

CHAIRPERSON  
MARK GREBNER

VICE-CHAIRPERSON  
DEB NOLAN

VICE-CHAIRPERSON PRO-TEM  
DON VICKERS

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

## INGHAM COUNTY BOARD OF COMMISSIONERS

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

THE FINANCE COMMITTEE WILL MEET ON WEDNESDAY, MARCH 2, 2011 AT 5:30 P.M., IN THE PERSONNEL CONFERENCE ROOM (D & E), HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING.

### Agenda

Call to Order

Approval of the [February 16, 2011](#) Minutes

Additions to the Agenda

Limited Public Comment

1. Prosecuting Attorney's Office - Resolution to Authorize a [Reorganization](#) within the Prosecuting Attorney's Office - Phase Two
2. Treasurer's Office - Resolution to Authorize [Reorganization](#) within the Treasurer's Office
3. Health Department
  - a. Resolution to Amend the Ingham County [Sanitary Code](#) by Adding Chapter VIII to Approve Regulations Governing the Identification and Disclosure of Toxic, Hazardous, or Polluting Materials
  - b. Resolution to Adopt the [2011 Fees](#) for Chapter VIII of the Ingham County Sanitary Code (Pollution Prevention Regulation)
  - c. Resolution to Authorize a Contract with [Health Management Associates](#) to Assist with Health Plan Management Services' Strategic Planning
4. Parks & Recreation Commission
  - a. Resolution Authorizing a Contract with [Supreme Rental](#) to Provide Portable Restroom Services at Various Ingham County Parks and the Fairgrounds
  - b. Resolution Authorizing a Contract with [Century Construction, LLC](#) for Roof Replacement on Four Buildings at Burchfield Park
  - c. Resolution Authorizing the Addition of the [Feline House](#) Shift Door Replacement to the Potter Park Zoo 2011 Capital Improvement Budget
5. Facilities Department - Resolution Authorizing the [Chiller](#) Replacement at the Hilliard Building to be Performed by Matrix Consulting Engineers, Inc.
6. Management Information Services - Resolution to Approve the Addition and Renewal of the Hardware Maintenance Agreement from [Service Express, Inc.](#) for 36-Months

7. Controller/Administrator's Office
  - a. Resolution Authorizing a Part-Time Temporary Position at the Ingham County [Fairgrounds](#)
  - b. Resolution Establishing the [Budget Calendar](#) for 2012
  
8. Board of Commissioners
  - a. Resolution Creating a Public Act 88 [Task Force](#)
  - b. Resolution Calling on the State of Michigan to Preserve [Revenue Sharing](#) for Counties

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](http://www.ingham.org).

FINANCE COMMITTEE  
February 16, 2011  
Minutes

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

Members Absent: None

Others Present: Teri Morton, Eric Schertzing, Dean Sienko, Tom Shewchuk, Peggy Roberts and Willis Bennett

The meeting was called to order by Chairperson Schor at 5:38 p.m. in the Personnel Conference Room "D & E" of the Human Services Building, 5303 S. Cedar Street, Lansing.

Approval of the February 3, 2011 Minutes

The February 3, 2011 Minutes were approved as submitted.

Additions to the Agenda

None.

Limited Public Comment

None.

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

1. Treasurer's Office
  - a. Resolution Authorizing 2011 Administrative Fund
  - b. 2011 Borrowing Resolution (2010 Delinquent Taxes)
  
3. Animal Control
  - a. Resolution Authorizing an Agreement with the United States Department of Agriculture Office of Inspector General for the Purpose of Receiving Reimbursable Costs for Providing Resources for a Joint Dog Fighting Operation
  - b. Resolution Authorizing an Agreement with the Michigan Department of Agriculture for the Purpose of Receiving Reimbursable Costs for Providing Spay/Neuter Surgeries to Animals at Ingham County Animal Control
  
4. Health Department - Resolution Authorizing Contracts to Distribute County Urban Redevelopment Funds
  
6. Board of Commissioners - Resolution to Amend Resolution #05-295, which Delegates Certain Authority to the Ingham County Parks and Recreation Commission

MOTION CARRIED UNANIMOUSLY. Absent: Comm. Bahar-Cook

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

MOTION CARRIED UNANIMOUSLY. Absent: Comm. Bahar-Cook

1. Treasurer's Office
  - c. Resolution to Authorize Additional Imprest Funds for the Jail's New Inmate Trust Debit Card System

MOVED BY COMM. DOUGAN, SUPPORTED BY COMM. NOLAN, TO APPROVE THE RESOLUTION TO AUTHORIZE ADDITIONAL IMPREST FUNDS FOR THE JAIL'S NEW INMATE TRUST DEBIT CARD SYSTEM.

Comm. Dougan asked if this account would build up its own money or is this a break even account. Mr. Schertzing stated a break even account.

Mr. Schertzing provided a home marketing flyer and a year end inventory of Land Bank Authority owned properties. He noted that accounting is done by parcel. Comm. Grebner asked for a pro-forma balance sheet, and an itemization of the top 20 properties owned including an estimate of their value. Mr. Schertzing agreed and stated more details will follow. There was a brief discussion of property types, marketing, debt obligation, and sales including the uses of the properties purchased from the Land Bank Authority.

Comm. Nolan asked about the County capturing taxes from the training school. Mr. Schertzing advised the Committee that he had not read the referral, but, it is his assumption that this is an amendment because the property is already in a Brownfield capture district. Comm. Nolan asked if there is an option to say no. Comm. Schor explained that it is State law that once the Brownfield is in place there is not an opt-out option. Mr. Schertzing stated that was correct.

(Comm. Bahar-Cook arrived at 5:43 p.m.)

MOTION CARRIED UNANIMOUSLY.

MOVED BY COMM. DOUGAN, SUPPORTED BY COMM. NOLAN, TO SUSPEND THE BOARD RULES TO ALLOW COMM. BAHAR-COOK TO VOTE ON THE CONSENT AGENDA AND MINUTES.

MOTION CARRIED UNANIMOUSLY.

Comm. Bahar-Cook voted yes to approve the minutes and the consent agenda.

2. Ingham County Prosecutor's Office - Resolution to Authorize a Juvenile Accountability Block Grant Program Award from the Michigan Department of Human Services and Sub-Contract with the Dispute Resolution Center of Central Michigan

MOVED BY COMM. MCGRAIN, SUPPORTED BY COMM. DOUGAN, TO APPROVE THE RESOLUTION TO AUTHORIZE A JUVENILE ACCOUNTABILITY BLOCK GRANT PROGRAM AWARD FROM THE MICHIGAN DEPARTMENT OF HUMAN SERVICES AND SUB-CONTRACT WITH THE DISPUTE RESOLUTION CENTER OF CENTRAL MICHIGAN.

Comm. Dougan asked Ms. Morton if the contract is primarily with the Dispute Resolution Center, and if they work with every school district in the County. He expressed his concern over children in areas not covered falling through the cracks. Comm. Bahar-Cook stated from her knowledge on the Judiciary Committee that Dispute Resolution it is not available County wide. She noted some school districts were not interested in the program, and was not certain which schools did not participate. Ms. Morton stated she will provide the Committee with a list of schools that do not participate, and what happens to the children where there is no participation.

Comm. Tsernoglou asked if this was a form of diversion. Comm. Bahar-Cook stated that this program is an alternative program. She explained that instead of the adjudication process both the victim and perpetrator agree to go through a resolution process where they jointly talk about what happened, recognize what harm was done, and both agree on the resolution to move forward. There was a conversation of various diversion programs, and clarifying that this program is for non-adjudicated youth.

MOTION CARRIED UNANIMOUSLY.

5. Management Information Services Department - Resolution to Approve the Purchase of Purewire Web Security Services from Fishnet Security

MOVED BY COMM. DOUGAN, SUPPORTED BY COMM. MCGRAIN, TO APPROVE THE RESOLUTION TO APPROVE THE PURCHASE OF PUREWIRE WEB SECURITY SERVICES FROM FISHNET SECURITY.

Comm. Dougan asked why this was less expensive. Mr. Shewchuk stated because of the extended contract period, and because technology becomes less expensive over time. Mr. Schewchuk explained this was an internet filtering service, and using this security allows the County to track internet sites visited on and off-site.

MOTION CARRIED UNANIMOUSLY.

7. Controller/Administrator's Office - Resolution to Authorize Entering into a Contract with Williamstown Township in Order to Provide One Time Funding to Supplement Police Services to County Residents

MOVED BY COMM. NOLAN, SUPPORTED BY COMM. TSERNOGLOU, TO APPROVE THE RESOLUTION TO AUTHORIZE ENTERING INTO A CONTRACT WITH WILLIAMSTOWN TOWNSHIP IN ORDER TO PROVIDE ONE TIME FUNDING TO SUPPLEMENT POLICE SERVICES TO COUNTY RESIDENTS.

Comm. Schor stated there was a question of the wording “qualified” Deputy which has become a non-issue because Ms. Morton informed the Committee that all the deputies have either returned to work or have been hired to work elsewhere.

The Committee discussed the level of police service and reserved funding.

Comm. Tsernoglou expressed her concern of the wording “laid-off Deputies” in the resolution because currently there are no laid-off Deputies. Comm. Schor expressed his concern that if a Deputy is under employed is that considered no longer laid off. Comm. Grebner stated the County does not guarantee employment; furthermore, details can be amended if and when it becomes necessary because of the requirement to contract for services.

MOTION CARRIED UNANIMOUSLY.

8. Board Referrals

- a. Notice of Hearing from Delhi Charter Township Regarding Application for Industrial Facilities Exemption Certificate and an Application for Exemption of New Personal Property from XG Sciences, Inc.
- b. Notice of Public Hearing from City of Lansing Regarding Brownfield Plan #5d East Village Brownfield Redevelopment Plan

The Board Referrals were received and placed on file.

Announcements

Comm. Nolan and Mr. Bennett informed the Committee that there is a potential for a public snow board park which will require a \$30,000 loan over a 2-year period from the County. They will provide details and a business plan in the next few weeks.

Comm. Schor informed the Committee that tomorrow there will likely to be large cuts in revenue sharing.

Public Comment

None.

The meeting adjourned at approximately 6:26 p.m.

Respectfully submitted,

Julie Buckmaster

## **MARCH 2, 2011 FINANCE AGENDA STAFF REVIEW SUMMARY**

### **RESOLUTION ACTION ITEMS:**

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

1. Prosecuting Attorney - *Resolution to Authorize a Reorganization within the Prosecuting Attorney's Office*

Over the past few years the Board has authorized reorganizations within the Prosecuting Attorney's office primarily related to efficiencies associated with implementation of the paperless conversion process. To date these reorganizations were estimated to have saved the County approximately \$275,676 per year. Pursuant to Article 33 of the UAW contract, the union requested a job evaluation of six (6) positions within the bargaining unit. Human Resources conducted the audit and recommends job description changes for all six positions and classification upgrades for four (4) of the positions. The net cost increase is estimated at \$25,719 per year, and \$13,697 for 2011. Copies of the new job descriptions are available upon request but were not included in the packet due to the sheer volume of paper.

2. Treasurer - *Resolution to Authorize a Reorganization within the Treasurer's Office*

The Treasurer is requesting reorganization associated with increased responsibilities in the Land Bank and the Brownfield Authority. The reorganization reflects the increased responsibilities of the unit due to the increase in the number of properties in the tax foreclosure process and the increase in parcels for the Brownfield Authority. The Human Resources department has reviewed the proposed job descriptions and recommends approval so as to more accurately reflect the duties and responsibilities of the Land Bank Coordinator and the Brownfield Coordinator. These positions are funded by a combination of sources including the Land Bank, Delinquent Tax Revolving Fund, and the Brownfield Authority.

3(a). Health Department - *Resolution to Amend the Ingham County Sanitary Code by Adding Chapter VIII to Approve Regulations Governing the Identification and Disclosure of Toxic, Hazardous, or Polluting Materials*

This resolution establishes an Ingham County Pollution Prevention Regulation by approving an amendment to the Ingham County Sanitary Code. This regulation will move existing pollution prevention efforts from a voluntary system supported through County general funds to a regulation that would be cost-shared by the County and the businesses being regulated. Presently, the Health Department employs three environmental health professionals who deliver the services needed to implement the field compliance portion of this proposed regulation. The regulation will take effect and be implemented by the Health Officer 45 days after the date of this Resolution.

3(b). Health Department - *Resolution to Adopt the 2011 Fees for Chapter VIII of the Ingham County Sanitary Code (Pollution Prevention Regulation)*

This resolution will establish the 2011 fees for the Pollution Prevention Regulation. The target cost recovery percentage for the reporting and inspection fees is set at 75 percent by this resolution. Approximately \$246,000.00 additional revenue will be generated if the fees are set at this level, meeting and exceeding the target set by the 2011 budget.

3(c). Health Department - *Resolution to Authorize a Contract with Health Management Associates to Assist with Health Plan Management Services' Strategic Planning*

This resolution authorizes a contract with Health Management Associates to develop a strategic plan for Health Plan Management Services (HPMS) and explore revenue generating opportunities available under Health Care Reform. In 2014, many County Health Plan members will transition to Medicaid, which may result in a significant decrease to HPMS operations and revenue, unless proactive steps are taken to generate new sources of revenue. The period of the agreement will be from March 1, 2011 through September 30, 2011 and the cost will not exceed \$12,500. There are currently budgeted contractual funds within HPMS for this agreement.

4(a). Parks - *Resolution Authorizing a Contract with Supreme Rental to Provide portable Restroom Services at Various Ingham County Parks and the Fairgrounds*

This resolution authorizes a five year contract to provide restroom services at various parks and the Fairgrounds in an amount not exceed \$8,985. Supreme Rental is a local vendor that matched the low bid for the Parks portion of the RFP. Please refer to the memorandums from Willis Bennett and Jim Hudgins for additional information.

4(b). Parks - *Resolution Authorizing a Contract with Century Construction, LLC for Roof Replacement on Four Buildings at Burchfield Park*

This resolution would authorize a contract for roof replacements at four (4) buildings in Burchfield Park including the Woodsong shelter, beach restroom, ranger room building, and the tractor shed in an amount not to exceed \$9,614. The proposed replacements are consistent with the Parks replacement plan for building roofs. Century Construction is a local vendor that matched the low bid. Please refer to the memorandums from Willis Bennett and Jim Hudgins for additional information.

4(c). Parks - *Resolution Authorizing the Addition of the Feline House Shift Door Replacement to the Potter Zoo 2011 Capital Improvement Budget*

The resolution authorizes this new project to the Zoo CIP and the transfer of funds from the Zoo millage fund balance to the appropriate capital improvement account. This project is necessary to prevent safety issues associated with zoo keepers having to shift big cats form one area to another to perform general cleaning, care and training. Please refer to the memorandum from Willis Bennett for additional information.



5. Facilities - *Resolution Authorizing the Chiller Replacement at the Hilliard Building to be Performed by Matrix Consulting Engineers, Inc.*

The resolution would authorize a contract for engineering services at a cost not to exceed \$9,200. Matrix Engineers is a local vendor and was the low bid. This project was included in the 2011 Capital Improvement Plan.

6. Management Information Services - *Resolution to Approve the Addition and Renewal of the Hardware Maintenance Agreement from Service Express, Incorporated for 36-Months*

The MIS Department recommends a 3 year contract extension with Service Express to provide maintenance services for critical hardware in the Data Center. Service Express was the low bid. Please refer to Tom Shewchuk's memorandum for additional information.

7(a). Controller/Administrator's Office - *Resolution Authorizing a Part-Time Position at the Ingham County Fairgrounds*

The Fair Director, Barb Hensinger has announced her resignation as of March 31, 2011. In order to ensure a smooth transition and the maintenance of day to day operations at the Fair, the Controller is recommending the creation of a part-time Manager's position. The position would be paid at the rate of \$25 per hour and would work up to 25 hours per week until such time as a permanent replacement is hired. The executive committee of the Fair Board met on Wednesday, February 23, 2011 and recommends approval of this resolution.

7(b). Controller/Administrator's Office - *Resolution Establishing the Budget Calendar for 2012*

As provided by Public Act 621 of 1978, this resolution will establish the schedule for preparation of the 2012 budget. The only notable change from last year's schedule is that the Liaison and Finance Committees' budget hearing dates have been established as part of the Board Calendar.

**OTHER ACTION ITEMS:**

8(a). Board of Commissioners - *Resolution Creating a Public Act 88 Task Force*

8(b). Board of Commissioners - *Resolution Calling on the State of Michigan to Preserve Revenue Sharing*

**MEMO**

TO: County Services and Finance Committee

FROM: Lisa McCormick, Chief Assistant Prosecutor

RE: Reorganization of the Prosecutor's Office

DATE: February 23, 2011

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This memo sets out the overall savings of the Reorganization of the Prosecutor's office. The Prosecutor's office set out to reorganize the office due to the overall budget deficit facing the county and the needs of the office to go paperless. This process has led to reductions in staffing, higher level of efficiency, and a reduction of the office's overall budget.

The Prosecutor's office started the process with Resolution # 09-213. This resulted in the loss of an Assistant Prosecuting Attorney, the Office Administrator and the Administrative Assistant. This office replaced these positions with three (3) other positions at a lower classification resulting in a savings to the county of \$85,766. Once we implemented the paperless project we were able to further reduce staffing (Resolution 10-280) by two and three quarters (2 ¾) FTE's resulting in a savings of \$189,910. Due to both of these resolutions the net savings to the county was \$275,676. These resolutions effectively eliminated middle-management positions.

Pursuant to the UAW Collective Bargaining Agreement, when there is a reorganization the UAW can request Human Resources to look at the UAW job descriptions and make any changes due to the reorganization. Due to the loss of middle-management positions it was necessary to give four (4) positions additional duties which were evaluated by Human Resources and pointed out appropriately. Two (2) other positions were changed but have no economic ramifications. Both the UAW and the Ingham County Prosecutor agree with Human Resource's analysis, which costs the county an additional \$25,719.

**Results**

Initial Cost Savings to County due to Re-organization	275,676
Re-evaluation by Human Resources	-25,719
Total Cost Savings to the County	249,957

**Summary: Prosecuting Attorney Reorganization**

**Long-Term Cost**

Current Job Title	Position #	Employee	Employee #	Current Pay Grade	Current Cost	New Job Title	New Pay Grade	New Cost	Difference
Assistant to Chief APA	229119	Rebecca Taylor	6078	UAW G	\$70,364	Assistant to Chief APA	UAW J	\$80,259	\$9,895
Clerk	229041	Helen Todd	2083	UAW D	\$60,891	Receptionist/ Clerk	UAW D	\$60,891	\$0
District Court Coordinator	229037	Gladys Woodward	1429	UAW E	\$63,843	Lead Clerk	UAW E	\$63,843	\$0
Intake Coordinator	229040	Sally Auer	2057	UAW G	\$63,797	Intake Coordinator	UAW J	\$73,763	\$9,966
Warrant Clerk	229056	Jacqueline Murphy	1842	UAW F	\$65,126	Warrant Clerk	UAW G	\$68,055	\$2,929
Warrant Clerk	229044	Theresa Maier	2336	UAW F	\$65,126	Warrant Clerk	UAW G	\$68,055	\$2,929

Total Long-Term Cost: \$25,719

**2011 Cost**

Current Job Title	Position #	Employee	Employee #	Current Pay Grade	Current Cost	New Job Title	New Pay Grade	New Cost	Difference
Assistant to Chief APA	229119	Rebecca Taylor	6078	UAW G	\$68,013	Assistant to Chief APA	UAW J	\$72,142	\$4,129
Clerk	229041	Helen Todd	2083	UAW D	\$60,891	Receptionist/ Clerk	UAW D	\$60,891	\$0
District Court Coordinator	229037	Gladys Woodward	1429	UAW E	\$63,843	Lead Clerk	UAW E	\$63,843	\$0
Intake Coordinator	229040	Sally Auer	2057	UAW G	\$63,797	Intake Coordinator	UAW J	\$67,713	\$3,916
Warrant Clerk	229056	Jacqueline Murphy	1842	UAW F	\$65,126	Warrant Clerk	UAW G	\$67,952	\$2,826
Warrant Clerk	229044	Theresa Maier	2336	UAW F	\$65,126	Warrant Clerk	UAW G	\$67,952	\$2,826

Total 2011 Cost: \$13,697

**Agenda Item 1**

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO IMPLEMENT THE EVALUATION OF THE 2009 PROSECUTING ATTORNEY'S OFFICE PHASED REORGANIZATION**

WHEREAS, the Ingham County Board of Commissioners authorized a phased re-organization in the Prosecutor's Office by Resolutions #09-213 and #09-280 which included the elimination of a Management Position, specifically the Office Administrator; and

WHEREAS, the UAW, pursuant to UAW Article 33 et seq., has requested an evaluation of the re-organization results; and

WHEREAS, the Human Resources Department conducted a Job Evaluation audit with the UAW Officials and the Prosecuting Attorney's Management team; and

WHEREAS, the analysis determined a need to address structural (classification) changes in five (5) positions affecting six (6) incumbents.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the following positions to be changed as recommended:

<b>Existing Position</b>	<b>Current</b>	<b>Recommended</b>	<b>New</b>	<b>Position #</b>
Assistant to Chief APA	UAW G	Assistant to Chief APA	UAW J	229119
Clerk, PA's Office	UAW D	Receptionist/Clerk	UAW D	229041
District Court Coord	UAW E	Lead Clerk, PA's Office	UAW E	229037
Intake Coordinator	UAW G	Intake Coordinator	UAW J	229040
Warrant Clerk	UAW F	Warrant Clerk	UAW G	229056
Warrant Clerk	UAW F	Warrant Clerk	UAW G	229044

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners adopts the Prosecuting Attorney's Office request for re-organization.

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

## Agenda Item 2

February 14, 2011

TO: County Services and Finance Committees  
FROM: Eric Schertzing, Ingham County Treasurer  
RE: Treasurer's Office Reorganization

The Treasurer's Office has identified a need to reorganize. This functional reorganization will streamline processes and allow the office to better manage the Land Bank's increased volume and inventory. This reorganization has zero impact on General Fund money. The positions are funded by the Land Bank Authority, Brownfield Authority and the Tax Revolving Fund.

### **Financial Implications:**

From PRO 02 to PRO 06  
From PRO 03 to PRO 06

Consistent with Commissioner Instructions, costs are calculated on maximum salary compensation amount.

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE REORGANIZATION WITHIN THE  
TREASURER'S OFFICE**

WHEREAS, the Ingham County Treasurer desires to reorganize functions within the Office due to increased and realigned responsibilities; and

WHEREAS, with the growth in the Ingham County Land Bank and the increase in the number of parcels in the tax foreclosure process and increase in parcels having implications for the Brownfield Authority, the Ingham County Treasurer finds it necessary to reorganize functions within his office to meet the increased demand and realign duties and responsibilities; and

WHEREAS, with the growth of the Ingham County Land Bank and the increase in the number of properties in the tax foreclosure process and the increase in parcels having implications for the Brownfield Authority, the Treasurer's Office has two (2) positions in need of functional reorganization; and

WHEREAS, the Ingham County Treasurer, due to the growth of the Ingham County Land Bank and increase in the number of properties in the tax foreclosure process and the increase in parcels having implications for the Brownfield Authority, finds it necessary to create a new position to more accurately reflect the increase in the complexity of duties and responsibilities, replacing the Tax Forfeiture/Foreclosure Coordinator position with the new position of Land Bank Coordinator (position #253011); and

WHEREAS, the Ingham County Treasurer, due to the growth of the Ingham County Land Bank and the increase in the number of properties in the tax foreclosure process and the increase in parcels having implications for the Brownfield Authority, finds it necessary to revise the job description to more accurately reflect the increase in the complexity of duties and responsibilities of the Brownfield Coordinator (position #253012); and

WHEREAS, the Ingham County Treasurer drafted new job descriptions to more accurately reflect the duties and responsibilities of the new Land Bank Coordinator (Exhibit A) and the Brownfield Coordinator (Exhibit B); and

WHEREAS, the Human Resources Department and the ICEA County Professional Union have reviewed and approved the new job descriptions; and

WHEREAS, the Human Resources Department conducted a Job Point Evaluation audit for the new job description for Land Bank Coordinator and the revised job description for Brownfield Coordinator; and

WHEREAS, the Human Resources Department determined that the job description for Land Bank Coordinator (position #253011) and Brownfield Coordinator (position #253012) should appropriately be placed at ICEA County Professional Grade -- PRO 6 FY 2011 \$45,546-54,677); and

WHEREAS, the ICEA County Professional Union has no objection to the reclassification to Grade PRO 6 for both positions; and

WHEREAS, the Land Bank has no objection to the reclassification to Grade PRO 6 for both positions; and

WHEREAS, the Land Bank Coordinator position is funded with a combination of Land Bank Authority funds and Tax Revolving Funds and the Brownfield Coordinator is funded with a combination of Brownfield Authority funds and Land Bank Authority funds; and

WHEREAS, the proposed reorganization has zero impact on the General Fund; and

WHEREAS, immediate effect of the reorganization is requested.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners grants authorization to implement the Treasurer's departmental reorganization as presented:

<b><u>Position Number</u></b>	<b><u>Current Grade</u></b>	<b><u>Proposed Grade</u></b>
253012	PRO 03	PRO 06
253011	PRO 01	PRO 06

BE IT FURTHER RESOLVED, that the County's hiring freeze and hiring delay be waived for the positions involved in this reorganization.

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

INGHAM COUNTY  
JOB DESCRIPTION

LAND BANK COORDINATOR  
*(Treasurer's Office)*

**General Summary:**

Under the supervision of the County Treasurer, Chief Deputy Treasurer and Land Bank Executive Director, coordinates all post-foreclosure aspects of P.A. 123 of 1999, including vacating occupied structures, local government action, public auctions and property title transfers, ensuring statutory compliance at all times.

Utilizing generally accepted accounting principles and knowledge of project-based fund accounting, maintains accurate financial records for the Land Bank. Maintains a high level of concentration and attention to detail in order to minimize financial and other liability. Facilitates termination of legal property rights for delinquent land contract purchasers and renters.

**Essential Functions:**

- 1) Frequently communicates with the public and local governments, vocally and in writing, gathering information and explaining statutory processes as well as organizational procedures as they relate to specific and often complex individual situations.
- 2) Supervises the Land Bank's Property Maintenance Coordinator, including planning, assigning and checking of work and making recommendations regarding personnel decisions to the Executive Director and Chairman.
- 3) Solicits bids, awards contracts, and assigns and checks work of vendors.
- 4) Interprets established policies, procedures and statutory requirements, using discretion to select the most appropriate course of action for individual situations.
- 5) Spends significant time gathering and organizing property data and information from a wide variety of sources including local assessing records, county equalization records, Register of Deeds documents, county foreclosure files and legal documents to be used in the strategic, long-term planning of Land Bank projects.
- 6) Coordinates operation and maintenance of Land Bank website.
- 7) Performs accounting functions associated with multi-million dollar budget including accounts payable and receivable, cash receipting, payroll, escrow items and annual audit process. Failure to maintain accurate records has the potential to result in the Land Bank forfeiting millions of dollars in federal funds.



- 8) Coordinates with legal counsel to facilitate land contract forfeitures and foreclosures, demands for possession and evictions, including completing and serving court documents and participating in legal proceedings.
- 9) Makes periodic site visits/inspections to various properties either in the Land Bank inventory or in the tax foreclosure process, including construction sites and sub-standard or dilapidated structures.
- 10) Develops and maintains personal knowledge of properties in the tax foreclosure process and Land Bank inventory.
- 11) Drafts and records deeds and other property documents.
- 12) Functions as recorder for Land Bank Fast Track Authority meetings ensuring timely and accurate preparation of minutes.
- 13) Functions as the Freedom of Information Act Coordinator for the Land Bank.
- 14) Orders and maintains inventory of office supplies and other equipment.
- 15) Maintains confidential personnel records for Land Bank.

**Other Functions:**

- 16) Performs a variety of other functions and duties as assigned.

*(The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.)*

**Employment Qualifications:**

**Education:**

Bachelor's Degree in a related field. Legal and/or accounting background/experience desired.

**Experience:**

A minimum of between two and three years of progressively more responsible or expansive experience is required. Between three and five years of progressively more responsible or expansive experience preferred.

**Other Requirements:**

Valid Michigan Driver's License and reliable transportation.  
Michigan Notary Public preferred

*(The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria.)*

**Physical Requirements:**

*(This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements.)*

Ability to enter and access information from a computer.

Ability to access office files.

Ability to operate a calculator.

Ability to lift and move objects weighing up to 25 pounds.

Ability to travel throughout the County.

Ability to visit properties to inspect and/or post notices, walking over uneven terrain, climbing stairs, bending, stooping and kneeling.

Regular prolonged sitting at a computer terminal.

**Working conditions:**

Works in both office and external settings. Work is periodically carried out in disagreeable conditions producing exposure to injuries such as minor burns, cuts, abrasions or falls beyond that of the typical office environment or contact with hostile or dangerous persons in an uncontrolled environment.

**BROWNFIELD COORDINATOR – Brownfield Authority and Land Bank Authority  
(Treasurer's Office)**

**General Summary:**

Under the supervision of the County Treasurer, Chief Deputy Treasurer, Land Bank Executive Director, and Brownfield Redevelopment Authority maintains accurate financial and development records for all Brownfield Plans, Land Bank projects and assists in planning and renovation of development sites. Activities include: documenting all actions, cost accounting, fund accounting functions associated with Land Bank and Brownfield projects, assisting with administrative processes of Brownfield redevelopment and Land Bank planning and responding to requests for information from public project participants and participating municipalities, maintaining a high level of concentration and attention to detail in order to minimize financial and other liability.

**Essential Functions:**

1. Maintain accurate records for all properties and prepares regular reports and financial statements. This includes parcel by parcel cost accounting, cash flow projections, actual and anticipated tax capture settlements and bonding. Failure to maintain accurate records has the potential to result in significant financial liability to the County.
2. Manage and oversee Land Bank renovation projects including material selection/procurement and functions as liaison with contractors and/or consultants.
3. Maintain client paperwork, process applications, and communicate with tenants of Land Bank rental properties. Complete annual certifications and monitoring/inspections with support agencies and local governments.
4. Supervise the Land Bank Property Maintenance Supervisor, including planning, assigning and checking of work and making recommendations regarding personnel decisions to the Executive Director and Chairman.
5. Spend significant time gathering and coordinating information and communicating with local authorities, developers and consultants for the strategic, long-term planning of Land Bank/Brownfield Authority projects.
6. Analyze legislation, economic development/brownfield tools and local land use policies and planning and apply to specific situations requiring a high degree of critical thinking.
7. Develop and maintain reporting documents concerning Brownfield redevelopment and Land Bank planning. Respond to inquires and interpret established policies, procedures and statutory requirements, using discretion to select the most appropriate course of action for individual situations.

8. Make periodic site visits and inspect properties throughout the County, including construction sites and sub-standard or dilapidated structures.
9. Develop and maintain personal knowledge of properties in Brownfield plans and Land Bank inventory.
10. Perform accounting functions associated with multi-million dollar budget including accounts payable and receivable, bank reconciliation and annual audit process. Failure to maintain accurate records has the potential to result in the Land Bank forfeiting millions of dollars in federal funds.
11. Serve as liaison with community partners and facilitate program implementation.
12. Develop informational brochures and marketing materials.
13. May be called regularly to attend and provide representation at meetings and community gatherings.

**Other Functions:**

14. Perform a variety of other functions and duties as assigned.

*(The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.)*

**Employment Qualifications**

**Education:** Bachelor's Degree in business, public administration or economic development related field desired. A minor in accounting desired.

**Experience:** A minimum of between two and three years of progressively more responsible or expansive experience is required. Between three and five years of progressively more responsible or expansive experience preferred.

**Other Requirements:**

Valid Michigan Driver's license and reliable transportation.  
Michigan Notary Public preferred

*The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria.*

**Physical Requirements:** *[This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements]:*

Ability to enter and access information from a computer.

Ability to access office files.

Ability to operate a calculator.

Ability to lift and move objects weighing up to 25 pounds.

Ability to travel throughout the County.

Ability to visit properties to inspect and/or post notices, walking over uneven terrain, climbing stairs, bending, stooping and kneeling.

Regular prolonged sitting at a computer terminal.

**Working Conditions:**

Works in both office and external settings. Work is periodically carried out in disagreeable conditions producing exposure to injuries such as minor burns, cuts, abrasions or falls beyond that of the typical office environment or contact with hostile or dangerous persons in an uncontrolled environment.

**MEMORANDUM**

**TO:** Human Service Committee

**FROM:** Dean Sienko, M.D., Health Officer

**DATE:** February 17, 2011

**RE:** Recommendation to Establish a Pollution Prevention Regulation (P2)

This is a recommendation to establish an Ingham County Pollution Prevention Regulation by approving an amendment to the Ingham County Sanitary Code.

The proposed Pollution Prevention Regulation will strengthen surveillance of toxic and hazardous substances used in Ingham County, help to assure that chemicals are stored appropriately, and ensure that proper pollution mitigation strategies are being implemented. The information collected from this regulation would be essential for emergency and disaster response, the safety of our first responders, and would form the foundation for pollution prevention and groundwater protection.

Furthermore, this regulation will move our pollution prevention efforts from a voluntary system supported through County general funds to a regulation that would be cost-shared by the County and the businesses being regulated. Presently, the Health Department employs three environmental health professionals who deliver the services needed to implement the field compliance portion of this proposed regulation.

As required, a public hearing on the proposed regulation was held on October 4, 2010 at the Human Services Committee meeting. A notice of the hearing appeared in the Lansing State Journal on Thursday, September 10, 2010—more than 10 days before the hearing as required—and the notice also appeared in the various Community Newspapers in the County. Moreover, the proposed regulation was tabled multiple times, either in Committee or from the full Board, in order to allow businesses to provide greater input. Multiple businesses that would be affected by this proposed regulation attended follow-on meetings, had conversations with ICHD staff, or expressed their interests in writing; we have considered all of their concerns and incorporated some into the current proposed regulation.

I strongly endorse this Pollution Prevention Regulation and encourage you to adopt this regulation as part of our Ingham County Sanitary Code. I believe this program is an essential environmental health program that protects the health, safety and well being of our citizens and our environment.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AMEND THE INGHAM COUNTY SANITARY CODE BY ADDING CHAPTER VIII TO APPROVE REGULATIONS GOVERNING THE IDENTIFICATION AND DISCLOSURE OF TOXIC, HAZARDOUS, OR POLLUTING MATERIALS**

WHEREAS, Ingham County has been implementing non-regulated Pollution Prevention Programs Governing the Identification and Disclosure of Toxic, Hazardous, or Polluting Materials since the 1980's to protect the ground waters of Ingham County that are our primary source of drinking water, and funding for said programs are paid for through general funding; and

WHEREAS, the Ingham County Health Department has a duty to continually and diligently endeavor to prevent disease, prolong life, and promote the public health through organized programs, including those aimed at the prevention and control of environmental health hazards; and

WHEREAS, the Department has determined through thirty years of non-regulated inspections of facilities that manufacture, store, use, or dispose of toxic, hazardous, or polluting materials that, by the measures required in this Regulation, such information can be obtained in a feasible manner and made accessible to the public and to emergency personnel in a way that will reduce disease, prolong life, prevent and control environmental health hazards, and protect the ground water of Ingham County; and

WHEREAS, the Department is aware that a great variety of toxic, hazardous, and polluting materials are manufactured, used, and stored within the County; and

WHEREAS, the Department is aware that emergency response personnel may encounter such substances both in natural and man-made emergencies; and

WHEREAS, the Department is aware through existing non-regulated Pollution Prevention (P2) programs that emergency personnel often lack sufficient access to the manufacturers of such substances, who could furnish more information to be used in handling such substances and treating persons who have come in contact with them; and

WHEREAS, the Department is aware that unless proper precautions are taken, such substances can cause disease, shorten life, and create environmental health hazards, both with respect to the general public and with respect to the emergency personnel working in the County on environmental and other emergencies; and

WHEREAS, the Michigan Public Health Code (MCL 333.2441) authorizes the local governing entity of a local health department (Ingham County Board of Commissioners for the Ingham County Health Department) to approve regulations adopted by the health department that are necessary or appropriate to implement or carry out the duties or functions vested by law in the local health department; and

WHEREAS, notice of a public hearing was given in accordance with Section 2442 of the Public Health Code (MCL 333.2442) not less than 10 days before the public hearing, and not less than 20 days before adoption of the regulation; and

WHEREAS, the Health Officer has notified the Board of Commissioners that notice of the scheduled public hearing was published in the Lansing State Journal on September 24, 2010 and has recommended that the Board of Commissioners approve the amendment to the Ingham County Sanitary Code which will add Chapter VIII and establish regulations governing the identification and disclosure of toxic, hazardous, or polluting materials.

THEREFORE BE IT RESOLVED, that the Board of Commissioners of the County of Ingham, Michigan, having reviewed the P2 regulations developed by the Health Department and the P2 ad hoc committee, and having considered the comments made at the public hearing on October 4, 2010, hereby approves an amendment to the Ingham County Sanitary Code by approving the addition of Chapter VIII (copy attached and incorporated by reference) being a regulation governing the identification and disclosure of toxic, hazardous, or polluting materials.

BE IT FURTHER RESOLVED, that Chapter VIII of the Ingham County Sanitary Code shall take effect and be implemented by the Health Officer 45 days after the date of this Resolution.

BE IT FURTHER RESOLVED, that fees shall be established by a separate resolution as set forth in Section 8.5 of the regulation.



# Ingham County Pollution Prevention Regulation

## Article I - Scope

This Regulation shall apply to facilities within Ingham County that use and/or store toxic, hazardous, or polluting substances.

This Regulation shall not apply to:

- A. A facility that manufactures, stores, or uses a toxic, hazardous, or polluting substance at a work area in an aggregate volume or quantity less than 56 gallons or four hundred fifty (450) pounds and shall not be required to include such substance on any inventory or to submit a status sheet on such substance(s); provided, however, the BEH may require reporting of toxic, hazardous, or polluting substances in lesser quantities if these substances are specified on the extremely hazardous substance list, 40 CFR 355.
- B. Substances contained in foods, drugs, cosmetics, tobacco products and consumer products held for retail sale;
- C. Agricultural operators;
- D. Boxed or bagged salt;
- E. Households;
- F. Universities and Colleges;
- G. Oil and gas exploration/production;
- H. Retail Automotive Service Stations (fuel only)
- I. Oil-containing electrical equipment
- J. Manufactured Items
- K. Ferrous and non-ferrous metals

## Article II - Definitions

As used in this Regulation, the following definitions shall apply:

- A. "Agricultural Operators" means a person or persons who engage(s) in farming.

- B. "Appeals Board" means Ingham County Board of Commissioners or its designated committee.
- C. "BEH" means the Bureau of Environmental Health, Ingham County Health Department.
- D. "Board" shall mean the Board of Commissioners of Ingham County.
- E. "CAS" shall mean the identification number assigned by the Chemical Abstract Service to chemical substances.
- F. "Chemical Name" means the scientific designation of a substance in accordance with the nomenclature systems developed by either the International Union of Pure and Applied Chemistry or the Chemical Abstract Service.
- G. "Common Name" means any designation or identification, such as a trade name or number or code name or brand name, used by a facility to identify a substance other than by its chemical name.
- H. "Container" means any receptacle either formed or flexible covering a liquid, solid, or gaseous substance, including, but not limited to, bag, barrel, bottle, box, can, cylinder, drum, carton, stationary or mobile storage tank, vessel or vat.
- I. "Emergency" means an intended or unintended release of a toxic, hazardous, or polluting substance from its container or containers (including, but not limited to, equipment failure or human error) if the release meets one or more of the following criteria:
1. The release constitutes a substantial threat to the health or life of a person or persons or constitutes a substantial threat to the environment.
  2. The release was not made pursuant to previously obtained license or permission from any government agency regulating discharges of toxic, hazardous, or polluting substances and was in an amount substantially greater than the amount the facility ordinarily releases in the routine course of manufacture, use or storage of the substance and said release may pose a threat to the public health or environment.
  3. A release which would require notification to the Director of the Michigan Department of Environmental Quality.
- J. "Employee" means any person who works with or without compensation in a work area.
- K. "Environment" means the air, water and land outside of a work area.
- L. "Facility" means all contiguous land, and structures, other appurtenances, and improvements on the land, used for treating, storing, or disposing of liquid industrial and/or hazardous waste and/or polluting materials and/or the party that owns or controls the facility.

- M. Ferrous and non-ferrous metals mean an item containing iron and/or metals other than iron or steel. The does not include dust, slag or other by-products emitted when the solid is being modified.
- N. "Hazard" means classes I-IX as defined in 49CFR173.2.
- O. "Health Officer" means the Director of the Ingham County Health Department or his/her designated representative.
- P. Manufactured Items mean any solid article, other than a container holding solid or liquid polluting material(s) which is formed to specific shape during manufacture, and which does not leach or otherwise release polluting materials to the groundwaters or surface waters of the state under normal conditions of use or storage.
- Q. "Maximum Storage Inventory" means the maximum volume or quantity of a toxic, hazardous, or polluting substance that is, or has been, or may be present in the work area during a specified calendar year.
- R. "Oil" includes petroleum, gasoline, fuel oil, grease, sludge, oil refuse and oil mixed with waste.
- S. "Party" means any person, firm, corporation, partnership, association or other entity (whether for-profit or not-for-profit) who or which has at least one (1) work area within the County of Ingham.
- T. "Polluting material" means all of the following:
1. Any compound or product that contains 1 %, or more, by weight, of any of the following materials based on their material safety data sheet;
  2. Oil.
  3. Bulk Salt (over five tons).
  4. Toxic, hazardous, or polluting substances identified by this regulation.
- U. "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of any toxic, hazardous, or polluting substances into the environment at or above the State/Federal reporting requirements.
- V. "Retail Automotive Service Stations (fuel only)" means that portion of property where liquids that are used as motor fuels are stored and dispensed from equipment into the fuel tanks of motor vehicles.
- W. "Regulatory Category" means the level of polluting material(s) used and/or stored at a facility. For the purpose of this regulation the following categories shall apply: Category I; 56-499 gallons (450-4499 pounds), Category II; 500-4999 gallons (4500-44,999 pounds), Category III; 5000+ gallons (45,000 pounds+).

- X. "Retail Sale" means the sale or purchase of any toxic, hazardous, or polluting substance that is individually packaged and sealed in small quantities (not more than 5 gallons or 40 pounds) for distribution to the ultimate consumer.
- Y. "Salt" means sodium chloride, potassium chloride, calcium chloride, magnesium chloride, and solutions or mixtures of these compounds.
- Z. "Substance" means any element, chemical, compound, combination, or any mixture thereof, whether organic or inorganic.
- AA. "Toxic, hazardous, or polluting substance" means any substance which is defined and regulated by any of the following:
1. 29 CFR Part 1910 Subpart Z, Toxic and Hazardous Substances, also known as the Worker Right-To-Know Act, which is administered by the Occupational and Safety and Health Administration (OSHA). A substance is deemed toxic, hazardous, or polluting under this Regulation if a Material Safety Data Sheet (MSDS) is required.
  2. 40 CFR 355, List of Extremely Hazardous Substances. This list is generated by the Environmental Protection Agency (EPA) under SARA Title III, section 302;
  3. 40 CFR 372.65, Subpart D - Specific Toxic Chemical Listings. This is a list generated by the Environmental Protection Agency (EPA) under Sec. 313 of SARA Title III. It is also known as the Toxic Chemical Release Inventory (TCRI).
  4. Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended, Part 31, and the rules promulgated there under:
  5. Polluting Materials. This list is generated by the Michigan Department of Environmental Quality. The list is located under R324.2009 of the Michigan Administrative Code.
  6. 40 CFR Part 261, Appendix VIII, and 40 CFR 261.3. These are RCRA listed wastes and waste generating processes. Included are wastes that meet the criteria of: a) Ignitability; b) Corrosivity; c) Reactivity; or d) Toxicity Characteristic, or
  7. Natural Resources and Environmental Protection Act, Act 415 of 1994, as amended, Part 121, Liquid Industrial Wastes. Liquid industrial waste means any liquid waste, other than unpolluted water, which is produced by or incident to or results from an industrial or commercial activity or the conduct of any enterprise.
- BB. "Work Area" means a workplace, whether outdoors or inside a structure, where substances are stored, used, or manufactured, (and includes, but is not limited to, areas where substances are handled, mixed, processed, packaged, or re-packaged); and where employees, licensees, invitees, or other persons may be present. The term "work area" does not include principal and secondary residences and also does not include lawns or fields upon which fertilizers, pesticides, or herbicides are applied.

CC. Addendum "A". List of Acronyms used in regulation.

### **Article III - Pollution Prevention Information for the Public**

**Section 3.1 - Reporting Requirements:** A facility that uses or stores toxic, hazardous, and/or polluting substance(s) at a work area on or after the effective date of this regulation shall compile and deliver the following documents to the BEH by the following deadlines:

- A. An initial status sheet pursuant with section 3.2, shall be prepared within 30 days.
- B. Existing plans prepared pursuant to SPCC, PIPP, RCRA or a Tier II Emergency and Hazardous Chemical Inventory as required by the USEPA SARA 302 and 312 regulations may be submitted in lieu of the initial/updated status sheet if all of the information required in this section is contained within the existing plan. This includes the "grouping" of substances with similar characteristics into categories, rather than reported individually by chemical, as allowed by the SARA 312 requirements.
- C. An updated status sheet shall be filed by March 1st of each reportable year and shall include, but not be limited to, the maximum storage inventory for the prior calendar year.
- D. If a change of ownership occurs; an updated status sheet must be submitted within 30 days.

**Section 3.2 - Status Sheet:** A status sheet shall include, but not be limited to, the following information:

- A. An inventory of all toxic, hazardous, or polluting substances stored, or used at the work area. The inventory shall include, but not be limited to, a listing of the common name, the chemical name, the CAS number, the storage location, hazards associated with the substance, and the maximum storage inventory for the applicable calendar year.
- B. The names, addresses and telephone numbers of two (2) persons in the facility organization with authority to make decisions for the facility in the event of any emergency involving the substance.
- C. The facility's plan for notification of emergency personnel and other personnel in the event of an emergency involving the substance, including names, addresses and telephone numbers of persons to be notified and the contents, if known, of emergency messages to be delivered.
- D. Information that assists emergency personnel to identify polluting material containers.
- E. A facility site plan showing the location of polluting material containers.
- F. The facility's intended plan for consuming, or ultimately removing, the substance from the work area, including, but not limited to: consumption of the substance in the process of manufacturing products, shipment in the ordinary course of business to retailers or wholesalers of the substance, shipment to a work area of the facility located outside the County, discharge of the substance into the local sanitary sewer system, loss of the substance by evaporation, etc.

**Section 3.3 - Accessibility:** The BEH shall keep on file a copy of all inventories and status sheets received, and make them readily available to the public, upon request, during regular business hours and at a reasonable cost for duplication. However, the site plan and information regarding the location of toxic, hazardous, or polluting materials containers shall not be available to the public.

**Section 3.4 - Public Notification:** Ingham County shall notify the public at least annually that the information required by this Regulation is available from the Ingham County Health Department and that the public has a right of access to the information provided in Section 3.3.

#### **Article IV - Pollution Prevention Information for Emergency Personnel**

**Section 4.1 - Emergency Notification:** Every facility covered by this Regulation, in the event of an off-site or potential off-site release, shall immediately call 911.

**Section 4.2 - Posting:** Any facility required to be inspected under Section 5.1 of this Regulation shall post a decal provided by the Health Department at the principal outside entrances to the work area which would indicate participation in the Ingham County P2 Program.

#### **Article V - Duties of the Health Officer**

The Health Officer, or designated representative, shall have jurisdiction throughout Ingham County, including all cities, villages, townships and charter townships, in the administration of this Regulation and any amendments hereafter adopted, unless otherwise specifically stated herein.

**Section 5.1 - Inspections:** The BEH shall conduct annual inspections of work areas within Ingham County are subject to this regulation. These inspections shall be for the purpose of, but not limited to, determining:

- A. That all required inventories and status sheets have been completed accurately and have been submitted to the BEH as required in Article III.
- B. That adequate and appropriate safety, containment, and clean-up equipment is readily available.
- C. That decals are posted as required in Section 4.2.
- D. That proper storage practices and procedures are being followed as required in Section 5.4.

**Section 5.2 - Reduced Frequency Inspection Status:** Any facility that is found to be in compliance with this regulation at the time of the second annual inspection, will be placed on a schedule of reduced frequency inspections after staff review and approval.

To maintain reduced frequency inspection status, the facility must:

- A. Remain in compliance with this Regulation, including reporting requirements under Article III and fee payments under Article VIII.

- B. Inform the BEH of any changes occurring at the facility that might be relevant to emergency planning. Reported changes could include the amount or storage location of polluting materials or updated facility contact information.
- C. Not increase the maximum storage inventory sufficient to alter the regulatory category since the most recent inspection without notifying the BEH.
- D. Adequately address any releases to avoid environmental health hazards.
- E. Submit an annual written verification as to items A - D above to the BEH by March 1st of each year.

Reduced frequency inspections shall be conducted once every three (3) years for category I facilities, and once every two (2) years for categories II & III facilities.

Nothing in this section shall prohibit the BEH from conducting site visits as necessary to verify the accuracy and validity of reduced frequency status. If reduced frequency inspection status is found to be unwarranted, the site visit will be treated as an annual inspection. A change of ownership shall require a new inspection.

**Section 5.3 – Re-inspections:** The BEH shall conduct re-inspections of those work areas which have been found to be in violation of this Regulation. These re-inspections shall be conducted as necessary to verify correction of such violations.

**Section 5.4 - Storage Practices:** All parties shall store all toxic, hazardous, or polluting substances that may be at their work areas according to practices and procedures which will prevent contamination of air, groundwater and surface water.

The BEH shall review with each facility that is inspected whether the facility's storage practices and procedures meet criteria set forth in existing State and Federal regulations. The BEH, in proper cases, shall report suspected violations of state law to appropriate state agencies.

**Section 5.5 - Records:** The BEH shall also maintain the following information:

- A. Inventories and status sheets filed pursuant to Article III of this regulation, indexed by name of the facility; and tax parcel number of the work area;
- B. Reports from on-site inspections, indexed by the name of the facility; and tax parcel number of the work area;
- C. Variances and applications for variances, as provided under Article IX of this regulation;
- D. Public health and environmental information of those toxic, hazardous, or polluting substances listed on the inventories received by the BEH.

**Section 5.6 Remedies and Penalties:**

- A. The Health Officer or designated representative shall have the authority to issue citations for any violations of this regulation. Any person who shall fail to comply with any provision of this regulation shall be liable for monetary civil penalties of not more than One Thousand (\$1,000.00) Dollars for each violation or day that the violation continues. The citation shall be written and cite with particularity the section of this regulation alleged to have been violated and the right to appeal.
1. Not later than twenty (20) days after receipt of the citation, the alleged violator may petition the appropriate appeals board of Ingham County for an administrative hearing to affirm, dismiss or modify the citation. This hearing shall be held thirty (30) days after the receipt of the petition. The decision of the appropriate appeals board of Ingham County shall be final, unless within sixty (60) days of the decision a review is granted.
  2. The person aggrieved by the decision may petition the Ingham County Circuit Court for review no later than sixty (60) days following receipt of the final decision.
  3. A civil penalty becomes final if a petition for an administrative hearing is not received within the time specified in this section.
- B. Notwithstanding the existence or pursuit of any other remedy, the Health Officer may maintain an action in the name of Ingham County in a court of competent jurisdiction for an injunction or other appropriate process against any facility to enforce this regulation.

**Section 5.7 - Confidentiality Protections:** The BEH shall adopt necessary practices to protect information identified pursuant to Article VII hereof as a trade secret from improper use or dissemination beyond the purposes of this regulation, except that trade secret information may be released when deemed necessary to properly protect health, safety, or property in an emergency.

**Section 5.8 - Power to Establish Policy and Guidelines:** The Health Officer is hereby granted the authority to establish policies and guidelines, not in conflict with the purpose and intent of this regulation for the purpose of carrying out the responsibilities herein delegated to the Health Officer by law. All such policies shall be in writing and shall be kept in a policy file available for public inspection upon request.

**Section 5.9 - Emergency Notification:** The BEH, upon learning of release of a toxic, hazardous, or polluting substance, shall notify the Ingham County Office of Emergency Management and the Office of Homeland Security and Emergency Management.

**Section 5.10 - Annual Report:** Each year the Health Officer must report to the Board of Commissioners the number of businesses inspected and fees collected.

## **Article VI - Falsification**

It shall be unlawful for a party or any officer, director or employee of a facility, to knowingly, or recklessly, or negligently fail to comply with the provisions of this regulation, or to misrepresent, falsify, conceal, destroy or fail to retain information necessary to comply with this regulation. The dissolution of a corporation shall not discharge its directors, officers or employees from liability for such conduct.



## Article VII - Trade Secrets

This regulation shall not be construed as limiting any rights, obligations, or remedies regarding trade secrets existing under applicable law, except as is necessary to achieve the objectives of this regulation and as expressly provided below.

**Section 7.1:** A facility may withhold the chemical name (but not the common name) of a toxic, hazardous, or polluting substance from inventories and the status sheets required by Article III provided that the facility shall:

- A. Establish that the substance is a trade secret by showing:
  1. That the specific substance has not been published or disseminated or has not otherwise become a matter of general public knowledge.
  2. That the substance has competitive value in regard to the portion or phase of any scientific or technical information design, process, procedure, or formula which shall be substantially harmed by disclosure; and
  3. That the specific substance cannot be discovered lawfully by analytical techniques, laboratory procedures, or other means available to any potential competitor, including reverse engineering; and
  4. The substance is not required to be disclosed to the public under any federal or state law.
- B. Identify the substance on the inventory and status sheet by a generic chemical classification that would provide sufficient information upon which a health professional could render recommendations for adequate safeguards to prevent exposure to the toxic, hazardous, or polluting substance; and
- C. Provide the withheld information on a confidential basis to a treating physician/nurse who states, (in writing, except in an emergency situation), that a patient's health problems may be related to exposure to the substance. A statement to this effect with the name and phone number of the person or persons authorized, on a 24-hour a day basis, to disclose the withheld information shall be included on the status sheet.

**Section 7.2:** Any facility that wishes to avail itself of the provisions of Section 7.1, to avoid disclosing the chemical name of a substance on an inventory and/or status sheet shall deliver to the BEH a trade secret request sheet each time an inventory or status sheet is required to be delivered. That trade secret request sheet shall contain, for each substance the facility wants treated as a trade secret, the following:

- A. A statement of the information the facility deems to be a trade secret, protected under Section 5.7; and
- B. A true statement that the conditions of Section 7.1 have been met; and
- C. The chemical name that, but for Section 7.1, would have been required on the status sheet and on the inventory.

**Section 7.3:** No officer, employee, agent or contractor of any Ingham County department, division, bureau, board or commission shall knowingly and intentionally disclose to anyone in any manner unless authorized by law, any trade secret information, except as is required to administer or enforce the provisions of this regulation. Any person who violates this provision may be fined, suspended, or removed from office or employment, or subject to any other applicable proceedings and penalties for violation of trade secret protections provided for under existing law.

**Section 7.4:** Notwithstanding any other provision of this regulation, the BEH is authorized to disclose trade secret information when such action is necessary to properly protect health, safety or property in an emergency situation.

**Section 7.5:** Within sixty (60) days of receipt of a trade secret request sheet pursuant to Section 7.2 of this Article, the BEH shall consider the evidence to determine if the facility has supported the claim that the specific chemical identity is a trade secret pursuant to Section 7.1 of this Article. The BEH shall notify said facility in writing of his/her determination regarding the facility's trade secret request.

**Section 7.6:** If the trade secret request is denied, that facility is then required to comply with the full provisions of this regulation within ten (10) working days of receipt of the decision of the BEH.

**Section 7.7:** The BEH may revoke any trade secret designation upon the basis of new information showing that the original facts requested in Section 7.1 have changed; provided, however, that public disclosure of the claimed trade secret shall not be made until ten (10) calendar days after the holder of the trade secret is notified of the proposed revocation, unless the holder of the trade secret files an appeal of the revocation pursuant to Section 9.2, below, in which event public disclosure would be stayed pending the decision of the appropriate appeals board of Ingham County. If the appropriate appeals board of Ingham County upholds the proposed revocation, public disclosure shall not be made until ten (10) calendar days after receipt by the holder of the claimed trade secret of the written findings and decisions of the appropriate appeals board of Ingham County.

## **Article VIII - Fees**

**Section 8.1 - Reporting Fee:** Each facility required to report under Section 3.1 shall pay an annual reporting fee to the BEH with the submission of a toxic, hazardous or polluting materials status sheet. The annual reporting fee shall be based on the aggregate maximum storage inventory which must be reported on that status sheet and shall be paid by March 1 of each year.

**Section 8.2 - Inspection Fee:** Each facility whose work area is inspected under Section 5.1 shall pay an inspection fee to the BEH based on the aggregate maximum storage inventory for the calendar year in which the inspection occurs. The minimum threshold for inspection fees shall be established at 56 gallons (450 pounds).

**Section 8.3 – Re-inspection Fee:** For each re-inspection in which violations are found to persist, the re-inspected facility shall pay a re-inspection fee to the BEH.

**Section 8.4 - Optional Service Fees:** Other fees may be assessed by the BEH for requested, non-mandated services, such as on-site consultations and plan reviews.

**Section 8.5 - Fee Amounts:** The fee amounts shall be determined by a schedule to be approved and amended as necessary by resolution of the Ingham County Board of Commissioners.

## **Article IX - Variances and Appeals**

The appropriate appeals board of Ingham County shall hear appeals and may grant individual variances from provisions of this regulation by a concurring vote of the majority of its members where it is determined that no substantial health hazard is likely to occur from the requested variance and unnecessary hardship might result from strict compliance with this regulation.

**Section 9.1 - Variances:** A request for a variance shall be in writing and shall contain a detailed description of the variance sought. The request for a variance, together with a fee established by the Ingham County Fee Schedule, shall be filed with the BEH.

### **Section 9.2 - Hearings and Appeals:**

If a party is adversely affected by any decision under this regulation, the party may request in writing a Hearing before the Ingham County Board of Commissioners or its designated committee within thirty (30) days of the date of such decision. The Department shall issue a Notice of Hearing within fifteen (15) days after receiving the request and payment of the appropriate Appeals fee. A Hearing shall then be held at the next regular meeting of the Ingham County Board of Commissioners or its designated committee, scheduled for such purposes; provided, however, that a Hearing shall be conducted no later than sixty (60) days after the Notice of Hearing is mailed to the owner or interested party. The Ingham County Board of Commissioners or its designated committee shall affirm, dismiss or modify the contested decision by a majority vote of the Board or committee. The decision by the Ingham County Board of Commissioners or its designated committee shall be in writing and state the reasons and grounds for such decision. A copy shall be furnished to the owner, any interested person, and the Department within thirty (30) days of the decision.

## **Article X- Severability**

**Section 10.1:** If any provision, section, or word of this regulation, or the enforcement thereof, is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect or render invalid or unenforceable any other provision of this regulation. To this end, each of the provisions and sections of this regulation are severable.

**Section 10.2:** If this regulation or the enforcement of this regulation is held to be invalid for any geographical area within Ingham County, such a holding shall not affect the validity or enforceability of this regulation in any other area of Ingham County.

## **Article XI- Implementation**

The effective date of this regulation is \_\_\_\_\_, 2011, being 45 days after approval by resolution # \_\_\_ of the Ingham County Board of Commissioners.

## **Article XII- Short Name**

This regulation will be referred to as the “The Ingham County Pollution Prevention Regulation”.

# Ingham County Pollution Prevention Regulation

## ADDENDUM “A”

### LIST OF ACRONYMS USED IN REGULATION

<b>BEH</b>	Bureau of Environmental Health
<b>CAS</b>	Chemical Abstract Service
<b>CFR</b>	Code of Federal Regulations
<b>EPA</b>	Environmental Protection Agency
<b>MDEQ</b>	Michigan Department of Environmental Quality
<b>MSDS</b>	Material Safety Data Sheet
<b>OSHA</b>	Occupational Safety and Health Administration
<b>P2</b>	Pollution Prevention
<b>PIPP</b>	Pollution Incident Prevention
<b>RCRA</b>	Resource Conservation and Recovery Act
<b>SARA</b>	Superfund Amendments and Reauthorization Act
<b>SPCC</b>	Spill Prevention, Control and Countermeasure
<b>TCRI</b>	Toxic Chemical Release Inventory

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO ADOPT THE 2011 FEES FOR CHAPTER VIII OF THE INGHAM COUNTY  
SANITARY CODE (POLLUTION PREVENTION REGULATION)**

WHEREAS, the Ingham County Board of Commissioners has approved an amendment to the Ingham County Sanitary Code to adopt a pollution prevention regulation through resolution #11- \_\_\_\_; and

WHEREAS, this regulation will move pollution prevention efforts from a voluntary system supported through County general funds to a regulation that would be cost-shared by the County and the businesses being regulated; and

WHEREAS, section 8.5 of the regulation provides that fees shall be established by a separate resolution of the Board of Commissioners.

THEREFORE BE IT RESOLVED, that for FY 2011, the Ingham County Board of Commissioners adopts the CAT 1, CAT 2, and CAT 3 Reporting and Inspection Fees at a target of 75 percent as set forth in Attachment A.

BE IT FURTHER RESOLVED, fees for Hourly Rate Over Standard Service, P2 On-Site Consultation and P2 Plan Review fees are set at \$105.00 for FY 2011.

BE IT FURTHER RESOLVED, that these fees will be updated annually as a part of the County's annual review process.

Attachment A

2011 County Sanitary Code Fees Pollution Prevention Regulation					
Location of Service	Fee Description	Target Percent	Units	Proposed Department Recommend.	Additional Revenue
Env Health	CAT 1 REPORTING (0-500 GALs.)	75.0%	395	\$93.75	\$37,031
Env Health	CAT 2 REPORTING (501-5000 GALs.)	75.0%	126	\$187.50	\$23,625
Env Health	CAT 3 REPORTING (5001 PLUS GALs.)	75.0%	101	\$281.25	\$28,406
	CAT 1 INSPECTION (0-500 GALs.)	75.0%	395	\$187.50	\$74,063
	CAT 2 INSPECTION (501-5000 GALs.)	75.0%	126	\$300.00	\$37,800
	CAT 3 INSPECTION (5001 PLUS GALs.)	75.0%	101	\$450.00	\$45,450
	<b>TOTAL ADDITIONAL REVENUE</b>				<b>\$246,375</b>
Env Health	Hourly Rate Over Standard Service	100%	0	\$105.00	\$0
Env Health	P2 On-Site Consultation	100%	0	\$105.00	\$0
Env Health	P2 Plan Review (2 hour minimum)	100%	0	\$105.00	\$0

## MEMORANDUM

To: Human Services Committee  
Finance Committee

From: Dean G. Sienko, M.D., Health Officer

Date: February 24, 2011

Subject: Resolution to Authorize an Agreement with Health Management Associates to Assist with Health Plan Management Services Strategic Planning

The Ingham County Health Department's Health Plan Management Services (HPMS) provides the support services for the operations of the Ingham Health Plan Corporation and 10 other County Health Plans. In the next three years, Health Care Reform will dramatically alter the way HPMS conducts business. In 2014, many County Health Plan members will transition to Medicaid, which may result in a significant decrease to HPMS operations and revenue, unless proactive steps are taken to generate new sources of revenue. HPMS proposes to work with Health Management Associates to develop a strategic plan and explore the many revenue generating opportunities available under Health Care Reform. Health Management Associates was chosen for this task as it is familiar with Health Care Reform and HPMS and it is intimately involved with the State of Michigan, which will provide increased opportunities for HPMS to implement revenue generating operations. Health Management Associates will analyze and strategically plan for the future of HPMS and will provide these services for \$12,500.

I recommend that the Board of Commissioners authorize the Ingham County Health Department to enter into an agreement with Health Management Associates in order to develop a strategic plan. There are currently budgeted contractual funds within HPMS for this agreement. The agreement would permit Health Management Associates to invoice the Ingham County Health Department \$12,500.

### Attachment

c: Debra Brinson, w/attachment  
John Jacobs, w/attachment  
Jayson Welter, w/attachment  
Holly Wilson, w/ attachment  
Carolyn Redman, w/ attachment

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A CONTRACT WITH HEALTH MANAGEMENT ASSOCIATES  
TO ASSIST WITH HEALTH PLAN MANAGEMENT SERVICES' STRATEGIC PLANNING**

WHEREAS, the Ingham County Health Department requires assistance to analyze and strategically plan for the future of Health Plan Management Services; and

WHEREAS, Health Management Associates is a leading consulting firm on such issues; and

WHEREAS, the Ingham County Health Department desires to retain the services of Health Management Associates.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with Health Management Associates.

BE IT FURTHER RESOLVED, that the amount of the agreement is \$12,500 for the analysis and strategic planning for the future of Health Plan Management Services.

BE IT FURTHER RESOLVED, that the period of the agreement shall be from March 1, 2011 through September 30, 2011.

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



**MEMO**

**DATE:** February 16, 2011

**TO:** County Services and Finance Committees

**FROM:** Willis Bennett, Ingham County Parks Director  
Barbara Hensinger, Ingham County Fair Executive Director

**RE:** Resolution Authorizing a Contract with Supreme Rental to Provide Portable Restroom Services at Various Ingham County Parks and the Fairgrounds

This resolution authorizes a five year contract, beginning on or around April 1, 2011, to provide portable restroom services at various parks and the Fairgrounds in an amount not to exceed \$8,985 annually. The contract includes an option to renew for an additional two year period provided there are no cost increases during the term of the agreement.

The current contract with Supreme Rental for portable restroom services at various Ingham County Parks will expire on April 1<sup>st</sup> of 2011. A decision was made to put out an RFP for both the Parks and Fairgrounds together in order to obtain the most cost effective pricing. Supreme Rental matched the low bid for the Parks portion of the RFP obtained from a Clinton County vendor and, in accordance with the Local Purchasing Preference Policy, the Purchasing Department recommended Supreme's bid be accepted. The annual cost for the Parks will not exceed \$5,385 and the annual cost for the Fairgrounds will not exceed \$3,600.

**MEMORANDUM**

TO: County Service and Finance Committees

FROM: Jim Hudgins, Director, Purchasing Department

DATE: February 4, 2011

SUBJECT: Portable Restrooms Proposal Summary

Project Description:

This contract is for providing portable restroom rental services including delivery, set-up, servicing and maintenance at various County parks and the Ingham County Fairgrounds for a period of five years with an option to renew for an additional two-year period beginning on or around April 1, 2011.

Proposal Summary:

Vendors contacted: 3 Local: 1  
 Vendors responding: 2 Local: 1

Company	Parks Annual Cost	Fair Annual Cost	Total Annual Cost	Years Willing to Hold Prices	Total 5-year Cost	Local
Supreme Rental	\$5,785 (initial bid) \$5,385*	\$3,600	\$8,985	7	\$44,925	Y, Mason
American Rentals	\$5,385	\$5,750	\$11,135	5	\$55,675	N, Lansing (Clinton)

\*Supreme Rental is willing to match American Rentals' Parks bid of \$5,385 in accordance with the Local Purchasing Preference Policy.

Recommendation:

The Evaluation Committee recommends awarding a five-year contract to Supreme Rental for an amount not to exceed \$8,985/annually to provide portable restroom services at various parks and the Fairgrounds, with an option to renew for an additional two year period provided however that there are no costs increases during the term of the agreements.

Advertisement:

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

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AUTHORIZING A CONTRACT WITH SUPREME RENTAL TO PROVIDE PORTABLE RESTROOM SERVICES AT VARIOUS INGHAM COUNTY PARKS AND THE FAIRGROUNDS**

WHEREAS, the current contract with Supreme Rental portable restroom services at various Ingham County Parks will expire on April 1, 2011; and

WHEREAS, a decision was made to put out an RFP for the Parks and Fairgrounds together in order to obtain the most cost effective pricing; and

WHEREAS, the Purchasing Department secured sealed bids; and

WHEREAS, Supreme Rental of Mason, Michigan matched the low bid for the Parks portion of the RFP obtained from a Clinton County vendor and, in accordance with the Local Purchasing Preference Policy, the Purchasing Department recommends the bid be accepted; and

WHEREAS, the annual cost for the Parks will not exceed \$5,385; and

WHEREAS, the annual cost for the Fairgrounds will not exceed \$3,600; and

WHEREAS, the Parks & Recreation Commission and Fair Board supported this contract with the passage of resolutions at their February meetings.

THEREFORE BE IT RESOLVED, the Board of Commissioners authorizes entering into a five year contract between Ingham County and Supreme Rental of Mason, Michigan in an amount not to exceed \$8,985/annually to provide portable restroom services at various County parks and the Ingham County Fairgrounds.

BE IT FURTHER RESOLVED, the Board of Commissioners approves an option to renew the contract for an additional two year period provided there are no cost increases during the term of the Agreement.

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

**INGHAM COUNTY PARKS DEPARTMENT**

121 E. Maple Street, P.O. Box 178, Mason, MI 48854  
(517) 676-2233; Fax (517) 244-7190

**MEMO**

**DATE:** February 16, 2011

**TO:** County Services and Finance Committees

**FROM:** Willis Bennett, Director

**RE:** Resolution Authorizing a Contract with Century Construction, LLC for Roof Replacement on Four Buildings at Burchfield Park

The Parks Department owns and maintains the buildings at Burchfield Park and has a roof replacement plan in place to ensure routine replacement of building roofs. Bids were solicited and evaluated by the Purchasing Department, and it is their recommendation, with the concurrence of Parks Department staff, to award the contract to Century Construction of Lansing, Michigan.

This resolution authorizes a contract with Century Construction for the replacement of the roof on the Burchfield Park Woodsong shelter, the beach restroom, the ranger room building, and the tractor shed in an amount not to exceed \$9,164. However, if roof sheathing replacement is also necessary this expense would also be authorized at a cost of \$1.00 per square foot.

**MEMORANDUM**

TO: County Service and Finance Committees

FROM: Jim Hudgins, Director, Purchasing Department

DATE: February 4, 2011

SUBJECT: Roof Replacements Proposal Summary

Project Description:

The project sought proposals from experienced and qualified roofing contractors to replace the roofs of four (4) buildings at Burchfield Park.

Proposal Summary:

Vendors contacted: 43 Local: 7  
 Vendors responding: 12 Local: 5

COMPANY NAME	TOTAL BID	DAYS TO COMPLETE	SHEETHING SQUARE FT	LOCAL
Rasmussen LLC	\$9,164.00	60	\$1.00	N, Walker
Century Construction*	\$9,990.00	5	\$1.00	Y, Lansing
Armstrong Enterprises	\$11,400.00	5	\$2.00	N, Pinckney
DC Builders	\$11,640.00	90	\$1.25	N, Woodland
Tri Star Industries	\$12,000.00	2	\$5.00	N, Kimball
Simon Roofing	\$12,900.00	14	\$1.20	Y, Holt
Jordan Roofing	\$12,982.00	5	\$1.10	Y, Holt
VJM Design	\$13,900.00	7	\$2.00	N, Waterford
Bornor Restoration	\$15,338.00	12	\$2.25	Y, Lansing
Laux Construction	\$15,700.00	14	\$2.00	Y, Dansville
Quality Asbestos	\$18,682.50	30	\$2.25	N, Bay City
McDonald Roofing	\$23,083.00	10	\$3.25	N, Ann Arbor

Recommendation:

The Evaluation Committee recommends awarding a contract to Century Construction\* (local) for \$9,164 who is willing to match Rasmussen’s (non-local) bid in accordance with the Local Purchasing Preference Policy. The contract will also include replacing roof sheathing, if needed, at a cost of \$1.00 per square foot. In addition to being a local vendor, Century has performed previous work for the County and has the appropriate license and insurance.

Advertisement:

The RFP was advertised in the Lansing State Journal, The New Citizen’s Press and posted on the Purchasing Department Web Page.

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AUTHORIZING A CONTRACT WITH CENTURY CONSTRUCTION, LLC FOR  
ROOF REPLACEMENT ON FOUR BUILDINGS AT BURCHFIELD PARK**

WHEREAS, the Ingham County Parks Department owns and maintains the buildings at Burchfield Park; and

WHEREAS, the Ingham County Parks Department has a roof replacement plan in place to ensure routine replacement of building roofs; and

WHEREAS, the roofs of the Woodsong Shelter, Beach Restroom, Ranger Room Building, and Tractor Shed at Burchfield Park are scheduled for roof replacements in 2011; and

WHEREAS, bids were solicited and evaluated by the Ingham County Purchasing Department and it is their recommendation, with the concurrence of Parks Department staff, to award the contract to Century Construction, LLC of Lansing, Michigan.

THEREFORE BE IT RESOLVED, the Board of Commissioners accepts the bid, and authorizes entering into a contract with Century Construction, LLC for the replacement of the roof on the Burchfield Park Woodsong shelter, beach restroom, ranger room building, and tractor shed in an amount not to exceed \$9,164.

BE IT FURTHER RESOLVED, the Board of Commissioners also authorizes roof sheathing replacement if necessary at a cost of \$1.00 per square foot.

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

INGHAM COUNTY PARKS DEPARTMENT

**MEMO**

**DATE:** February 16, 2011

**TO:** County Services and Finance Committees

**FROM:** Willis Bennett, Director

**RE:** Resolution Authorizing the Addition of the Feline House Shift Door Replacement to the Potter Park Zoo 2011 Capital Improvement Budget

Currently, the Potter Park Zookeeper staff must shift the big cats from one area to another to perform general cleaning, care, and training. To complete these tasks staff uses an outdated, manual, cable and pulley shift door system from the 1980s. The existing doors frequently require costly repairs due to failure and are a safety issue for the keeper staff and the animals.

This resolution authorizes the addition of the Feline House Shift Door Replacement to the 2011 Potter Park Zoo Capital Improvement Budget in the amount of \$65,000. The Facilities Department also recommends this project be added as a priority item.

Funds in the amount of \$65,000 have been identified within the Potter Park Zoo Millage fund balance. This resolution also authorizes the transfer of the necessary funds from the Potter Park Zoo Millage fund balance to line item 258-69900-977000-0911Z.

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AUTHORIZING THE ADDITION OF THE FELINE HOUSE SHIFT DOOR REPLACEMENT TO THE POTTER PARK ZOO 2011 CAPITAL IMPROVEMENT BUDGET**

WHEREAS, the Potter Park Zookeeper staff must shift the big cats from one area to another to perform general cleaning, care, and training; and

WHEREAS, to perform these functions staff currently uses an outdated, manual, cable and pulley shift door system from the 1980s; and

WHEREAS, the existing doors frequently require costly repairs due to failure; and

WHEREAS, this is a safety issue for the keeper staff and the animals; and

WHEREAS, the Ingham County Facilities Department recommends this project be added as a priority item to the 2011 Capital Improvement Budget in the amount of \$65,000; and

WHEREAS, funds have been identified within the Potter Park Zoo Millage Fund; and

WHEREAS, the Zoo Board supported this concept with the passage of a resolution at their February 2011 meeting.

THEREFORE BE IT RESOLVED, the Board of Commissioners authorizes the addition of the Feline House Shift Door Replacement to the 2011 Potter Park Zoo Capital Improvement Budget in the amount of \$65,000.

BE IT FURTHER RESOLVED, the Board of Commissioners authorizes the transfer of necessary funds from the Potter Park Zoo Millage Fund Balance to line item 258-69900-977000-0911Z.

BE IT FURTHER RESOLVED, that the Controller/Administrator be authorized to make the necessary transfer of funds within the Potter Park Zoo Budget.



**Agenda Item 5**

February 10, 2011

FROM: Richard Terrill  
TO: County Services and Finance Committees  
SUBJECT: Matrix Engineers, Inc.

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The resolution before you authorizes awarding a contract to Matrix Engineers, Inc. for a not to exceed cost of \$9,200 for the purpose of providing consulting services, bid documents and project oversight for the replacement of the chiller at the Hilliard Building.

Matrix Engineers Inc. provided the most financially advantageous proposal to the County and we are confident that they will provide us with the quality service we need to complete this project successfully.

The funds for this project are available in the 2011 CIP, Hilliard Building Chiller Replacement, 245-90210-931000-1FCO1.

I recommend approval of this resolution.

Thank you.

**MEMORANDUM**

TO: County Service and Finance Committees

FROM: Jim Hudgins, Director, Purchasing Department

DATE: February 15, 2011

SUBJECT: Professional Services for Chiller Replacement

Project Description:

This project is for entering into a contract with a qualified and experienced firm to provide for complete mechanical and electrical engineering and architectural services for the replacement of the chiller at the Hilliard Building.

Services will include, but are not limited to, field investigation, complete design, construction administration, plan review submission, final punch list, reviewing the close-out documents and commissioning the new chiller system.

\$95,000 is budgeted for in the 2011 CIP for this project.

Proposal Summary:

Vendors contacted: 3                      Local: 2  
 Vendors responding: 3                  Local: 2

Company	Fees	Reimbursable Expenses	Total	Local
Matrix Consulting Engineers, Inc.	\$8,900	\$300	\$9,200	Y, Lansing
Clark Trombley Randers	\$16,800	\$650	\$17,450	N, Lansing (Eaton)
Hobbs & Black Architects	\$19,500	\$500	\$20,000	Y, Lansing

Recommendation:

The Evaluation Committee recommends awarding a contract to Matrix Consulting Engineers, Inc. in an amount not to exceed \$9,200, which includes \$300 in not-to-exceed reimbursable expenses. Matrix, a local vendor, has worked with the County on previous projects, and submitted the lowest responsive proposal.

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AUTHORIZING THE CHILLER REPLACEMENT  
AT THE HILLIARD BUILDING TO BE  
PERFORMED BY MATRIX CONSULTING ENGINEERS, INC.**

WHEREAS, the condition of the existing chiller at the Hilliard Building has deteriorated over time and is in need of replacement; and

WHEREAS, the County sought consulting services to assist with bid documents and project oversight for the replacement of the chiller at the Hilliard Building; and

WHEREAS, the funds for this project have been budgeted and approved in the 2011 Capital Improvement Plan line item number 245-09210-931000-1FCO1; and

WHEREAS, after careful review of bids, the Purchasing and Facilities Departments both concur that a contract be awarded to Matrix Consulting Engineers, Inc., who submitted the lowest responsive and responsible bid in the not to exceed amount of \$9,200 which includes reimbursable expenses of up to \$300.00.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes awarding a contract to Matrix Consulting Engineers, Inc., 1601 E. Grand River Ave., Lansing, MI 48906, to provide consulting services for the replacement of the chiller located at the Hilliard Building for the not to exceed amount of \$9,200.

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

***Ingham County Management Information Services***

**Tom Shewchuk, Director - Email: [tshewchuk@ingham.org](mailto:tshewchuk@ingham.org)**

To: Board of Commissioners  
From: Tom Shewchuk  
CC: Jim Hudgins  
Date: February 16, 2011  
Re: Resolution – Service Express, Inc.

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Dear Commissioners,

Ingham County currently utilizes Service Express, Inc. to maintain critical hardware (servers, backup systems, etc.) in our Data Center. These devices are critical to maintaining computer access for our county employees. There is additional hardware that needs maintenance up-and-above our current hardware. Our current maintenance agreement expires in July of 2011 and we are recommending combining the current and new hardware under a common agreement.

MIS received quotes from Service Express, Inc., Hewlett Packard and CDW for the new equipment and the pricing per month is as follows:

- Service Express, Inc. - \$472.00
- Hewlett Packard - \$1701.66
- CDW - \$840.44

As you can see the Service Express pricing is significantly less than the other proposals as was the case when we previously engaged Service Express, Inc. for our current hardware. MIS is very satisfied with the service we received from Service Express and recommend extending our current agreement that will be expiring in July and adding the new equipment. The new combined total cost per month will be \$1355.00.

Thank you in advance for your consideration.

Sincerely,

Tom



## Service Agreement

Service Express, Inc.  
4845 Corporate Exchange Blvd SE  
Grand Rapids, MI 49512  
Phone: 800-940-5585  
Billing/Contract Fax: (616) 971-0754

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### Agreement Information

**Name:** Ingham County  
**Agreement:** 6798  
**Salesperson:** Tim Sleeman  
**Duration:** 24 Months  
**Commencement:** 5/1/2011  
**Expiration:** 4/30/2013

### Contact Information

**Name:** Jacob "Jake" Willett  
**Address:** 121 E Maple Street  
P.O. Box 319  
Mason, MI 48854-1655  
**Phone:** (517) 676-7299  
**Email:** jwillett@ingham.org

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### Billing Information

**Invoice:** Annual  
**Terms:** Net 30

### Billing Contact Information

**Name:** Tom Shewchuk  
**Address:** 121 E Maple Street  
P.O. Box 319  
Mason, MI 48854-1655  
**Phone:** (517) 676-7373  
**Email:** TShewchuk@ingham.org

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# Service Agreement

Service Express, Inc.  
4845 Corporate Exchange Blvd SE  
Grand Rapids, MI 49512

Phone: 800-040-5585  
Billing/Contract Fax: (616) 971-0754

Location: SERVERS		Contact: Jake Willett				City: Mason, MI 48854					
Print Heads and Maintenance Kits Not Included											
Line	Model Number	Description	Additional Desc	Serial Number	Warranty	QTY	Start Date	Days	Hours	Response	Price
1	PROLIANT DL380G3	HP PROLIANT DL380 G3	IMAGE-SVR	D887LJC1H083		1	5/1/2011	7	12A-12A	4 HOUR	\$38.00
2	PROLIANT DL380G4	HP PROLIANT DL380 G4	ESX2	USE924N19M		1	5/1/2011	7	12A-12A	4 HOUR	\$38.00
3	PROLIANT DL380G4	HP PROLIANT DL380 G4	ME-DC1	EALTMND23X		1	5/1/2011	7	12A-12A	4 HOUR	\$38.00
4	PROLIANT DL380G4	HP PROLIANT DL380 G4	TERMINAL	USE31SA4M4		1	5/1/2011	7	12A-12A	4 HOUR	\$38.00
5	PROLIANT DL380G3	HP PROLIANT DL380 G3	QDOCS	EASAKJNZ3R		1	5/1/2011	7	12A-12A	4 HOUR	\$38.00
6	PROLIANT DL380G3	HP PROLIANT DL380 G3	EPS	EB2AKJNZ3R		1	5/1/2011	7	12A-12A	4 HOUR	\$38.00
7	PROLIANT DL380G3	HP PROLIANT DL380 G3	EC5	D850LJC1H423		1	5/1/2011	7	12A-12A	4 HOUR	\$38.00
8	PROLIANT DL380G2	HP PROLIANT DL380 G2	FAX	D854JZG5P120		1	5/1/2011	7	12A-12A	4 HOUR	\$62.00
9	PROLIANT DL380G4	HP PROLIANT DL380 G4	LIVESCAN	USE517A8C5		1	5/1/2011	7	12A-12A	4 HOUR	\$38.00
10	PROLIANT DL580G4	HP PROLIANT DL580 G4	ESX-8	USE781N8J6		1	5/1/2011	7	12A-12A	4 HOUR	\$60.00
11	PROLIANT DL380G5	HP PROLIANT DL380 G5	ESX-4A	2UX81302EV		1	5/1/2011	7	12A-12A	4 HOUR	\$38.00
12	PROLIANT DL380G5	HP PROLIANT DL380 G5	ESX-4B	2UX81400C6		1	5/1/2011	7	12A-12A	4 HOUR	\$38.00

SERVERS Total: \$472.00

Location: Sheriff's Department		Contact: Jake Willett				City: Mason, MI 48854					
Print Heads and Maintenance Kits Not Included											
Line	Model Number	Description	Additional Desc	Serial Number	Warranty	QTY	Start Date	Days	Hours	Response	Price
1	MSL5000	CPQ 100/320GB DLT S2-SLOT LDR SCSI-WU2-LVDSE RM	INCLUDES (2) SDLT1 DRIVES	2U28000058		1	7/1/2000	7	12A-12A	4 HOUR	\$140.00
2	MSL6000	HP 300/000GB DLT 20-SLOT LDR SCSI-U320-LVD	INCLUDES (2) SDLT2 DRIVES	9G2BKYL21875		1	7/1/2000	7	12A-12A	4 HOUR	\$140.00
3	EVA5000	CPQ PRL EVA5000 MANAGEMENT APPLIANCE		M00GFK351K		1	7/1/2000	7	12A-12A	4 HOUR	\$17.00
4	EVA3000	COMPAQ EVA3000 42U RACK				1	7/1/2000	7	12A-12A	4 HOUR	\$218.00
	AD542A	HP 14-SLOT FC-2GB DISK ENCLOSURE				8	7/1/2000				\$42.00
	304622-B22	CPQ 300GB 10K DISK FC-2GB (OBS USE 300023-001)				12	7/1/2000				\$72.00
	208550-B22	CPQ 140GB 10K DISK FC-2GB (OBS USE 300590-001)				20	7/1/2000				\$195.00
5	AA980A	HP 8-PORT FC-2GB SAN SWITCH				1	7/1/2000	7	12A-12A	4 HOUR	\$42.00
6	AA978A	HP 10-PORT FC-2GB SAN SWITCH				1	7/1/2000	7	12A-12A	4 HOUR	\$17.00

Sheriff's Department Total: \$683.00



## Service Agreement

Service Express, Inc.  
4845 Corporate Exchange Blvd SE  
Grand Rapids, MI 49512  
Phone: 800-940-5585  
Billing/Contract Fax: (616) 971-0754

Notes:

Monthly Charge: \$1,355.00

**Final Annual Charge: \$18,280.00**

Authorized Representative

Date

Authorized Representative

Date

Printed Authorized Representative: Ingham County

Printed Authorized Representative: Service Express, Inc.

\* Customer acknowledges they have read and understand the terms and conditions stated on the last page of the contract.  
\*\* All prices include continuous repair efforts and preventative maintenance on all equipment.

**For Service Call: 1-800-940-5585**

Date: 1/26/2011

Page 3 of 4



## Terms and Conditions

### 1. TERMS

This Agreement shall be effective from the commencement date stated on the face of this Agreement and shall continue for an initial term of thirty-six (36) months unless otherwise stated on face hereof. This Agreement may be terminated by either party upon thirty (30) days prior written notice, without penalty.

### 2. EQUIPMENT ADDITIONS OR DELETIONS

Equipment may be added or deleted from this Agreement upon mutual agreement of the parties. Charges for equipment added to this Agreement will be at the then current monthly rate. Charges for equipment added to or deleted from this Agreement will be prorated on a thirty (30) day month.

### 3. SERVICE RESPONSIBILITIES OF SERVICE EXPRESS, INC.

In consideration of payment of the charges set forth in this Agreement, SEI shall provide maintenance services as described below:

- (1) SEI shall perform preventive maintenance based upon specific needs of the Equipment.
- (2) SEI shall perform remedial maintenance following Customer notification of Equipment malfunction. SEI shall provide on-site response within the time frames specified on the face of this Agreement and shall provide a continuous repair effort.
- (3) SEI shall provide labor and parts deemed necessary to maintain the Equipment or to return the Equipment to operating condition. Exchanged parts removed from the Equipment become property of SEI.
- (4) SEI shall install Field Engineering Change Orders deemed necessary. Field Engineering Change Orders shall be installed at a mutually agreed upon time.

### 4. SERVICE RESPONSIBILITIES OF CUSTOMER

- (1) Customer shall contact SEI immediately when Equipment malfunctions and take reasonable precautions to limit further damage to the Equipment.
- (2) Customer shall provide full and free access to Equipment. Waivers of liability or other restrictions shall not be imposed as a requirement for access to the site.
- (3) Customer shall ensure that a Customer's representative is present during service by personnel.
- (4) Customer shall make every effort to provide a reasonable environment for the Equipment covered by this Agreement. Customer shall make all efforts to abide by manufacturer's specifications regarding environmental considerations for the Equipment being covered by this Agreement.

### 5. SERVICE LIMITATIONS

- (1) Requests for service received outside of the hours of coverage stipulated on the face of this Agreement shall be responded to on a best efforts basis.
- (2) This Agreement does not cover damage due to improper treatment or use of Equipment; unauthorized attempts by other than SEI personnel to repair, maintain or modify the Equipment; or, damage created by external sources to the Equipment. Repairs made under these circumstances shall be made at the then prevailing per call rates for labor and parts.
- (3) SEI reserves the right to withdraw individual items of Equipment from the agreement if, in SEI opinion, these items can no longer be supported. In these circumstances, SEI shall allow the Customer reasonable time to replace subject Equipment or to have Equipment refurbished.
- (4) Maintenance service does not include operation supplies or accessories (as defined by the manufacturer), cosmetic damage to Equipment, or work external to the Equipment itself.
- (5) SEI has the right to refuse, terminate, or suspend service, when in SEI's opinion, conditions at the Customer's site jeopardize the health or safety of SEI personnel.

### 6. CHARGES

- (1) CHARGES FOR MAINTENANCE SHALL BE INVOICED THIRTY (30) DAYS IN ADVANCE. PAYMENT OF THE APPLICABLE CHARGES IS DUE ON THE FIRST DAY OF THE MONTH IN WHICH SERVICE IS TO BE RENDERED.
- (2) ALL OVERDUE ACCOUNTS WILL BE CHARGED A LATE FEE OF 1.5% PER MONTH. SEI ALSO RESERVES THE RIGHT TO REFUSE SERVICE TO CUSTOMERS WITH INVOICES PAST DUE.
- (3) Charges for services not covered under this Agreement shall be invoiced at SEI per call rates, terms and conditions in effect when the service is performed.
- (4) SEI may adjust the applicable charges for Equipment covered under this Agreement upon the anniversary date of this Agreement.

### 7. LIMITATIONS OF LIABILITY AND WARRANTY

- (1) EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, SEI DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (2) CUSTOMER'S RIGHT TO RECOVER PROPERTY DAMAGES CAUSED BY SEI'S FAULT OR NEGLIGENCE SHALL BE LIMITED TO THE LIMITS OF SEI'S INSURANCE POLICIES IN EFFECT AT THE TIME OF LOSS. SEI WILL NOT BE LIABLE FOR DAMAGES RESULTING FROM LOSS OF DATA, PROFITS, USE OF PRODUCTS, OR FOR INCIDENTAL CONSEQUENTIAL DAMAGE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.  
  
This limitation of SEI's liability will apply regardless of the form of action, whether in contract or tort including negligence. Any action against SEI must be brought within six (6) months after the cause of action occurs.
- (3) SEI shall not be liable for any delay in performance due to causes beyond the reasonable control of SEI.

### 8. GENERAL

- (1) If either party neglects or fails to perform any of its obligations under this Agreement, or any other Agreement between the parties, and such failure continues for a period of twenty (20) days after written notice thereof, the other party shall have the right to terminate this Agreement.
- (2) The terms and conditions of this Agreement shall prevail over the terms and conditions of any order submitted by Customer for maintenance services under this Agreement.
- (3) This Agreement supersedes all prior service agreements and understandings between the parties with respect to Equipment covered hereunder. This Agreement may not be changed or terminated orally.
- (4) It is expressly understood that if either party, on any occasion, fails to perform any provision of this Agreement, and the other party does not enforce that provision, the failure to enforce on that occasion shall not prevent enforcement on any other occasion.
- (5) During the term of this Agreement and for a period of one year from the date of its termination, Customer shall not employ, as an employee or contractor, any SEI employee.
- (6) Neither party shall assign this Agreement unless consented to in writing by both parties.
- (7) This Agreement will be governed by the laws of the State of Michigan.





The Right Technology.  
Right Away.™

www.cdw.com  
800-808-4239

# SALES QUOTATION

QUOTE NO.	ACCOUNT NO	DATE
WBJ2100	10368329	11/18/2010

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JACOB WILLETT  
121 N MAPLE ST  
INGHAM COUNTY  
MASON, MI 48854-1655

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INGHAM COUNTY  
121 N MAPLE ST  
JACOB WILLETT  
MASON, MI 48854-1655  
Contact: JACOB WILLETT 517-676-7373

Customer Phone # 5176767299

Customer P.O.# HP CARMPACKS QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
SEAN BERGQUIST 877-325-3701	ELECTRONIC DISTRIB	Request Terms	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2	1109318	HPB 1YR PW 24X7X4 DL380 G3 Mfg#: HPB-UP466PB Contract: MARKET 310587-001 D337LJC1H083 D350LJC1H423	806.27	1612.54
2	1167877	HPB 1YR PW 24X7X4 DL380 G4 Mfg#: HPB-UG657PB Contract: MARKET 371293-405 USB624N19M USB513A4M4	696.24	1392.48
2	1167877	HPB 1YR PW 24X7X4 DL380 G4 Mfg#: HPB-UG657PB Contract: MARKET 373822-001 MALTMND23X USB517A3CS	696.24	1392.48
2	1109318	HPB 1YR PW 24X7X4 DL380 G3 Mfg#: HPB-UP466PB Contract: MARKET 333705-001 BASAKJNE3R NB2AKJNE33	806.27	1612.54
2	671037	HPB 3YR 6CTR DL38X Mfg#: HPB-U4546B Contract: MARKET	1359.91	2719.82

TOTAL Continued

CDW Government  
230 North Milwaukee Ave.  
Vernon Hills, IL 60061  
General Phone: 847-371-5000 Fax: 847-419-6200  
Account Manager's Direct Fax: 312-705-8283

Please remit payment to:  
CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515



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Right Away.™

www.cdw.com  
800-808-4239

# SALES QUOTATION

QUOTE NO.	ACCOUNT NO	DATE
WBJ2100	10368329	11/18/2010

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JACOB WILLETT  
121 N MAPLE ST  
INGHAM COUNTY  
MASON, MI 48854-1655

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INGHAM COUNTY  
121 N MAPLE ST  
JACOB WILLETT  
MASON, MI 48854-1655  
Contact: JACOB WILLETT 517-676-7373

Customer Phone # 5176767299

Customer P.O.# HP CARMPACKS QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
SEAN BERGQUIST 877-325-3701	ELECTRONIC DISTRIB	Request Terms	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1606848	458562-001 2UX81302EV 2UX81400CS  HP 1YR FW 24X7X4 DL580 G4 MEq#: HP-UM033PM Contract: MARKET 410058-B21 US8731N3JS	1355.45	1355.45
		SUBTOTAL		10085.31
		FREIGHT		.00
		SALES TAX		.00

TOTAL US Currency  
10,085.31

CDW Government  
230 North Milwaukee Ave.  
Vernon Hills, IL 60061  
General Phone: 847-371-5000 Fax: 847-419-6200  
Account Manager's Direct Fax: 312-705-8283

Please remit payment to:  
CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

Total	10,085.31
FMV Lease Option	302.26/Month
Total	10,085.31
\$BO Lease Option	329.39/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact you Account Manager for details. Payment quoted subject to change. \*\*

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#### Why finance?

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- \* Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- \* Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- \* Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term. And choose to return or purchase the equipment at end of lease.
- \* Bundle Costs. You can combine hardware, software, and services into a single transaction! Which means you can pay for your software licenses over time. We know your challenges and understand the need for flexibility.

#### General Terms and Conditions:

\*\*This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Tom,  
This is the response Sean got back from his HP rep. It says that because of the age of most of the servers there isn't an option for 3 years at once.

Let me know if you have any more questions.

Thanks,

Jake Willett  
Network Administrator  
Ingham County MIS  
| 517-676-7299 |  
| [jwillett@ingham.org](mailto:jwillett@ingham.org) |

>>> Sean Bergquist <[seanber@cdwg.com](mailto:seanber@cdwg.com)> 1/26/2011 9:16 AM >>>

Jake,

Below is the response from HP. It looks like a server or two may have a 2 year option but no 3 year. Any thoughts about the quote? Any changes you would like to see?

Hi Sean,  
They are all 1 year Post Warranty carepacks except the In Warranty 3Yr 6HR CTR Carepack U4546E for Part number 458562-001 with serial numbers 2UX81302EV and 2UX81400CS. I checked the serial numbers and the factory warranty expires on April 15, 2011 so they need to get a Post Warranty Carepack for that one. A 1 Year 6HR CTR for that would be UM402PE and a 2 Year would be UM633E. Some of the servers now have 2 Year Post Warranty options but no 3 year offers at this point.  
Thanks!  
John

-----Original Message-----

From: Jacob Willett [<mailto:jwillett@ingham.org>]  
Sent: Wednesday, January 26, 2011 7:30 AM  
To: Sean Bergquist  
Subject: Re: Fwd: CDW-G Quote WLH2965

Sean,  
Looks like Tom want's 3 year pricing. No rush at this point.

Thanks for all your help.

Jake Willett  
Network Administrator  
Ingham County MIS  
| 517-676-7299 |  
| [jwillett@ingham.org](mailto:jwillett@ingham.org) |

>>> Tom Shewchuk 1/26/2011 8:16 AM >>>

Thanks Jake,

For comparison purposes are the other quotes for 3 years? If not can you get me 3 year pricing?

Tom Shewchuk  
Ingham County  
Director, Management Information Services  
P.O. Box 319  
Mason, MI 48854  
Phone: (517) 676-7373  
Cell: (517) 719-4162  
Fax: (517) 676-7396  
E-Mail: [tshewchuk@ingham.org](mailto:tshewchuk@ingham.org)

>>> Jacob Willett 1/26/2011 8:18 AM >>>

Tom,

This is the updated quote that includes the server that didn't make it on the last quote.

Let me know if you have any questions.

Jake Willett  
Network Administrator  
Ingham County MIS  
| 517-676-7299 |  
[| jwillett@ingham.org |](mailto:jwillett@ingham.org)

>>> <[seanber@cdwg.com](mailto:seanber@cdwg.com)> 1/25/2011 6:47 PM >>>

Jake,  
Here is your updated quote

-----  
This e-mail best viewed in a fixed font such as Courier.

JACOB WILLETT

Thank you for choosing CDW-G for your computing needs. Following are the details of your quote.

Quote Date: 1/25/2011  
Quote Number: WLH2965  
P.O. Number: HP WARRANTIES QUOTE  
Customer#: 10368329

Payment Terms: Request Terms  
Shipped Via: ELECTRONIC DISTRIBUTION

QTY	ITEM	DESCRIPTION /MFG. PART NUMBER	UNIT PRICE	EXT. PRICE
2	1109318	HPE 1YR PW 24X7X4 DL380 G3 HPE-UF466PE Contract: MARKET  HPE 1YR PW 24X7X4 DL380 G3 310587-001 D337LJC1H083 D350LJC1H423	806.27	1612.54
2	1167877	HPE 1YR PW 24X7X4 DL380 G4 HPE-UG657PE Contract: MARKET  HPE 1YR PW 24X7X4 DL380 G4 371293-405 USE624N19M USE513A4M4	696.24	1392.48
2	1167877	HPE 1YR PW 24X7X4 DL380 G4 HPE-UG657PE Contract: MARKET  HPE 1YR PW 24X7X4 DL380 G4 373822-001 EALTMND23X USE517A3C5	696.24	1392.48
2	1109318	HPE 1YR PW 24X7X4 DL380 G3 HPE-UF466PE Contract: MARKET  HPE 1YR PW 24X7X4 DL380 G3 333705-001 EA5AKJNZ3R EB2AKJNZ33	806.27	1612.54
2	671037	HPE 3YR 6CTR DL38X HPE-U4546E	1359.91	2719.82

Contract: MARKET

HPE 3YR 6CTR DL38X  
458562-001  
2UX81302EV  
2UX81400CS

1 1606848 HPE 1YR PW 24X7X4 DL580 G4 1355.45 1355.45  
HPE-UM033PE  
Contract: MARKET

HPE 1YR PW 24X7X4 DL580 G4  
410058-B21  
USE731N3JS

1 688633 HPE 1YR 24X7X4 DL380 G1 1300.84 1300.84  
HPE-U4552PE  
Contract: MARKET

HPE 1YR 24X7X4 DL380 G1  
193706-001  
D234JZG2F120

Subtotal 11,386.15  
Freight .00  
Sales Tax .00  
Total 11,386.15

=====

Ship To:	Bill To:
INGHAM COUNTY	JACOB WILLETT
121 E MAPLE ST	121 E MAPLE ST
JACOB WILLETT	INGHAM COUNTY
MASON MI 48854-1655	MASON MI 48854-1655

=====

If you find any discrepancies or if I can be of further assistance,  
please let me know.

SEAN BERGQUIST

Direct line: 877-325-3701  
Fax Number: 312-705-8283  
E-Mail: [seanber@cdwg.com](mailto:seanber@cdwg.com)

=====

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230 N. Milwaukee Avenue  
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1-800-808-4239  
Business Hours:  
Monday-Friday, 8am-7:30pm CT  
Will Call Pick Up Hours:  
Monday-Friday, 8am-7pm CT (Vernon Hills)  
Saturday, 9am-2pm CT (Vernon Hills)  
Sunday, Closed

All information subject to CDW-G's terms and policies.  
For more details, contact a CDW-G account manager or go to  
<http://www.cdwg.com/r.asp?n=18531>  
Form: OE400E

Introduced by County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE THE ADDITION AND RENEWAL OF THE HARDWARE MAINTENANCE AGREEMENT FROM SERVICE EXPRESS, INCORPORATED FOR 36-MONTHS**

WHEREAS, Ingham County currently utilize Service Express for maintenance on critical computer hardware in the case of a failure; and

WHEREAS, the MIS department is very satisfied with the service thus far; and

WHEREAS, MIS researched multiple vendors solutions and recommend continuing with Service Express, Incorporated for our hardware maintenance needs; and

WHEREAS, the proposed monthly cost for hardware not currently under maintenance is \$472.00 per month, and the cost for existing hardware maintenance due to expire in July is \$883.00 per month; and

WHEREAS, the total monthly cost for all existing and new hardware maintenance is \$1,355.00 and a 36-month total cost of \$48,780.00.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes the purchase of the hardware maintenance from Service Express, Inc. for 36-months in the amount of \$48,780.00, with the ability to renew for an additional two (2) years.

BE IT FURTHER RESOLVED, that the total cost will be paid out of the county's Network Fund (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.

**Staff Review Summary Memorandum**

Human Resources Department

**DATE:** 02.17.2011

**TO:** **Resolutions (County Services and Finance Committees)**

**FROM:** T. A. Lindsey, Human Resources Director  
Phone 517.887.4327 \* [tlindsey@ingham.org](mailto:tlindsey@ingham.org) \* Fax 517.887.4396

**SUBJECT:** Staff Review Summary Memorandum for Fair Office

---

The Fair Director, Ms. Hensinger is resigning effective March 31, 2011. After considering time constraints and possible immediate options for management continuity the following **short term** actions are recommended:

- 1). Secure the services of an **experienced part-time temporary** for the Fair Director position (with the capability of converting to a short term personal services contract arrangement if necessary),
- 2). County Commissioners and the Fair Board could plan **long term** structure.

**Resolution Necessity:** This is part of a temporary action plan to provide Fair Management coverage while long range options are determined.

**Financial Details:** Part-time temporary compensated at \$25 per hour.

**Effective Date:** Immediate effect after Full Board Approval.

**Those affected by the resolution:** Fair Management.

**Other Implications:** None.

**Additional Documentation:** None.

**Staff Recommendation:** Human Resources recommends approval.



Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AUTHORIZING A PART-TIME TEMPORARY POSITION AT THE  
INGHAM COUNTY FAIRGROUNDS**

WHEREAS, the current Ingham County Fair Manager is retiring effective March 2011; and

WHEREAS, the Ingham County Fair Board recommends that the Ingham County Board of Commissioners authorize a part-time temporary employee to fulfill management duties at the Ingham County Fairgrounds during the transition to a permanent solution; and

WHEREAS, this action is necessary to maintain day-to-day operations at the Fair and ensure a smooth and orderly transition; and

WHEREAS, this part-time temporary employee will report to the Fair Board with day-to-day operational assistance from the Controller/Administrator's Office.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes a part-time temporary employee to fulfill management duties at the Ingham County Fairgrounds.

BE IT FURTHER RESOLVED, this part-time temporary employee will be compensated at a rate of \$25 per hour for no than 25 hours per week.

BE IT FURTHER RESOLVED, this resolution will take immediate effect upon Board of Commissioners approval and remain in effect until 30 days after the implementation of a permanent staffing solution for the Ingham County Fairgrounds.

**Agenda Item 7b**

MEMORANDUM

February 16, 2011

TO: Finance Committee

FROM: Teri Morton, Budget Director

RE: Resolution Establishing the 2012 Budget Calendar

Attached is a resolution establishing the Budget Calendar for 2012. Included in this schedule is the presentation of performance measures and activity indicators to assist the Board of Commissioners in formulating its strategic goals for 2012 as well as the annual review of fees for various county services.

The liaison committees of the Board of Commissioners will review the departments' 2012 background information and make recommendations for strategic goals during the round of committee meetings starting April 14. The strategic goals for 2012 are scheduled to be recommended by the Finance Committee on April 20 and passed by the Board of Commissioners on April 26. These goals will be forwarded to departments for use in preparation of their 2012 budget requests, which will be due on May 27.

A date range is given for the Controller's budget meetings, and exact dates will be released as they become available. For the first time this year, the liaison and Finance budget hearings were set as part of the Board Calendar. Liaison Budget hearings will be held on August 29 through September 1, and the Finance Budget hearing will be held on September 14. Commissioners are invited to attend all of these meetings.

Please contact me if you have any questions.

Introduced by the Finance Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION ESTABLISHING THE BUDGET CALENDAR FOR 2012**

WHEREAS, Public Act 621 of 1978 provides that the Board of Commissioners establishes an appropriate time schedule for preparing the budget; and

WHEREAS, this Act requires that each elected official, department head, administrative office or employer of a budgetary center shall comply with the time schedule and requests for information from the Controller.

THEREFORE BE IT RESOLVED, that the attached budget calendar for the 2012 budget process be adopted.

BE IT FURTHER RESOLVED, that the County Clerk shall be directed to provide written notification of the attached budget calendar to all elected officials and department heads.

## **2012 BUDGET CALENDAR**

March 2	Finance Committee recommends 2012 budget calendar.
March 8	Board of Commissioners approves 2012 budget calendar.
April 14 - 19	Liaison Committees forward recommendations for strategic goals for 2012 to the Finance Committee.
April 20	Finance Committee recommends strategic goals for 2012.
April 26	Board of Commissioners adopts strategic goals for 2012.
April 28 – May 4	Committees review fees for various county services to make recommendations for any appropriate increases to be effective January 1, 2012.
May 12 -18	Committees make recommendations for increases to fees for various county services to be effective January 1, 2012.
May 24	Board of Commissioners adopts increases to fees for various county services to be effective January 1, 2012.
May 27	Department heads, agencies and community agencies submit operating and capital budgets.
June 16 - July 1	Controller holds budget meetings with departments.
August 23	Controller's Recommended Budget distributed to full Board of Commissioners.
Aug. 29 – Sept. 1	Liaison Committees hold hearings on operating and capital budget recommendations.
September 14	Finance Committee holds hearings and makes operating and capital improvement budget recommendations.
October 25	Board holds public hearing on the General Fund Budget. Board adopts operating and capital budgets and millages.

## Agenda Item 8a

TO: Finance Committee

FROM: Becky Bennett  
Board Coordinator

DATE: February 23, 2011

RE: Public Act 88 Task Force

The attached resolution creates a Public Act 88 Task Force which will look into establishing a fund for economic development in Ingham County.

Public Act 88 of 1913 provides that Boards of Supervisors of the several counties may levy a special tax on the taxable property within their respective counties for the purpose of creating a fund; or appropriate out of the general fund an amount to be used for advertising agricultural or industrial advantages of the state or county or any part of the state.

The Board can then appropriate these funds for the support, work and maintenance of a legal association development bureau or board organized under the laws of Michigan, not organized or conducted for profit, which is engaged in the purpose of advertising the advantages of and encouraging immigration, and increasing the trade of the county and other adjoining counties of the state.

The membership of the Task Force may include, but not be limited to, representatives of the following:

- County Commissioners
- Economic Development Corporation officials in Ingham County communities
- Ingham County Economic Development Corporation Board of Directors or staff
- Taxpayer Groups
- Lansing Regional Chamber of Commerce
- LEAP
- County Treasurer
- Small Business Association of Michigan
- Venture Capital Association
- Prima Civitas
- Tri-County Regional Planning
- General Public
- Other members as determined by the Task Force Co-Chairs.

Commissioners Andy Schor and Brian McGrain will serve as co-chairs of the Task Force.

Introduced by the Finance Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION CREATING A PUBLIC ACT 88 TASK FORCE**

WHEREAS, Public Act 88 of 1913 provides that Boards of Supervisors of the several counties may levy a special tax on the taxable property within their respective counties for the purpose of creating a fund; or appropriate out of the general fund an amount to be used for advertising agricultural or industrial advantages of the state or county or any part of the state; and

WHEREAS, the Board of Supervisors may appropriate the sum so raised by special tax, or appropriated out of the general fund, or any part of the same to the support and work and maintenance of a legal association, development bureau or board organized under the laws of Michigan, not organized or conducted for profit, and which is engaged in the purpose of advertising the advantages of and encouraging immigration, and increasing the trade of the county and other adjoining counties of the State; and

WHEREAS, the Ingham County Board of Commissioners is interested in creating a Task Force to look into establishing a fund for economic development in Ingham County under Public Act 88 of 1913.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby creates a Public Act 88 Task Force with membership that may include, but not be limited to, the following:

County Commissioners  
Economic Development Corporation officials in Ingham County communities  
Ingham County Economic Development Corporation Board of Directors or staff  
Taxpayer Groups  
Lansing Regional Chamber of Commerce  
LEAP  
County Treasurer  
Small Business Association of Michigan  
Venture Capital Association  
Prima Civitas  
Tri-County Regional Planning  
General Public  
Other members as determined by the Task Force Co-Chairs

BE IT FURTHER RESOLVED, that the Task Force will be co-chaired by Commissioners Andy Schor and Brian McGrain.

## Agenda Item 8b

TO: Finance Committee

FROM: Becky Bennett  
Board Coordinator

DATE: February 23, 2011

RE: Resolution Calling on the State of Michigan to Preserve Revenue Sharing

Governor Rick Snyder has proposed a 34% reduction to county revenue sharing in his Fiscal Year 2012 budget for the State of Michigan. This reduction would result in a loss of approximately \$2,000,000 to Ingham County's budget severely impacting the services provided to Ingham County residents.

Pursuant to state statute and guidance from the Michigan Department of Treasury, Ingham County withdrew \$6 million from their revenue sharing reserve fund in 2010; and will exhaust its revenue sharing reserve funds in 2011; 2012 should have been the first full year that Ingham County resumed receiving their statutory revenue sharing payments, estimated at a little over \$6 million.

This resolution calls on Governor Snyder to reconsider his position on these cuts and to restore full revenue sharing to counties for Fiscal Year 2012 and calls on the Legislature of the State of Michigan to support full revenue sharing to counties for fiscal year 2012.

Introduced by the Finance Committee

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION CALLING ON THE STATE OF MICHIGAN TO  
PRESERVE REVENUE SHARING FOR COUNTIES**

WHEREAS, some form of “revenue sharing “from the state to local units has been around since 1939, and

WHEREAS, this long standing tradition whereby income, sales, property, or business taxes were collected by the state and shared with local units was established in exchange for the preemption of local levies, and

WHEREAS, pursuant to state statute and guidance from the Michigan Department of Treasury, Ingham County withdrew \$6 million from their revenue sharing reserve fund in 2010; and

WHEREAS, during 2011 Ingham County will exhaust its revenue sharing reserve funds and is therefore scheduled to resume statutory revenue sharing payments from the State of Michigan; and

WHEREAS, 2012 should have been the first full year that Ingham County resumed receiving their statutory revenue sharing payments, estimated at a little over \$6 million; and

WHEREAS, Ingham County uses such revenues to fund a variety of programming at the county level, including funding for essential public health services, emergency operations, register property deeds, maintain and improve county drains, law enforcement, jail operations, elections, trial court operations, equalization, birth and death records, marriage licenses, mental health services, foster care, and juvenile justice; and

WHEREAS, Governor Rick Snyder has proposed a 34% reduction to county revenue sharing in his Fiscal Year 2012 budget for the State of Michigan; and

WHEREAS, this proposed reduction in revenue sharing would result in a loss of approximately \$2,000,000 to Ingham County’s budget; and

WHEREAS, services provided by Ingham County to its residents would be severely impaired by such a reduction to its General Fund budget.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners calls on the Governor of the State of Michigan to reconsider his position on these cuts and to restore full revenue sharing to counties for Fiscal Year 2012.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners calls on the Legislature of the State of Michigan to support full revenue sharing to counties for fiscal year 2012.

BE IT FURTHER RESOLVED, that the County Clerk shall send copies of this resolution to Governor Rick Snyder, the Ingham County State Legislative Delegation, and the Michigan Association of Counties.