ICHD	\$360.00	\$395.00	100%
Env. Health	Point of Sale - Waste Treatment Inspection by ICHD (excludes pumping fees) (Municipal water system)	\$210.00	\$230.00	100%
Env. Health	Point of Sale - Well Inspection by ICHD (incl water samples for bacteria and partial chemicals)	\$150.00	\$165.00	100%
Env. Health	Point of Sale- Extension Evaluations	\$105.00	\$110.00	100%
Env. Health	Point of Sale- Annl Inspector renwl fee	\$120.00	\$130.00	100%
Env. Health	TOBACCO			
Env. Health	License- Tobacco Sales- 1yr.- Retailer- East Lansing	\$251.00	\$260.00	100%
Env. Health	License- Tobacco Sales- 1yr.- Retailer- Non-East Lansing	\$290.00	\$300.00	100%
Env. Health	License- Tobacco Sales-1yr-Vend. Mach	\$290.00	\$310.00	100%
Env. Health	Tobacco -Temporary Sampling Permit	\$115.00	\$125.00	100%
Env. Health	Tobacco -Temporary Sampling Permit Fee - Late Notice Fee (Less than 30 days before event)	N/A	\$185.00	100%
Env. Health	License- Tobacco Sales- 1yr.- Retailer- East Lansing -Late Fee(9)	N/A	\$390.00	100%
Env. Health	License- Tobacco Sales- 1yr.- Retailer- Non-East Lansing -Late Fee	N/A	\$470.00	100%
Env. Health	Tobacco Change of Ownership Fee - Non East Lansing	N/A	\$145.00	100%
Env. Health	Tobacco Change of Ownership Fee- E.Lansing	N/A	\$125.00	100%
Env. Health	Tobacco Failure to change ownership	N/A	\$180.00	100%
Vet. Affairs	County User Fee	\$22.06	\$24.34	100%

* respective to "Special Event" fees per number of people

ATTACHMENT B: FEES FOR WHICH AN ADJUSTMENT IS RECOMMENDED

Loc of Svc	Fee Description	2011 Fee	2012 Fee	Target Percent
All Courts	Work Release	\$24.00	\$25.00	100%
Circuit Court	Felony Case Costs	\$575.00	\$600.00	100%
Circuit Court	Show Cause - Probation	\$75.00	\$100.00	100%
Family Division	Delinquency Costs	\$175.00	\$200.00	100%