

CHAIRPERSON
MARK GREBNER

VICE-CHAIRPERSON
DEB NOLAN

VICE-CHAIRPERSON PRO-TEM
DON VICKERS

COUNTY SERVICES COMMITTEE
DEBBIE DE LEON, CHAIR
DALE COPELGE
VICTOR CELENTINO
ANDY SCHOR
DON VICKERS
VINCE DRAGONETTI

INGHAM COUNTY BOARD OF COMMISSIONERS

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

THE COUNTY SERVICES COMMITTEE WILL MEET ON TUESDAY, MAY 17, 2011 AT 7:00 P.M., IN THE PERSONNEL CONFERENCE ROOM (D & E), HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING.

Agenda

Call to Order

Approval of the [May 3, 2011](#) Minutes and Closed Session Minutes

Additions to the Agenda

Limited Public Comment

1. 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
2. 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
3. Financial Services - Resolution for an Amendment and Restatement of Ingham County's [Deferred Compensation](#) Plan
4. 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](#)

5. Controller/Administrator
 - a. Request to Waive the [Hiring Freeze](#) and Hiring Delay for the Controller/Administrator's Office
 - b. Resolution Updating Various [Fees](#) for County Services

Announcements
Public Comment
Adjournment

**PLEASE TURN OFF CELL PHONES OR OTHER ELECTRONIC
DEVICES OR SET TO MUTE OR VIBRATE TO AVOID
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.

COUNTY SERVICES COMMITTEE

May 3, 2011

Minutes

Members Present: Debbie De Leon, Dale Copedge, Victor Celentino, Andy Schor, Don Vickers, Vince Dragonetti and Board Chairperson Grebner

Members Absent: None

Others Present: Becky Bennett, Mary Lannoye, Michelle Rutkowski, Doug Stover, Mike Bryanton, Dean Sienko, Rick Terrill, Sally Auer, Jim Hudgins, Willis Bennett and others

The meeting was called to order by Chairperson De Leon at 7:02 p.m. in the Personnel Conference Room "D & E" of the Human Services Building, 5303 S. Cedar Street, Lansing.

Approval of the April 19, 2011 Minutes

The April 19, 2011 Minutes were approved as submitted.

Additions to the Agenda

8. Late - Controller/Administrator's Office – Closed Session – Personnel Issue - Attorney Peter Cohl

Limited Public Comment

Chuck Gray introduced himself as the new UAW Chairperson.

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

2. 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
3. Equalization Department
 - a. Waiver of Hiring Freeze and Hiring Delay
 - b. 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
 - c. 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

4. 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

5. Health Department
 - b. Recommendation to Authorize the Transition of a Nurse Assessor Position to a Health Center Nurse
 - c. Resolution to Establish a 1.0 FTE Assistant Social Worker Position in Public Health Nursing

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

MOTION CARRIED UNANIMOUSLY.

MOVED BY COMM. VICKERS, SUPPORTED BY COMM. CELENTINO, TO APPROVE THE ITEMS ON THE CONSENT AGENDA.

MOTION CARRIED UNANIMOUSLY.

1. Ingham County Clerk - Request to Waive the Hiring Freeze for Two Deputy Clerk I Positions

MOVED BY COMM. SCHOR, SUPPORTED BY COMM. COPEDEGE, TO APPROVE THE REQUEST TO WAIVE THE HIRING FREEZE FOR TWO DEPUTY CLERK I POSITIONS.

Mr. Mike Bryanton, County Clerk, explained that one employee had retired in March 2011, and another resigned with her last day being May 6, 2011. He stated that although work will be reduced because of the loss of processing Passports, he is concerned that there is not enough staff to cover the Lansing office, illnesses and vacation days. He also explained that the Clerk's office cross trains employees to assist the Treasurer when needed. Mr. Bryanton noted that he would like to use the latest applicant pool to fill the most recent vacant position.

Mr. Bryanton asked for approval to waive the hiring freeze and delay for one full time position, and one .5 FTE position. He also requested that the .5 FTE position remain as a 1 FTE position on the books, however, he will only fill it with a .5 FTE.

Comm. Schor asked if his intention was to have someone employed by Monday. Mr. Bryanton explained that he will be sending an employee from the Mason office to the Lansing office; however, the Mason office will then be understaffed. Comm. Copedge expressed his concern that individuals may be losing out on an employment opportunity by using the latest applicant pool. Additionally, he expressed concern about how many applicants are in the hiring pool. Comm. Vickers echoed Comm. Copedge. Mr. Bryanton explained that if he were to re-post the position it would take at least one month to fill. Comm. Copedge would like information regarding the hiring pool for this position. Ms. Lannoye agreed to provide the information. Comm. Celentino

asked if this would automatically be posted internally. Ms. Lannoye stated there could be current employees in the latest applicant pool. Comm. Celentino asked if the .5 FTE position would be located in Mason or Lansing. Mr. Bryanton stated both locations.

Ms. Auer clarified that this is an entry level position and not an internal promotional opportunity. She also stated that the UAW was in support of the .5 FTE position because this would allow current employees to take their contractual lunch hour, breaks and vacation time. Mr. Bryanton noted that the hours for the .5 FTE position would be from 10:00 or 10:30 a.m to 2:00 or 2:30 pm to cover lunch hour and breaks.

Comm. Vickers expressed his concern that he is placing a .5 FTE in a 1 FTE position. Mr. Bryanton stated that he would only be filling the 1 FTE position with a .5 FTE time position, and if he decided that it needed to be a .75 FTE position he would have to come back to the Board of Commissioners for approval to increase the time. Mr. Bryanton explained the need to keep the 1 FTE to avoid reorganization, and to be prepared for a change in the workload.

Comm. Grebner asked who keeps the Clerk's Office from making this .5 FTE position a full-time position since it is on the books as a 1 FTE position. Ms. Lannoye stated that would be the Human Resources, Payroll and Budget Departments who would most likely discover the fact, but it could go unnoticed for a period of time. Comm. Grebner noted that by approving the request there would only be a promise from the County Clerk that the 1 FTE position would remain on the books as such and filled with a .5 FTE until approved otherwise by the Board of Commissioners. Mr. Bryanton, County Clerk agreed that one of the two positions requested would be filled with a person working no more than half-time, and agrees that if this .5 FTE position is to become more than a .5 FTE position he will present a new resolution to the Board of Commissioners for their approval.

The Commissioners agreed that the approval of this request was based on the 1 FTE position listed on the books being filled with a .5 FTE as agreed by the Clerk, and if the hours of work should change it would be necessary for the Clerk to present a new resolution to the Board.

MOTION CARRIED UNANIMOUSLY.

4. 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. SCHOR, SUPPORTED BY COMM. CELENTINO, TO APPROVE THE RESOLUTION GRANTING THE PARKS & RECREATION COMMISSION THE ABILITY TO APPROVE FUTURE VISITOR INCENTIVE PROGRAMS AT THE POTTER PARK ZOO.

Comm. Schor noted that the resolution did not identify the holidays in the THEREFORE BE IT RESOLVED.

MOVED BY COMM. SCHOR, SUPPORTED BY COMM. DRAGONETTI, TO AMEND THE RESOLUTION BY ADDING FOR MOTHER'S DAY, FATHER'S DAY, AND GRANDPARENT'S DAY FOR INGHAM COUNTY RESIDENTS WHERE MOTHERS, FATHERS, AND GRANDPARENTS AFTER THE WORD FEES IN THE THEREFORE BE IT RESOLVED AND CHANGING THE WORD RECEIVED TO RECEIVE.

TO READ AS FOLLOWS:

THEREFORE BE IT RESOLVED, the Board of Commissioners grants the Parks & Recreation Commission the ability to approve visitor incentive programs at the Potter Park Zoo as it relates to Zoo admission fees **for Mother's Day, Father's Day, and Grandparent's Day for Ingham County residents where Mothers, Fathers, and Grandparents receive** free entrance on the recognized holiday after the consideration and recommendation of the Zoo Board.

THIS WAS ACCEPTED AS A FRIENDLY AMENDMENT.

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

5. Health Department
 - a. Recommendation to Start the Community Health Care Services Medical Director at Step 5

MOVED BY COMM. SCHOR, SUPPORTED BY COMM. CELENTINO, TO APPROVE THE RECOMMENDATION TO START THE COMMUNITY HEALTH CARE SERVICES MEDICAL DIRECTOR AT STEP 5.

Dr. Sienko explained that the person filling this position would work half-time in administration and half-time as a "white-coat" doctor. He further explained that after the interviews Dr. McGlew had more administrative and "white-coat" doctor experience compared to the other applicants. Dr. Sienko stated that Dr. McGlew would be earning less than what she earned previously. There was a brief discussion of all the applicants and their qualifications.

Comm. De Leon asked if there was a current employee who could fill the position. Dr. Sienko explained that the person who is qualified wanted to remain at the clinics. Comm. Copedge asked if there were other qualified applicants in the hiring pool willing to take less, and how many people applied. Dr. Sienko explained that another applicant had been offered the position but turned it down, and he was unsure of the total number of applicants because those interviewed were forwarded from the Human Resources Department. He noted that because the position is both administration and doctor it is difficult to find qualified applicants in the salary range offered. He noted that the salary is not competitive for this type of position. Someone from the Human Resources Department will provide Comm. Copedge with details of the hiring pool for this position. Comm. Vickers asked where the jobs are posted. Ms. Rutkowski stated at last count it has been posted in approximately 1,400 different places including universities.

Comm. Dragonetti asked how the position is funded. Dr. Sienko stated by the Federally Qualified Health Center (FQHC), grants, revenue and the general fund. Dr. Sienko expressed his concern to fill the position and compliance to the County's FQHC status. There was a brief discussion regarding the FQHC.

The Commissioners expressed their economic concerns of starting new employees at the higher salary range and hiring freeze waivers stating there will be more no's in the future to avoid future economic problems.

MOTION CARRIED with Comm. Vickers Voting "no".

7. Controller/Administrator's Office - Resolution Updating Various Fees for County Services

Ms. Lannoye informed the Committee that this was a draft for discussion purposes. The Committee discussed the resolution regarding various fees and costs.

Comm. Dragonetti asked if the fees are adjusted every year. Ms. Lannoye explained they are reviewed every year but may not be changed every year. Mr. Bennett explained that the Park Fees for the use of the County Shelters (pavilions) has not been changed in about 10 years. He noted the change this year is competitive to other community's shelter fees.

Announcements

None.

Public Comment

None.

8. Controller/Administrator's Office – Closed Session – Personnel Issue - Attorney Peter Cohl

MOVED BY COMM. CELENTINO, SUPPORTED BY COMM. COPEdge, TO BEGIN CLOSED SESSION FOR THE PURPOSE OF DISCUSSING A PERSONNEL ISSUE.

MOTION CARRIED WITH THE FOLLOWING ROLL CALL VOTE: YEAS, CHAIRPERSON DE LEON, COMM. COPEdge, COMM. CELENTINO, COMM. SCHOR, COMM. VICKERS, AND COMM. DRAGONETTI.

The Committee returned to regular session.

The meeting adjourned at approximately 8:31 p.m.

Respectfully submitted,

Julie Buckmaster

MAY 17, 2011 COUNTY SERVICES AGENDA STAFF REVIEW SUMMARY

HIRING FREEZE

5a.) The Controller is recommending approval of the following hiring freeze and hiring delay request:

Controller/Administrator—Request to waive the hiring freeze and hiring delay for Controller's Administrative Assistant.

ACTION ITEMS

1.) 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.

2a.) 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.

2b.) 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.

2c.) 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.

3.) 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, Trebilock, Davis & Dunlap.

4a.) 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.

4b.) 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.

4c.) 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.

5b.) Controller/Administrator—*Resolution Updating Various County Fees for 2012*

The Controller's Office annually proposes adjustments to various county fees as part of the budget development process. Each of the liaison committees had a chance to review the proposed fees for their area. The County Services Committee is being asked to finalize their review and approve the recommended fees for department and agencies under their jurisdiction.

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 | e 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.

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 3

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 4a

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 4b

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: | 2011-6160 |

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: <input type="text" value="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 4c

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

May 11, 2011

TO: County Services Committee
FROM: Mary Lannoye., Controller/Administrator
RE: Request to Waive Hiring Delay

As you may be aware, my Administrative Assistant, Linda Sjolund is retiring effective June 24, 2011. This position is vital to the effective operation of the Controller/Administrator's Office.

No one is in a better position to assume the duties of this position than the Administrative Assistant for the Deputy Controller, Jill Bauer. Linda and Jill have worked very closely together for the last year and a half and Jill is the best person to take on the responsibilities of my Administrative Assistant.

It would be my intent and request, upon the retirement of Linda Sjolund, to immediately promote Jill Bauer into Linda's position. If I did not promote her into the position, I would still be asking her to assume the responsibilities, would need to adjust her pay on a temporary basis and then promote her into the position. It does not seem reasonable to give anyone the impression the position will be a competitive process when the intent will be to promote Ms. Bauer.

I will evaluate and bring forth my recommendation as to how to back fill Ms. Bauer's duties as a part of the budget development process.

Thank you for your consideration of this request. I will be available if there are questions.

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 Penquin 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% |