

CHAIRPERSON
BRIAN McGRAIN

VICE-CHAIRPERSON
KARA HOPE

VICE-CHAIRPERSON PRO-TEM
RANDY MAIVILLE

FINANCE COMMITTEE
SARAH ANTHONY, CHAIR
REBECCA BAHAR-COOK
TODD TENNIS
PENELOPE TSEBNOGLOU
BRIAN McGRAIN
RANDY SCHAFFER
ROBIN CASE NAEYAERT

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, JUNE 3, 2015 AT 6:00 P.M., IN THE PERSONNEL CONFERENCE ROOM (D & E), HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING.

Agenda

Call to Order

Approval of the [May 20, 2015 Minutes](#)

Additions to the Agenda

Limited Public Comment

1. Treasurer's Office - Update on the Audit Regarding the Reconciliation Issue
2. Small Talk Program - Resolution Authorizing a Contract Amendment for the 2015 Small Talk [Children's Assessment Center](#) - Sexual Trauma Recovery Program
3. Health Department
 - a. Resolution to Renew the Agreement with Cross Country Staffing, Inc. for Per Diem Professional Staffing for [Medication Passing Services](#) at the Ingham County Jail
 - b. Resolution to Authorize [Subcontract Agreements](#) with the Greater Lansing African American Health Institute, the South Side Community Coalition, and Shirley Carter
 - c. Resolution to Accept Funding from the W. K. Kellogg Foundation, Funding From Michigan Association Of United Ways, and to Act as the Fiduciary/Payee for the Wayne [Children's Healthcare](#) Access Program
 - d. Resolution to Authorize a Subcontract with Metropolitan Organizing Strategy Enabling Strength ([MOSES](#)) for Attendance at their Summit on Race and Power
4. Parks Department
 - a. Resolution Authorizing a Contract with Layne Christensen Company for the Emergency Replacement of an Irrigation [Well Pump](#) and Housing at Hawk Island County Park
 - b. Resolution to Authorize a [Reorganization](#) of the Parks Department's Two Vacant Ranger II Positions
5. Road Department
 - a. Resolution Authorizing and Endorsing Submission of a Grant Application Under the MDOT TEDF-A Program for the [Reconstruction of Cedar Street](#) from US-127 to College Road in Alaiadon and Delhi Townships, Ingham County, Michigan for the Ingham County Road Department
 - b. Resolution to Execute Waterborne Centerline [Pavement Marking](#) Agreements with the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville

- c. Resolution to Approve a [Railroad Crossing](#) Agreement with the Jackson & Lansing Railroad Company in Relation to a Road Reconstruction Project for Michigan Avenue from 1500 Feet West of Waverly Road to 1500 Feet East of Clare Street
 - d. Resolution to Approve Local Road Agreement with [Leroy Township](#) for the Ingham County Road Department
 - e. Resolution to Approve Local Road Agreement with [Aurelius Township](#) for the Ingham County Road Department
 - f. Resolution to Approve Local Road Agreement with [Leslie Township](#) for the Ingham County Road Department
 - g. Resolution to Approve Local Road Agreement with [Vevay Township](#) for the Ingham County Road Department
 - h. Resolution to Approve Local Road Agreement with [Alaiedon Township](#) for the Ingham County Road Department
 - i. Resolution to Approve Local Road Agreement with [Meridian Township](#) for the Ingham County Road Department
 - j. Resolution to Approve Local Road Agreement with [Williamstown Township](#) for the Ingham County Road Department
 - k. Resolution to Approve Local Road Agreement with [Bunker Hill Township](#) for the Ingham County Road Department
 - l. Resolution Authorizing Two Term-Limited AFSCME Class 4 [Highway Worker](#) Positions for the Road Department
 - m. Resolution Authorizing a [Re-Organization](#) (Reclassification) of an Engineering Technician Position for the Road Department
6. Board of Commissioners - Resolution Establishing a Freedom of Information Act ([FOIA](#)) Policies and Guidelines, Public Summary of Procedures and Guidelines, and FOIA Operational Procedures for Ingham County
7. Facilities Department
- a. Resolution Awarding a Contract to Pavement Consultants, Inc. to Provide Professional Asphalt Consulting and Project Management Services for the [Parking Lot Replacement](#) at Forest Community Health Center
 - b. Resolution Authorizing a Purchase Order with Laux Construction, LLC to Fabricate and Install Four (4) Corner Support Posts on the [Pavilion II Roof](#) at Potter Park Zoo
8. Controller's Office - Resolution Authorizing Entering into a Contract with Redstone Architects, Inc. to Conduct a Needs Assessment and [Feasibility Study](#) of the Ingham County Sheriff's Office, Lansing Police Department Including Detention, and 55th and 54A District Courts

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.

FINANCE COMMITTEE
May 20, 2015
Draft Minutes

Members Present: Anthony, Bahar-Cook, Tennis, McGrain, and Naeyaert

Members Absent: Schafer and Tsernoglou

Others Present: Teri Morton, Rick Terrill, Mike Ashton, Richard Gentry, Sandra Dargatz, Ryan Buck, and others

The meeting was called to order by Chairperson Anthony at 6:30 p.m. in the Personnel Conference Room "D & E" of the Human Services Building, 5303 S. Cedar Street, Lansing, Michigan.

Approval of the May 6, 2015 Minutes.

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. TENNIS, TO APPROVE THE MAY 6, 2015 FINANCE COMMITTEE MINUTES.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioners Schafer and Tsernoglou.

Additions to the Agenda

No additions to the Agenda.

Limited Public Comment

None.

MOVED BY COMM. NAEYAERT, SUPPORTED BY COMM. TENNIS, TO APPROVE A CONSENT AGENDA FOR THE FOLLOWING ACTION ITEMS:

1. Sheriff's Office
 - a. Resolution to Enter into a Contract with Mid Michigan Kennels to Accept a Donation of a New K-9 Dog and Training for the New K-9 Handler
 - b. Resolution to Purchase 21 Body Cameras from L3 Mobile Vision, Inc. Using Homeland Security Grant Program Funds

3. Health Department
 - a. Resolution to Authorize Amendment #2 to the 2014-2015 Comprehensive Agreement with the Michigan Department of Health & Human Services
 - b. Resolution to Authorize Amendment #1 to the Subcontract with the Michigan Public Health Institute (MPHI)

4. Register of Deeds - Resolution Authorizing a Continuing Contract for Microfilm and Indexing Services for the Register of Deeds
6. Fair - Resolution Authorizing Entering into a Contract with Anderson-Fischer & Associates for Excavation Services for Improvements to the “Donkey” and Dressage Arenas at the Ingham County Fairgrounds
7. Facilities Department - Resolution Authorizing a Purchase Order to JH Construction to Install a Barrier Free Sidewalk around the Perimeter of the Mason Courthouse
8. Road Department
 - a. Resolution Authorizing a Contract for Gravel Road Dust Control Service for the Road Department
 - b. Resolution Authorizing the Purchase of 2015 Seasonal Requirements of Smooth-Lined Corrugated Polyethylene Pipe & Helically Corrugated Steel Pipe for the Road Department
 - c. Resolution to Approve a Second Party Agreement between the Michigan Department of Transportation (MDOT) and the Ingham County Road Department and a Third Party Agreement between Delhi Township and the Ingham County Road Department in Relation to a Federally Funded Pathway Project along Holt Road from Kahres Road to Eifert Road
9. Controller/Administrator’s Office
 - a. Resolution Updating Various Fees for County Services

There was a discussion about the relationship between the Power of We Consortium and Community Agencies contemplated in Agenda Item No. 9(b).

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioners Schafer and Tsernoglou.

THE MOTION TO APPROVE THE ITEMS ON THE CONSENT AGENDA CARRIED UNANIMOUSLY. Absent: Commissioners Schafer and Tsernoglou.

2. Circuit Court/Family Division - Resolution to Authorize Ingham County Circuit Court to Accept Donations for the Ingham County Youth Center Programs

MOVED BY COMM. MCGRAIN, SUPPORTED BY COMM. BAHAR-COOK, TO APPROVE THE RESOLUTION TO AUTHORIZE INGHAM COUNTY CIRCUIT COURT TO ACCEPT DONATIONS FOR THE INGHAM COUNTY YOUTH CENTER PROGRAMS.

Commissioner Bahar-Cook asked why the Youth Center had not been accepting donations before.

Richard Gentry, Youth Center Director, addressed the Committee regarding the resolution. He stated that they had been accepting donations through their “token economy store.” Mr. Gentry provided background on the token system.

Commissioner Bahar-Cook invited all the commissioners to take a tour of the facility. She stated that she had a very moving experience when she toured the facility.

Mr. Gentry invited the commissioners to take a tour.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioners Schafer and Tsernoglou.

5. Innovation & Technology - Resolution Authorizing the Purchase of a 36 Month Support Service Agreement (SSA) for the New Jail Audio System

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. TENNIS, TO APPROVE THE RESOLUTION AUTHORIZING THE PURCHASE OF A 36 MONTH SUPPORT SERVICE AGREEMENT (SSA) FOR THE NEW JAIL AUDIO SYSTEM.

Mike Ashton, Chief Information Officer, provided background on this resolution.

The resolution was amended as follows:

WHEREAS, the first phase was completed on Post 5 in June **2014**, the second phase was completed from Resolution #14-338, and the third and final phase was a completed from Resolution #14-400; and

This was considered a friendly amendment.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioners Schafer and Tsernoglou.

9. Controller/Administrator’s Office
 - b. Resolution Approving Criteria for Evaluating 2016 Applications for Community Agency Funding

MOVED BY COMM. MCGRAIN, SUPPORTED BY COMM. BAHAR-COOK, TO APPROVE THE RESOLUTION APPROVING CRITERIA FOR EVALUATING 2016 APPLICATIONS FOR COMMUNITY AGENCY FUNDING.

Commissioner McGrain stated that he wanted to discuss whether community agencies should be encourage or required to be members of the Power of We in order to receive funding.

Commissioner Bahar-Cook asked what it took to become a member of the Power of We. She also asked whether there was sufficient time for a community agency to join for this year's grant funding. Commissioner Bahar-Cook stated that they could possibly assign additional points for Power of We membership.

Chairperson Anthony stated that Power of We membership requirements were very loose. She further stated that they met monthly. Chairperson Anthony stated that she liked the idea of awarding additional points this year, but then make Power of We membership mandatory in future years.

Discussion.

Commissioner Tennis provided an overview of the timeline of the application, review, and recommendation process. He also provided historical background of the development of the application evaluation rating system.

There was a discussion regarding the application evaluation rating system.

Commissioner Tennis stated that another idea would be to require those agencies be a member of the Power of We as a condition of receiving funds.

Discussion.

Chairperson Anthony stated that she would reach out to the Power of We to get updated information on Power of We membership requirements.

The Committee asked staff to investigate whether requiring Power of We membership as a condition of receiving funding would be a viable option.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioners Schafer and Tsernoglou.

10. Board Referrals

- a. Notice of Public Hearing from the City of Lansing Regarding Brownfield Plan #38A
- b. Letter from the Charter Township of Meridian Regarding the Planned Residential Development #15-97015

No action was taken on these items.

Announcements

Commissioner Naeyaert stated that the new Dart Bank Headquarters groundbreaking event occurred today. She thanked all who attended.

Public Comment

None.

Adjournment

The meeting was adjourned at approximately 6:52 p.m.

JUNE 3, 2015 FINANCE AGENDA STAFF REVIEW SUMMARY

RESOLUTION ACTION ITEMS:

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

2. *Small Talk Program – Resolution Authorizing a Contract Amendment for the 2015 Small Talk Children's Assessment Center – Sexual Trauma Recovery Program*

This resolution authorizes a contract amendment for the Small Talk Children's Assessment Center – Sexual Trauma Recovery program reducing the award from \$18,000 to \$9,000 and revising the Scope of Services for the period of January 1, 2015 through December 31, 2015. This was the first year of funding for the Small Talk program and they were unable to hire the staff person to complete the original Scope of Services. (see attached memo for details)

- 3a. *Health Department - Resolution to Renew the Agreement with Cross Country Staffing, Inc. for Per Diem Professional Staffing for Medication Passing Services at the Ingham County Jail*

This resolution renews the agreement with Cross Country Staffing for medication passing services at the Ingham County Jail through July 28, 2016. All other terms of the agreement remain the same.

- 3b. *Health Department - Resolution to Authorize a Subcontract Agreement with the Greater Lansing African American Health Institute, the South Side Community Coalition, and Shirley Carter*

In support of the Healthy Start project, which is designed to reduce infant mortality and disparities in infant mortality for African Americans, this resolution authorizes subcontracts with the Greater Lansing African-American Health Institute (GLAAHI) for up to \$4,000 and the South Side Community Coalition (SSCC) for up to \$4,000 to assist in the delivery of health education classes and fatherhood classes/groups to Ingham County residents. An additional contract with Shirley Carter would be authorized to plan, develop, execute, and evaluate a Family Health and Fitness Day that will take place on June 27, 2015 at Bethlehem Temple Church. These services will be paid at a rate of \$100.00 for each hour of service performed. The amount of this agreement will not exceed \$5,000. The ICHD budgeted \$60,000 for contractual assistance related to the implementation of its Healthy Start Project.

- 3c. *Health Department - Resolution to Accept Funding from the W. K. Kellogg Foundation, Funding From Michigan Association Of United Ways, and to Act as the Fiduciary/Payee for the Wayne Children's Healthcare Access Program*

This resolution authorizes acceptance of funds in the amount of up to \$360,000 from the W. K. Kellogg Foundation and up to \$200,000 from the Michigan Association of United Ways (\$560,000 total) and entering into an agreement to act as the fiduciary/payee for the Wayne Children's Healthcare Access Program for the period of June 1, 2015 through May 31, 2016.

- 3d. *Health Department - Resolution to Authorize a Subcontract with Metropolitan Organizing Strategy Enabling Strength (MOSES) for Attendance at their Summit on Race and Power*

This resolution authorizes a subcontract with MOSES for up to \$15,000 to provide funds for Michigan Power to Thrive members to attend the Summit on Race and Power.

4a. *Parks Department – Resolution Authorizing a Contract with Layne Christensen Company for the Emergency Replacement of an Irrigation Well Pump and Housing at Hawk Island County Park*

When Parks Department staff noticed an irrigation well at Hawk Island County Park was not working properly, the pump and piping were inspected to determine the cause. A qualified inspector determined that the pump and housing needed to be replaced. The Purchasing Department solicited proposals from experienced and qualified contractors for this purpose, resulting in proposals from three vendors: Layne Christensen Company, Brown Drilling Co., Inc., and Dyer Well Drilling Service, Inc. After careful review and evaluation, the Parks Department recommends that a contract be awarded to Layne Christensen Company in an amount not to exceed \$7,850.

4b. *Parks Department – Resolution to Authorize a Reorganization of the Parks Department’s Two Vacant Ranger II Positions*

The Parks Department requests authorization to reorganize the Ranger II level of service in the parks. Ingham County presently has two open positions for Ranger II, but that classification no longer meets the needs of the department. Upon review by staff and Human Resources and in consultation with affected collective bargaining units, it was determined that the best way to cover the needs of the Ingham County Parks would be to restructure both Ranger II positions. This proposal changes one Ranger II position to a newly created job titled “Mechanic - Parks Department,” at the same salary range of an Assistant Park Manager (\$39,965.78 - \$48,921.20). The second Ranger II position would be converted to a Ranger I position. The long-term financial impact of these changes was estimated to be \$1,499.

5a. *Road Department – Resolution Authorizing and Endorsing Submission of a Grant Application under the MDOT TEDF-A Program for the Reconstruction of Cedar Street from US-127 to College Road in Alaedon and Delhi Townships, Ingham County, Michigan for the Ingham County Road Department*

The Road Department submitted an application for a Michigan Transportation Economic Development Fund (TEDF), Category A (transportation projects supporting new job growth in Michigan) grant (TEDF-A) from the Michigan Department of Transportation (MDOT) to fund rehabilitating and resurfacing Cedar Street between Howell and College Road in conjunction with the Dart Company expansion. The estimated cost of rehabilitating and resurfacing Cedar Street between Howell and College Roads together with related engineering is \$2,187,500, of which TEDF-A grant funds would fund 80% (\$1,750,000) and the remaining minimum 20% (\$437,500) must be local match. The local match can be any combination of soft match, such as engineering for the project, and cash contribution towards construction. Some engineering has been completed by consulting engineers retained by Dart which would count toward this soft match, and some engineering would be performed by Road Department staff. Of the estimated \$437,500 local match, \$175,000 is estimated to be cash match on construction, and the remainder is engineering. A resolution to approve this TEDF-A grant application is a requirement of MDOT.

5b. *Road Department – Resolution to Execute Waterborne Centerline Pavement Marking Agreements with the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville*

Ingham County annually refreshes centerline and edgeline paint on 433 miles of primary roads. The proposed resolution would authorize agreements with the City of Leslie (\$1,666.40), City of Mason (\$3,516.20), City of Williamston (\$1,400.80), and the Village of Webberville (\$1,464.80) to participate in the Road Department’s 2015 pavement marking program.

5c. *Road Department – Resolution to Approve a Railroad Crossing Agreement with the Jackson & Lansing Railroad Company in Relation to a Road Reconstruction Project for Michigan Avenue from 1500 Feet West of Waverly Road to 1500 Feet East of Clare Street*

Road Department staff negotiated an arrangement to include resurfacing of the Jackson and Lansing Railroad Company track crossing (a J&LRC responsibility) in exchange for the railroad company providing a federally-mandated track flagger (a project responsibility). The arrangement will result in a better track crossing and streamline the crossing resurfacing. Costs associated with the J&LRC track resurfacing and the project's mandatory track flagger are estimated to be about equal. The Road Department seeks approval of a resolution to authorize the arrangement.

5d. *Road Department – Resolution to Approve Local Road Agreement with Leroy Township for the Ingham County Road Department*

Leroy Township recently petitioned the Road Department to include improvement projects on local roads throughout the Township as part of the 2015 local road program. These projects involve approximately 1,300 tons of asphalt paving for all roads at a total estimated cost of \$52,000. A County Road Department allocation of \$22,200 was reserved for local road improvement in Leroy Township pending Township approval of matching funds. If project costs exceed the \$52,000 estimate, they will be paid by Leroy Township.

5e. *Road Department – Resolution to Approve Local Road Agreement with Aurelius Township for the Ingham County Road Department*

Aurelius Township recently petitioned the Road Department to include improvement projects on local roads throughout the Township as part of the 2015 local road program. These projects involve approximately 572 tons of asphalt paving for all roads at a total estimated cost of \$22,866. In addition, the chip-sealing portion of the Edgar Road project from Bunker to Columbia Roads (estimated cost - \$30,000) was not completed in 2014 and thus remains to be completed in 2015. A County Road Department allocation of \$22,200, plus a carry-over allocation of \$4,233, was reserved for local road improvement in Aurelius Township pending Township approval of matching funds. If project costs exceed the \$27,099 estimate, they will be paid by Aurelius Township.

5f. *Road Department – Resolution to Approve Local Road Agreement with Leslie Township for the Ingham County Road Department*

Leslie Township recently petitioned the Road Department to include improvement projects on local roads throughout the Township as part of the 2015 local road program. A County Road Department allocation of \$24,000, plus an additional \$5,381 carried over from 2014, was reserved for local road improvement in Leslie Township pending Township approval of matching funds. If project costs exceed the \$29,381 estimate, they will be paid by Leslie Township.

5g. *Road Department – Resolution to Approve Local Road Agreement with Vevay Township for the Ingham County Road Department*

Vevay Township recently petitioned the Road Department to include improvement projects on local roads throughout the Township as part of the 2015 local road program. A County Road Department allocation of \$30,000 was reserved for local road improvement in Vevay Township pending Township approval of \$30,000 in matching funds. If project costs exceed the \$60,000 estimate, they will be paid by Vevay Township.

5h. Road Department – Resolution to Approve Local Road Agreement with Alaiedon Township for the Ingham County Road Department

Alaiedon Township recently petitioned the Road Department to include improvement projects on local roads throughout the Township as part of the 2015 local road program. A County Road Department allocation of \$30,000 was reserved for local road improvement in Alaiedon Township pending Township approval of \$30,000 in matching funds. If project costs exceed the \$60,000 estimate, they will be paid by Alaiedon Township.

5i. Road Department – Resolution to Approve Local Road Agreement with Meridian Township for the Ingham County Road Department

Meridian Township recently petitioned the Road Department to include improvement projects on local roads throughout the Township as part of the 2015 local road program. These projects involve approximately 4.4 miles of Hot In Place Recycling (HIPR) and complete paving of one course asphalt at 1 inch thickness for all roads at a total estimated cost of \$637,234. A County Road Department allocation of \$115,000 was reserved for local road improvement in Meridian Township pending Township approval of matching funds. If project costs exceed the \$230,000 in available funds, they will be paid by Meridian Township.

5j. Road Department – Resolution to Approve Local Road Agreement with Williamstown Township for the Ingham County Road Department

Williamstown Township recently petitioned the Road Department to include improvement projects on local roads throughout the Township as part of the 2015 local road program. These projects involve approximately 3.35 miles of asphalt paving for all roads at a total estimated cost of \$125,000. In addition, the chip-sealing portion of the Edgar Road project from Bunker to Columbia Roads (estimated cost - \$30,000) was not completed in 2014 and thus remains to be completed in 2015. A County Road Department allocation of \$30,000, plus a carry-over allocation of \$25,108, was reserved for local road improvement in Williamstown Township pending Township approval of matching funds. If project costs exceed the \$110,216 estimate, they will be paid by Williamstown Township.

5k. Road Department – Resolution to Approve Local Road Agreement with Bunker Hill Township for the Ingham County Road Department

Bunker Hill Township recently petitioned the Road Department to include improvement projects on local roads throughout the Township as part of the 2015 local road program. These projects involve approximately 4.3 miles of single course chip-sealing for all roads at a total estimated cost of \$64,500. A County Road Department allocation of \$22,200 was reserved for local road improvement in Bunker Hill Township pending Township approval of matching funds. If project costs exceed the \$44,400 in available funds, they will be paid by Bunker Hill Township.

5l. Road Department – Resolution Authorizing Two Term-Limited AFSCME Class 4 Highway Worker Positions for the Road Department

Two AFSCME bargaining unit employees in the Western District of the Road Department expect to go on workers comp medical leave for possibly extended periods. As a result, the Road Department seeks approval of a resolution to create two new, term-limited AFSCME class-4 positions which would be filled until the current employees return from medical leave. The AFSCME bargaining unit is agreeable to establishing two new term-limited positions in the bargaining unit to fill this need. The net weekly increase in personnel costs is \$485.31 per week, or \$5,823.72 total, for the 12 weeks each employee is estimated to be on leave.

5m. Road Department – Resolution Authorizing a Re-Organization (Reclassification) of an Engineering Technician Position for the Road Department

The Road Department seeks approval of a resolution to reclassify one Engineering Technician I position (OPEIU Grade 3) to one Engineering Technician II (OPEIU Grade 5) in the Road Department’s Engineering Division. Discussion of this request took place at the May 5 meeting of the County Services Committee as required in the reorganization policy.

6. Board of Commissioners – Resolution Establishing a Freedom of Information Act (FOIA) Policies and Guidelines, Public Summary of Procedures and Guidelines, and FOIA Operational Procedures for Ingham County

Public Act 563 of 2014 enacted numerous amendments to the Michigan Freedom of Information Act (FOIA) that compel revision of the current County FOIA Policy adopted in 2008. The new statute requires adoption and online posting of “FOIA Policies and Guidelines” and a “FOIA Policy Summary” to ensure that the FOIA requests are addressed in an efficient and consistent manner. The County is also required to adopt FOIA Operational Procedures to implement these County FOIA Policies and Guidelines. A resolution and referenced policy documents are offered in order to comply with these statutory requirements.

7a. Facilities Department – Resolution Awarding a Contract to Pavement Consultants, Inc. to Provide Professional Asphalt Consulting and Project Management Services for the Parking Lot Replacement at Forest Community Health Center

This resolution authorizes a contract not to exceed \$9,300 with Pavement Consultants, Inc. for consulting and project management services for the parking lot replacement at the Forest Community Health Center. Funds for this contract are available in the Community Health Center budget.

7b. Facilities Department – Resolution Authorizing a Purchase Order with Laux Construction, LLC to Fabricate and Install Four (4) Corner Support Posts on the Pavilion II Roof at Potter Park Zoo

Upon inspection by a qualified architect, it was determined that additional corner support posts are necessary in order to keep the Potter Park Zoo Pavilion II roof corners from sagging. Pavilion II is the most heavily used shelter and failure to provide additional roof support poses a safety concern. The Facilities Department recommends awarding a contract to Laux Construction, LLC, to fabricate and install the four corner support posts for a total cost not to exceed \$5,425.00.

8. Controller’s Office - Resolution Authorizing Entering into a Contract with Redstone Architects, Inc. to Conduct a Needs Assessment and Feasibility Study of the Ingham County Sheriff’s Office, Lansing Police Department including Detention, and 55th and 54A District Courts

This resolution authorizes awarding a contract to a vendor for a not to exceed cost of \$169,835 to conduct a needs assessment and feasibility study of the Ingham County Sheriff’s Office, Lansing Police Department including detention, and 55th and 54A District Courts. The City of Lansing will subcontract with Ingham County to fund their portion (\$41,850) of the project.

DISCUSSION ITEM:

1. Treasurer’s Office - Update on the Audit Regarding the Reconciliation Issue

Agenda Item 2

TO: Law and Courts and Finance Committee
FROM: Lisa McCormick, Treasurer Small Talk Children's Assessment Center
RE: Revised Scope of Services
DATE: May 18, 2015

For the 2015 Juvenile Justice Mileage award, the Law & Courts committee graciously recommended \$18,000 be allocated to Small Talk Children's Assessment Center for a Sexual Trauma Recovery Program Therapist. This program works with youth between the age of 6 and 17 who are displaying sexual behavior/deviant problems.

The initial request was for \$42,907.00 which was the cost associated with hiring a full time employee. After the \$18,000 request was granted, the Small Talk Board of Directors entered into negotiations with Shiawassee Child Abuse Prevention Council, a similar assessment center in Shiawassee County, to provide a match in order for a full time employee to be hired. Their board approved a match of \$18,000.00. We also looked for other grantors but were unsuccessful. Although under the full time salary request, both boards hoped to be able to find an individual who had the necessary skills for this challenging work.

We posted the position in the beginning of the year. We jointly hired an individual who after training decided the position was not for her because she did not feel comfortable counseling this group of children. After she resigned, we posted the position again and interviewed but did not find the right candidate for the position.

Small Talk has received \$9,000.00 from Ingham County to date from the Juvenile Justice Funds. At this point in the year, Small Talk Board of Directors does not feel we would be able to hire, train and use the grant funds within the calendar year. Our hope is that you allow us to re-allocate the funds to our other crisis counseling that we currently employ. Our current crisis counselor has a caseload of children in therapy healing from sexual and/or physical abuse. We currently receive grant funds from the Department of Community Health, Crime Victim Services Commission (VOCA) which only covers a portion of his salary.

This amendment has been reviewed by Dave Stoker, Corporation Counsel. Attached is his email stating that the Amendment is within the ballot criteria.

I am emailing to confirm our phone conversation on this proposed use of Juvenile Justice Millage funds. The use of these millage funds must be consistent with the purpose outlined in the ballot language that authorized the millage. The specific purpose within the Ingham County juvenile justice millage approved language, as set forth in the ballot, was "*for the purpose of funding an increase in Ingham County's capacity to detain and house juveniles who are delinquent or disturbed, and to operate new and existing programs for the treatment of such juveniles, ...*" The information you provide indicates that here the proposed use would be to fund a program for the treatment of disturbed juveniles, and would therefore fit within the ballot language criteria.

David G. Stoker
Cohl, Stoker & Toskey, P.C.
(517) 372-9000
dstoker@cstmlaw.com

Amendment to Request

Total Salary: \$ 42,785.60

VOCA Salary: \$ 28,901.60

Ingham County Bar Association Grant: \$ 2,000.00

Requested JJM Grant Award: \$ 9,000.00 * only used for Ingham County Residents

Small Talk Contribution: \$2875.00

Current Caseload for Crisis Counselor

Current Ingham County Clients: 27

Current Non-Ingham County Clients: 2

Currently Waitlisted: 6

Demographics:

Females: 23 Males: 6

Average Age: 11.5

Average Male Age: 8

Average Female Age: 12

Youngest Client: 3

Small Talk Children's Assessment Center
Crisis Counselor Job Description

Job Title: Crisis Counselor
Reports to: Executive Director

Job Classification and Status: The Crisis Counselor is a hourly partially grant funded position and is an at-will employee of Small Talk. The position requires 40 hours per week of crime victim support services with some flexibility in scheduling. The position and pay rate is contingent upon funding.

Essential Duties and Responsibilities:

Under the directions of the Executive Director, the Crisis Counselor will be responsible for including but not limited to the following duties:

- Provide in person crisis intervention of children and non-offending caregivers at first contact with Small Talk Children's Assessment Center
- Complete the intake process with each family including greeting families when they arrive at the center, assist with completion of intake paperwork, provide resource packet which will include information regarding services at Small Talk Children's Assessment Center
- Evaluate the child's/family needs and provide appropriate support and information
- Offer up to 12 counseling sessions for each client and non-offending caregiver seen at the center and provide counseling services when requested
- Organize support group opportunities and provide support groups to both children and their non-offending caregivers
- Make recommendations and referrals for ongoing mental health therapy and sexual assault counseling
- Act as a liaison with the Prosecutor's Office to provide advocacy and support with court proceedings
- Maintain timely, accurate documentations and statistical information pertaining to client files.
- Provide accurate statistical reports as needed
- Recruit and supervise VOCA interns
- Comply with all VOCA guidelines
- Update NCAtrak database with counseling and victim advocacy information
- Attend monthly case review meetings
- Participate in supervision as designated by Executive Director
- Participate in professional development as approved by the Executive Director
- Other duties as assigned

Skills, knowledge and abilities requirements: The Crisis Counselor must have knowledge of child development and child sexual abuse dynamics and at least two years of experience supporting victims of sexual abuse and their families. The Crisis Counselor must be able to work cooperatively with clients, team members and other community partners. Have excellent rapport building skills and able to demonstrate sound clinical judgment.

Educational Requirements: Master's degree in Social Work, Counseling, or related field and must maintain all licenses and credentials.

Physical Environment: The physical environment is in an office building. The position requires the ability to sit at a desk, work on a computer and do some light lifting.

Small Talk Children's Assessment Center will employ the Crisis Counselor in accordance with all state and federal laws, including but not limited to, Equal Employment Opportunity and the American with Disabilities Act.

Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING A CONTRACT AMENDMENT FOR THE 2015 SMALL TALK CHILDREN'S ASSESSMENT CENTER – SEXUAL TRAUMA RECOVERY PROGRAM

WHEREAS, a Juvenile Millage was approved by the voters of Ingham County in November of 2002, then renewed in 2006 and 2012 for the purpose of funding an increase to Ingham County's capacity to detain and house juveniles who are delinquent or disturbed, and to operate new and existing programs for the treatment of such juveniles; and

WHEREAS, the Ingham County Board of Commissioners established a Juvenile Justice Community Agency Process, through Resolution #14-323 reserving a pool of Juvenile Justice Millage funds, to seek and fund proposals from qualified vendors to increase the capacity of the county juvenile justice system for the treatment of delinquent and disturbed youth which the County believes to be consistent with the provisions of the millage proposal approved by the voters; and

WHEREAS, the County awarded a 2015 Juvenile Justice Community Agency contract to Small Talk Children's Assessment Center – Sexual Trauma Recovery in the amount of \$ 18,000; and

WHEREAS, the program has not been able to fill and retain the Sexual Trauma Recovery Therapist Position necessary to get the program fully operational; and

WHEREAS, Small Talk Children's Assessment Center – Sexual Trauma Recovery program would like to amend their contract and Scope of Services for another Juvenile Justice Millage eligible program.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes a contract amendment for the Small Talk Children's Assessment Center – Sexual Trauma Recovery program reducing the award from \$18,000 to \$9,000 for the period of January 1, 2015 through December 31, 2015.

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

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign the necessary contracts and/or documents consistent with this resolution and approved as to form by the County Attorney.

MEMORANDUM

TO: Human Services Committee
Finance Committee

FROM: Linda S. Vail, MPA, Health Officer

DATE: May 14, 2015

RE: Resolution to Renew Agreement with Cross Country Staffing, Inc. for Per Diem Professional Staffing for Medication Passing Services at the Ingham County Jail

Attached is a resolution to authorize the Ingham County Health Department (ICHHD) to enter an agreement with Cross Country Staffing, Inc. for per diem professional staffing for medication passing services at the Ingham County Jail.

ICHHD has maintained an agreement with Cross Country Staffing, Inc. (previously Medical Staffing Network Healthcare, LLC) to provide per diem medication passing services at the Ingham County Jail. ICHHD employs temporary part-time medication passing staff at the jail through this agency as a backup resource to fill shifts as needed. The current agreement with Cross Country Staffing, Inc. expires on July 28, 2015. Cross Country Staffing, Inc. has offered to renew the agreement for an additional year, from July 29, 2015 through July 28th, 2016, at the same terms as the current agreement.

I recommend that the Ingham County Board of Commissioners adopt the attached resolution to authorize the Health Department to renew its agreement with Cross Country Staffing, Inc. for per diem professional staffing for medication passing services at the Ingham County Jail.

c: Eric Thelen w/attachment
Barbara Watts Mastin w/attachment

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO RENEW THE AGREEMENT WITH CROSS COUNTRY STAFFING, INC. FOR PER DIEM PROFESSIONAL STAFFING FOR MEDICATION PASSING SERVICES AT THE INGHAM COUNTY JAIL

WHEREAS, in Resolution #14-361 the Ingham County Board of Commissioners authorized an agreement with Cross Country Staffing, Inc., to provide per diem professional staffing for medication passing services at the Ingham County Jail; and

WHEREAS, the Ingham County Health Department (ICHHD) entered into a per diem professional staffing agreement with Cross Country Staffing, Inc., for medication passing services at the Ingham County Jail; and

WHEREAS, medication passing is a necessity in the delivery of high quality and efficient health care services to jail inmates; and

WHEREAS, the current agreement with Cross Country Staffing, Inc., expires on July 28th, 2015; and

WHEREAS, the Ingham Community Health Center Board of Directors supports renewing the agreement with Cross Country Staffing, Inc. for per diem professional staffing for medication passing services at the Ingham County Jail for one year at the same terms; and

WHEREAS, the Health Officer recommends renewing the agreement with Cross Country Staffing, Inc. for per diem professional staffing for medication passing services at the Ingham County Jail for one year at the same terms.

THEREFORE BE IT RESOLVED, that renewal of the agreement is authorized with Cross Country Staffing Inc. for per diem professional staffing for medication passing services at the Ingham County Jail for the term of July 29th, 2015 through July 28th, 2016.

BE IT FURTHER RESOLVED, that all other terms of the agreement shall remain the same.

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

MEMORANDUM

TO: Board of Commissioners

FROM: Linda S. Vail, MPA, Health Officer

DATE: May 28, 2015

SUBJECT: Authorization for a Subcontract Agreement with the Greater Lansing African-American Health Institute, South Side Community Coalition, and Shirley Carter

Resolution #14-413 authorized a grant agreement from the U.S. Department of Health and Human Services (HHS) Division of Health Resources and Services Administration (HRSA) in support of the Healthy Start Project for the period of September 1, 2014 through May 31, 2019 in the amount of \$3,532,933. The Healthy Start Project is designed to reduce infant mortality and disparities in infant mortality for African Americans living in Ingham County, Michigan. Healthy Start will address disparities in perinatal health outcomes through direct services, perinatal system coordination, and community mobilization.

The Ingham County Health Department (ICHD) is proposing a subcontract with the Greater Lansing African-American Health Institute (GLAAHI) for up to \$4,000 and the South Side Community Coalition (SSCC) for up to \$4,000 to assist in the delivery of health education classes and fatherhood classes/groups to Ingham County residents. Through this process, GLAAHI and SSCC will deliver a number of services to assist in successful program implementation. Services to be provided by GLAAHI and SSCC include: (1) reviewing existing databases to identify potential participants who fit the identified target population; (2) collaboration with ICHD Healthy Start staff to assist in marketing and promotion efforts; (3) collaboration with ICHD Healthy Start staff to assist in promotion and coordination of Healthy Start activities at the GLAAHI site (Letts Community Center) via social media outlets, GLAAHI's website, and other electronic and non-electronic portals; (4) provide meeting space and facilities support at the following location: Letts Community Center; and (5) coordinate childcare provided during the workshop.

ICHD would also like to enter into an agreement with Shirley Carter who will work with the Healthy Start Project to plan, develop, execute, and evaluate a Family Health and Fitness Day that will take place on June 27, 2015 at Bethlehem Temple Church. The Family Health and Fitness Day will be a showcase of family, community health, and fitness related resources for Ingham County residents. These services will be paid at a rate of \$100.00 for each hour of service performed. The amount of this agreement will not exceed \$5,000. The ICHD budgeted \$60,000 for contractual assistance related to the implementation of its Healthy Start Project.

I recommend that the Board of Commissioners authorize subcontracts with the Greater Lansing African American Health Institute for up to \$4,000, the South Side Community Coalition for up to \$4,000, and Shirley Carter for up to \$5,000.

c: Eric Thelen w/attachment
Regina Traylor w/attachment
Debbie Edokpolo w/attachment
Stephanie Strickling w/attachment

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE SUBCONTRACT AGREEMENTS WITH THE
GREATER LANSING AFRICAN AMERICAN HEALTH INSTITUTE,
THE SOUTH SIDE COMMUNITY COALITION, AND SHIRLEY CARTER**

WHEREAS, the Health Department was awarded funding by the U.S. Department of Health and Human Services (HHS) Division of Health Resources and Services Administration (HRSA) to continue with and expand its Healthy Start Program for the period of September 1, 2014 through May 31, 2019 in the amount of \$3,532,933; and

WHEREAS, Resolution #14-413 previously authorized a grant agreement from HRSA in support of the Healthy Start Project; and

WHEREAS, the Healthy Start Project's goal is to improve perinatal outcomes, promote women's health, and eliminate racial disparities in Ingham County, Michigan utilizing a collective impact framework; and

WHEREAS, African-American women bear an undue disease burden with disproportionately high rates of infant mortality, with rates of 17.8 per 1,000 live births, as compared to the white infant mortality rate of 8.0 per 1,000 live births; and

WHEREAS, engagement of African-American women and men in areas where the census data demonstrates a high rate of our target population and at community organizations where they are currently being served is a high priority for participant recruitment and enrollment; and

WHEREAS, the Greater Lansing African American Health Institute (GLAAHI) is a non-profit organization that mobilizes the greater Lansing community to address the issue of health disparities among individuals and families. Additionally, GLAAHI provides education, outreach, advocacy, and coalition building on all aspects of health concerns including physical, mental, oral, and environmental health; and

WHEREAS, the South Side Community Coalition (SSCC) provides educational programs, job training, life skills, and recreational opportunities for youth and community members on the south side of Lansing; and

WHEREAS, Mrs. Shirley Carter has extensive experience providing event coordination and marketing services to established individuals and entities in Ingham County and around the nation.

THEREFORE BE IT RESOLVED, that a subcontract agreement is authorized with the Greater Lansing African-American Health Institute to provide services to assist with successful program implementation including recruitment, referrals, marketing, and facility usage, with the period of the subcontract agreement being June 1, 2015 through May 31, 2016 for an amount up to \$4,000.

BE IT FURTHER RESOLVED, that a subcontract agreement is authorized with the South Side Community Coalition to provide services to assist with successful program implementation, including recruitment, referrals, marketing, and facility usage, with the period of the subcontract agreement being June 1, 2015 through May 31, 2016 for an amount up to \$4,000.

BE IT FURTHER RESOLVED, that a subcontract agreement is authorized with Shirley Carter to plan, develop, execute, and evaluate a Family Health and Fitness Day to take place on June 27, 2015 at Bethlehem Temple Church, with the period of the subcontract agreement being June 1, 2015 through July 1, 2015 for an amount up to \$5,000.

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

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

MEMORANDUM

TO: Human Services Committee
Finance Committee

FROM: Linda S. Vail, MPA, Health Officer

DATE: May 13, 2015

RE: Resolution to Accept Funding from the W.K. Kellogg Foundation, Funding from Michigan Association of United Ways, and to Act as the Fiduciary/Payee for the Wayne Children's Healthcare Access Program

Wayne Children's Healthcare Access Program (WCHAP) is a pediatric medical home implementation program now in its fifth year. WCHAP coordinates an integrated system of early childhood support services that is voluntary, accessible, and culturally competent for families with children who are on Medicaid or are Medicaid eligible. WCHAP provides this service through a variety of avenues including telephone consultation, education, transportation, home visits, interpretation services, and asthma case management services.

Resolution #14-200 authorized an agreement between the W. K. Kellogg Foundation (WKKF) and Ingham County Health Department (ICHD) to act as fiduciary/payee for WCHAP. WCHAP is requesting that we continue this fiduciary/payee role for new grant funding from WKKF and Michigan Association of United Ways (MAUW). WCHAP sustainability is dependent upon receiving Medicaid Outreach Matching funds. We are proposing a Medicaid Match subcontract with WCHAP wherein ICHD will charge WCHAP a 7.5 percent fee on the total funding made available to them. The contract period will be from June 1, 2015 through May 31, 2016.

As the fiduciary/payee of the WKKF and the MAUW funds, ICHD will:

1. Receive funds from WKKF up to \$360,000 and MAUW up to \$200,000 (\$560,000 total) on behalf of WCHAP.
2. Set up a system to provide an initial payment to WCHAP and subsequent reimbursement of costs.
3. Process Medicaid Outreach documentation required to draw Medicaid Outreach Matching Funds.
4. Perform on site, quarterly sub-recipient monitoring of WCHAP.
5. Forward any required reports as provided by WCHAP.

WCHAP will:

1. Provide quarterly financial reports of all expenses as provided by their third party accounting firm, Angeline Smith and Associates.
2. Provide quarterly reports for Medicaid Outreach.
3. Provide any and all programmatic reports to be sent to WKKF and MAUW.
4. Keep ICHD up-to-date on any changes in funding.

I recommend that the Board of Commissioners authorize the acceptance of funds in the amount of up to \$360,000 from the W. K. Kellogg Foundation and up to \$200,000 from the Michigan Association of United Ways (\$560,000 total) and enter into an agreement to act as the fiduciary/payee for the Wayne Children's Healthcare Access Program.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ACCEPT FUNDING FROM THE W. K. KELLOGG FOUNDATION, FUNDING FROM MICHIGAN ASSOCIATION OF UNITED WAYS, AND TO ACT AS THE FIDUCIARY/PAYEE FOR THE WAYNE CHILDREN'S HEALTHCARE ACCESS PROGRAM

WHEREAS, Wayne Children's Healthcare Access Program (WCHAP) is a pediatric medical home implementation program now in its fifth year; and

WHEREAS, WCHAP is a program that coordinates an integrated system of early childhood support services that are voluntary, accessible, and culturally competent to families with children who are on Medicaid or are Medicaid eligible; and

WHEREAS, the W.K. Kellogg Foundation (WKKF) has awarded WCHAP up to \$360,000 and the Michigan Association of United Way has awarded WCHAP up to \$200,000 (\$560,000 total) to provide these services, and WCHAP has requested that ICHD be the fiduciary/payee; and

WHEREAS, Resolution #14-200 authorized an agreement between WKKF and ICHD to act as fiduciary/payee for WCHAP and WCHAP has asked the ICHD to continue to serve as its fiduciary/payee; and

WHEREAS, as the fiduciary/payee of the WKKF and MAUW funds, ICHD will:

1. Receive funds from WKKF up to \$360,000 and MAUW up to \$200,000 (\$560,000 total) on behalf of WCHAP.
2. Set up a system to provide an initial payment to WCHAP and subsequent reimbursement of costs.
3. Process Medicaid Outreach documentation required to draw Medicaid Outreach Matching Funds.
4. Perform on site, quarterly sub-recipient monitoring of WCHAP.
5. Forward any required reports as provided by WCHAP.

WHEREAS, WCHAP will:

1. Provide quarterly financial reports of all expenses as provided by their third party accounting firm, Angeline Smith and Associates.
2. Provide quarterly reports for Medicaid Outreach.
3. Provide any and all programmatic reports to be sent to WKKF and MAUW.
4. Keep the ICHD up-to-date on any changes in funding.

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize the acceptance of funds in the amount of up to \$360,000 from the W. K. Kellogg Foundation and up to \$200,000 from the Michigan Association of United Ways (\$560,000 total) and entering into an agreement to act as the fiduciary/payee for the Wayne Children's Healthcare Access Program.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the acceptance of funds in the amount of up to \$360,000 from the W. K. Kellogg Foundation and up to \$200,000 from the Michigan Association of United Way (\$560,000 total) and entering into an agreement to act as the fiduciary/payee for the Wayne Children's Healthcare Access Program.

BE IT FURTHER RESOLVED, that ICHD will charge WCHAP a 7.5 percent fee on the total funding made available to them through the Medicaid match.

BE IT FURTHER RESOLVED, that ICHD will:

1. Receive funds from WKKF up to \$360,000 and MAUW up to \$200,000 (\$560,000 total) on behalf of WCHAP.
2. Set up a system to provide an initial payment to WCHAP and subsequent reimbursement of costs.
3. Process Medicaid Outreach documentation required to draw Medicaid Outreach Matching Funds.
4. Perform on site, quarterly sub-recipient monitoring of WCHAP.
5. Forward any required reports as provided by WCHAP.

BE IT FURTHER RESOLVED, that WCHAP will:

1. Provide quarterly financial reports of all expenses as provided by their third party accounting firm, Angeline Smith and Associates.
2. Provide quarterly reports for Medicaid Outreach.
3. Provide any and all programmatic reports to be sent to WKKF and MAUW.
4. Keep ICHD up-to-date on any changes in funding.

BE IT FURTHER RESOLVED, that the period of the subcontract shall be June 1, 2015 through May 31, 2016.

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

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

MEMORANDUM

TO: Human Services Committee
Finance Committee

FROM: Linda S. Vail, MPA, Health Officer

DATE: May 15, 2015

RE: Recommendation to Authorize a Subcontract with Metropolitan Organizing Strategy Enabling Strength (MOSES) for Attendance at their Summit on Race and Power

Through the Ingham County Health Department (ICHHD) Social Justice Initiative, ICHHD has gained recognition at the state and national level as a leader in coordinating efforts to incorporate principles of social justice and health equity into public health practice. In 2013, ICHHD entered into a contractor agreement with the National Association of City and County Health Officials (NACCHO) to coordinate the development of a network of local health departments and community organizers in Michigan (Michigan Power to Thrive). This agreement, for \$10,000, was authorized with Resolution #13-285. A subsequent amendment to the agreement adding \$70,000 was authorized with Resolution #14-168. A second agreement establishing a new contract in the amount of \$62,300 was authorized with Resolution #14-417.

The activities covered in the scope of work for these agreements include providing or arranging for the provision of consultation to 1) develop new community organizing groups to work with local departments; 2) provide training and technical assistance to local health departments and organizers working collaboratively in Michigan; 3) educate and familiarize health department personnel with the tools, methods, and strategies used by organizers to achieve policy victories that improve health equity in communities; 4) provide networking/summit events to help resolve barriers that restrict or inhibit strong working relationships between community organizers and local health departments; and 5) coordinate community dialogues that use the documentary series *The Raising of America* to develop a regional or statewide issue campaign for health equity.

MOSES is a community organizing partner operating in Detroit and an active partner in Michigan Power to Thrive. MOSES is coordinating a four-day Summit on Race and Power which takes place June 8-11, 2015. This summit will bring together leading advocates for racial equity from across the country. This summit will be an important opportunity for Michigan Power to Thrive members to meet and strategize ways to illuminate and dismantle the dominant narrative of racism and racial privilege in their communities.

The cost for attending the summit, which includes lodging and food, is \$425 per person (\$225 for those who commute to the event). At present 31 people from 7 different counties have requested funds to attend the summit as representatives of Michigan Power to Thrive, and we anticipate a few more may request funds in the coming weeks. This resolution authorizes the use of up to \$15,000 of NACCHO grant funds to allow Michigan Power to Thrive members to attend the MOSES Summit on Race and Power.

I recommend that the Board of Commissioners authorize a subcontract with MOSES for up to \$15,000 to provide funds for Michigan Power to Thrive members to attend the Summit on Race and Power.

c: Eric Thelen w/attachment
Joel Murr w/attachment
Doak Bloss w/attachment

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A SUBCONTRACT WITH METROPOLITAN ORGANIZING STRATEGY ENABLING STRENGTH (MOSES) FOR ATTENDANCE AT THEIR SUMMIT ON RACE AND POWER

WHEREAS, health equity – the elimination of the root causes of health disparity—is one of the core values for the Ingham County Health Department (ICHD); and

WHEREAS, since 2011 representatives of ICHD have been building relationships with local, state, and national organizations, looking for promising ways to align the health equity work of public health practitioners and community organizers; and

WHEREAS, organizers and public health personnel from eight counties in Michigan have worked together to create a new network called Michigan Power to Thrive; and

WHEREAS, in Resolutions #13-285, #14-168, and #14-417, the Board of Commissioners authorized agreements between the ICHD and the National Association of County and City Health Officials (NACCHO) accepting funding in the amount of \$142,300 to coordinate the “Building Networks” activity in Michigan; and

WHEREAS, funds received through these agreements are to be used to subcontract with other departments and organizations to carry out any of the following activities: 1) develop new community organizing groups to work with local departments; 2) provide training and technical assistance to local health departments and organizers working collaboratively in Michigan; 3) educate and familiarize health department personnel with the tools, methods, and strategies used by organizers to achieve policy victories that improve health equity in communities; 4) provide networking/summit events to help resolve barriers that restrict or inhibit strong working relationships between community organizers and local health departments; and 5) coordinate community dialogues that use the documentary series *The Raising of America* to develop a regional or statewide issue campaign for health equity; and

WHEREAS, Metropolitan Organizing Strategy Enabling Strength (MOSES), a community organizing partner and active member of the Michigan Power to Thrive network, will be coordinating a four-day Summit on Race and Power which takes place June 8 – 11, 2015, in Detroit, Michigan; and

WHEREAS, this event will be a major planning and organizing opportunity for the members of Michigan Power to Thrive; and

WHEREAS, more than 30 participants in Michigan Power to Thrive have requested financial support in attending this important event, and there are sufficient funds remaining in the two grants from NACCHO to support these requests in an amount not to exceed \$15,000.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes a subcontract not to exceed \$15,000 with MOSES to be used as funding for members of Michigan Power to Thrive to attend the Summit on Race and Power which takes place June 8 – 11, 2015.

BE IT FURTHER RESOLVED, that these funds may be applied to the fee for attending the summit, including lodging and food expenses for non-commuters.

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

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

MEMO

Date: May 19, 2015

To: County Services & Finance Committees

From: Tim Morgan, Parks Director

Re: Resolution Authorizing a Contract with Layne Christensen Company for the Emergency Replacement of an Irrigation Well Pump and Housing at Hawk Island County Park

The irrigation well at Hawk Island County Park was not working so park staff contacted Dyer Well Drilling & Service, Inc. to pull the pump and piping for a repair estimate. It was determined that the pump and housing needed to be replaced. This is an emergency request that the Park Commission recommended pursuing with the Board of Commissioners.

The Ingham County Purchasing Department solicited proposals from experienced and qualified contractors for the purpose of installing an irrigation well pump and housing at Hawk Island County Park. Three vendors submitted bids: Layne Christensen Company, Brown Drilling Co., Inc., and Dyer Well Drilling Service, Inc.

After careful review and evaluation of the proposals received, the Evaluation Committee recommends that a contract be awarded to Layne Christensen Company in an amount not to exceed \$7,850.

Please do not hesitate to contact me if you have questions regarding this issue.

MEMORANDUM

TO: County Services and Finance Committees

FROM: Jim Hudgins, Director of Purchasing

DATE: May 14, 2015

SUBJECT: Installation of an Irrigation Well Pump & Motor at Hawk Island Park

Project Description:

Proposals were sought from experienced and qualified contractors for the purpose of installing an irrigation well pump and motor at Hawk Island County Park. The awarded contractor must be registered through the State of Michigan Department of Environmental Quality in accordance with Part 127, 1978 PA 368, MCL 333.12701 to 333.12715 and Administrative Rules in the Michigan Water Well Construction and Pump Installation Code.

Proposal Summary:

Vendors contacted: 08 Local: 02

Vendors responding: 03 Local: 01

| VENDOR NAME | Local Pref | Total Bid |
|------------------------|----------------------------|-------------|
| Layne Christensen Co | Yes, Lansing | \$7,850.00 |
| Brown Drilling Company | No, Howell | \$11,683.00 |
| Dyer Well Drilling | No, Lansing (Eaton County) | \$14,745.00 |

Recommendation:

Layne Christensen Company, a local vendor, submitted the lowest responsive and responsible proposal. The company is registered through the State of Michigan Department of Environmental Quality and insured.

The recommendation is to award the contract to Layne Christensen Company in an amount not to exceed \$7,850.

Advertisement:

The RFP was advertised in the Lansing State Journal, City Pulse, 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 LAYNE CHRISTENSEN COMPANY FOR THE EMERGENCY REPLACEMENT OF AN IRRIGATION WELL PUMP AND HOUSING AT HAWK ISLAND COUNTY PARK

WHEREAS, the irrigation well at Hawk Island County Park was not working; and

WHEREAS, park staff contacted Dyer Well Drilling & Service, Inc. to pull the pump and piping for a repair estimate; and

WHEREAS, it was determined the pump needed repair and the piping/housing is extensively corroded, has several holes in it and needs replacing; and

WHEREAS, this is an emergency request that the Park Commission recommended pursuing with the Board of Commissioners; and

WHEREAS, the Purchasing Department solicited proposals from qualified and experienced firms for the purpose of installing an irrigation well pump and housing at Hawk Island County Park; and

WHEREAS, after careful review and evaluation of the proposals received, the Evaluation Committee recommends that a contract be awarded to Layne Christensen Company who submitted the most responsive and responsible proposal.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes awarding a contract to Layne Christensen Company, for a cost not to exceed \$7,850 for the installation of an irrigation well pump and housing at Hawk Island County Park.

BE IT FURTHER RESOLVED, that funds are available in the Machinery and Equipment Revolving fund balance (664-75299-978000).

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budget adjustments consistent with this resolution.

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

MEMO

Date: May 6, 2015
To: County Services
From: Tim Morgan, Parks Director
Re: Reorganization of Ranger II Positions

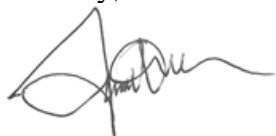
Dear Commissioners,

The Ingham County Parks Department is requesting the reorganization of the department at the Ranger II level of service in the parks. Ingham County presently has two open positions for Ranger II. The Ranger II position no longer meets the needs of the department. Upon review by staff, Human Resources and consulting with the union it was determined that the best way to cover the needs of the Ingham County Parks would be to reorg both Ranger II positions.

1. Position number 759006 is currently a Park Ranger II. The Parks Department would like to convert this position into a newly created job description, Mechanic – Parks Department. The salary range would be the same as an Assistant Park Manager, salary scale \$39,965.78 - \$48,921.20. I have attached a copy of the Mechanic job description for your records.
2. Position number 759007 is currently a Park Ranger II. The Parks Department would like to convert this position to a Park Ranger I.

Please find the new job descriptions for both positions that more accurately represent the job duties performed in their day to day roles in the department. The new positions will fulfill the need to have a certified mechanic and provide a third Ranger I position, therefore providing for a Ranger I at all three County Parks. Presently, there are only two Ranger I positions and these positions are often shared between the parks. The financial analysis of this change is attached and provided by Teri Morton, Budget Director. She informed us that the long term annual cost of this reorganization would be \$1,499 as a financial impact to this request. Human Resources have approved and are included with this request. The ICEA Park Rangers union has reviewed the job descriptions for the positions and has given their approval with no objections. I have also reached out to the staff affected and they have indicated and confirmed they have no concern or objection to these changes. Thank you for your consideration and feel free to contact me if you have any questions at 244-7191 or tmorgan@ingham.org.

Sincerely,



Tim Morgan, Director
Ingham County Parks

Agenda Item 4b

TO: Tim Morgan, Director Ingham County Parks
FROM: Beth Bliesener, Employment Specialist
DATE: 5-5-15
RE: Memo of Analysis for Re-Organization

Human Resources can confirm the following information regarding the re-organization the Parks Department is requesting:

1. Position number 759006 is currently a vacant Park Ranger II. The Parks Department would like to convert this position into a newly created job description, Mechanic – Parks Department. The salary range would be ICEA Park Ranger Asst Manager 1, Mechanic; salary scale \$39,965.78 - \$48,921.20. I have attached a copy of the Mechanic job description.
2. Position number 759007 is currently a vacant Park Ranger II. The Parks Department would like to convert this position into an established classification, Park Ranger I.

I have sent the ICEA Park Rangers chair notice regarding the new job description and position conversions and they support the re-organization. I have attached the Unions response.

Please use this memo as acknowledgement of Human Resources' participation. You are now ready to complete the final step in the process: contact Budgeting, write a memo of explanation and prepare a resolution for Board approval.

If I can be of further assistance, please email or call me (887-4375).

From: Emens, Coe
Sent: Tuesday, May 05, 2015 8:21 AM
To: Bliesener, Elisabeth
Subject: RE: Parks Department Re-organization

Good morning Elisabeth.

Go ahead with the Re-org.

Thanks.

Coe F. Emens III
Ingham County Parks Department
121 East Maple Street
Mason, MI 48854

From: Bliesener, Elisabeth
Sent: Tuesday, April 21, 2015 10:10 AM
To: Emens, Coe
Cc: Morgan, Timothy
Subject: Parks Department Re-organization

Thank you Coe for meeting with us this morning. Here is a recap of what the Parks Department would like to propose to do in their reorganization.

1. Position number 759006 is currently a Park Ranger II. The Parks Department would like to convert this position into a newly created job description, Mechanic – Parks Department. The salary range would be the same as an Asst Park Manager, salary scale \$39,965.78 - \$48,921.20. I have attached a copy of the Mechanic job description for your records.
2. Position number 759007 is currently a Park Ranger II. The Parks Department would like to convert this position to a Park Ranger I.

After you review please let me know if you have any other questions and if you support the re-organization.

Thanks,
Beth

Beth Bliesener
Employment Specialist
517-887-4375

Transmission is Privileged and Confidential.

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**INGHAM COUNTY
JOB DESCRIPTION**

MECHANIC – PARKS DEPARTMENT

General Summary:

Under the supervision of all Park Manger II's, services, repairs and maintains equipment and vehicles used in all park's operation. Develops programs for preventive maintenance and effectively schedules all ongoing maintenance activities. Performs a variety of repair and maintenance tasks related to buildings and grounds which require trade skills and the operation of heavy equipment at all parks. Serves as a lead worker for seasonal employees and volunteers.

Essential Functions:

1. Establish and implement preventative maintenance, repair schedules and procedures for all equipment and vehicles. Responsible for getting vehicles and equipment from all parks for preventative maintenance. Maintains fleet database and updates established procedures to meet current standards.
2. Repairs and maintains vehicles and equipment used in park's operation. Performs full range of preventative maintenance tasks including oil changes, lubricating and changing fluids, tune-ups, brake repairs, transmission and engine repairs, ignition and electronic engine control repairs, antilock brakes and complete brake overhauls, repairs wheel-bearings, installs shock absorbers.
3. Inspects, diagnoses, repairs a variety of heavy and medium-duty fleet units (including but not limited to: loaders, graders, dump trucks, snow groomers and a variety of tractors); light-duty automotive fleet units (automobiles, and trucks); small fleet units (riding lawn mowers, snowmobiles, bobcat and tractors); and small engine fleet units (including but not limited to: chainsaws, weed whips, blowers and push mowers).
4. Repairs, rebuilds, and fabricates parts to repair light and heavy-duty equipment – gasoline and diesel, drive trains, engines, transmissions, electrical systems, fuel systems, brake systems, cooling systems and hydraulic systems or related equipment.
5. Places orders and maintains inventory including parts and supplies.
6. Serves as liaison for internal and external vendors. Completes necessary paperwork. Maintains records and receipts on purchases, performed services and warranties. Reviews service contracts. On behalf of the Department Head, responsible for securing services at the most competitive price.
7. Prepares decommissioned units for sale/trade; outfit new units to put in service.
8. Serves as liaison for internal and external vendors. Completes necessary paperwork. Maintains records and receipts on purchases, performed services and warranties. Reviews service contracts. On behalf of the Department Head, responsible for securing services at the most competitive price.
9. Performs routine inspections and records of units to ensure compliance with MDOT regulations.
10. Makes service calls on fleet units to perform emergency repairs.
11. Maintenance of the Snowcat for grooming snow. Includes, but not limited to dealing with freeze-ups, electrical problems, broken seals, computer failures, track adjustments, and hydraulic leaks.

12. Participates in the performance of parks operations, grounds and building maintenance tasks year round such as but not limited to landscaping, plumbing, electrical, concrete, and carpentry.

Other Functions:

- Performs other duties as assigned.
- Must adhere to departmental standards in regard to HIPAA and other privacy issues.
- During a public health emergency, the employee may be required to perform duties similar to, but not limited, to those in his/her job description.

(An employee in this position may be called upon to do any or all of the above tasks. These examples do not include all of the tasks which the employee may be expected to perform.)

Employment Qualifications:

Education: A minimum of a High School diploma or equivalent is required. Vocational training in automotive and equipment repair is preferred.

Experience: A minimum of three (3) years' experience as a mechanic is required.

Certifications: Certified by the State of Michigan as a Master Auto Mechanic is required.

Other Requirements:

- A valid Michigan Driver's License in good standing
- Successful completion of a physical exam and substance abuse test prior to start date.
- Must be able to work a variable work schedule including overtime, weekends and holidays as needed.
- Must be able to respond to emergency situations as needed.
- Must possess personal necessary hand tools and toolbox to perform duties.

(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)

Desirable Knowledge, Skills and Abilities:

- Strong knowledge of basic design, operation and repair of diversified mechanized equipment and related parts for small engine (both 2 and 4 cycle), light, medium, and heavy-duty vehicles and equipment, including general knowledge of current CLD and DOT rules and regulations.
- Strong knowledge of materials, tools, hazards and safety practices and procedures related to vehicle and equipment maintenance and ability to follow them.
- Good knowledge of light and heavy maintenance fleet units and automotive apparatus; care and operation of internal combustion engines of hydraulic systems, transmissions and differentials of electrical motors and vehicles.
- Knowledge and ability to operate light and heavy equipment including, but not limited to, automobiles, boom/aerial truck, water/tank truck, backhoe, loader, skidsteer, tractors, snow plow, dump truck and snowcat.
- Basic knowledge of personal computer and software including Microsoft Office and fleet maintenance software to enter and retrieve records and prepare written reports.
- Ability to use electronic diagnostic equipment to diagnose mechanical problems, determine the cause, prepare estimates of time and materials needed and complete skilled repair work required to return the equipment to proper operating condition.
- Ability to read, interpret and understand service manuals and schematics.

Working Conditions:

1. This position works in both an indoor and outdoor environment. While indoors, there is no planned exposure to notable lights, noises, odors, temperatures or weather conditions. While outdoors, exposure to lights, noises, odors, temperatures or weather conditions cannot be controlled and may be extreme.
2. This position operates a variety of vehicles including cars, trucks, tractors, forklifts, cranes, hoists, bucket trucks, etc.
3. This position operates non-powered hand tools such as utility knives, hammers, pliers, wrenches, screwdrivers, chisels, saws, etc.
4. This position operates power hand tools such as drills, sanders, grinders, staple guns, chainsaws, air compressors, mowers, etc.
5. This position is exposed to variety of hazards such as traffic, moving vehicles, moving mechanical parts, electrical current, slippery surfaces, chemicals, cleaning solutions, oils, hazardous materials, etc.
6. This position is exposed to air quality conditions such as fumes, odors, dusts, mists, gases, poor ventilation, etc.
7. This position is exposed to noise levels which require shouting in order to be heard.
8. This position is exposed to vibrations and oscillating movements.
9. This position is exposed to close quarters which could cause claustrophobia such as crawl spaces, narrow passage ways, shafts, enclosed rooms, manholes, pipelines, etc.
10. This position is provided, and required to use, Personal Protection Equipment to minimize the risks associated with the working conditions listed above.

Physical Requirements:

- This position requires the ability to sit, stand, walk, traverse, climb, balance, twist, bend, stoop/crouch, squat, kneel, crawl, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands or fingers.
- This position's physical requirements require continuous stamina in sitting, standing, squatting, kneeling, bending, climbing, enduring repetitive movements of the wrists, hand or fingers.
- This position's physical requirements require periodic stamina in all other physical requirements listed above.
- This position performs heavy work requiring the ability to exert more than 80-100 pounds of force in the physical requirements above.
- This position primarily close visual acuity to perform tasks within arm's reach such as viewing a computer screen, using measurement devices, inspecting and assembling parts, etc.
- This position requires the ability to communicate and respond to inquiries both in person and over the phone.
- This position requires the ability to operate a PC/laptop and to enter and retrieve information from a computer.
- This position requires the ability to handle varying and often high levels of stress.

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

**INGHAM COUNTY
JOB DESCRIPTION**

PARK RANGER 1

General Summary: Under the supervision of the Park Manager II's, Assistant Park Manger I and Assistant Park Manger II's, performs a variety of maintenance and repair tasks ranging from grounds maintenance to construction of new facilities. Operates heavy, and other equipment in completing assigned tasks. Displays proficiency in a number of semi-skilled trade areas including cement and brick work, carpentry, plumbing, minor electrical repair, roofing and grounds maintenance. Supervises seasonal employees as assigned.

Typical Duties:

1. Performs park maintenance and repair activities such as plumbing and electrical repairs, seasonal start-up and shut-down, and maintenance and repair of water and irrigation systems.
2. Performs ground maintenance tasks such as mowing, tree trimming and removal, sign repair, aeration, fertilization, custodial duties, etc.
3. Participates in the construction of new buildings, signs, trails, bridges, and other structures. Performs a variety of semi-skilled tasks such as painting, cement and brick work, carpentry, minor electrical work, etc.
4. Operates heavy equipment such as a back-hoe.
5. Functions as a job leader on some work assignments, instructing and monitoring the work of seasonal employees.
6. Assists in the operation of the winter sports area. Performs maintenance tasks, assists the general public and monitors park activities.
7. Performs other duties as required.

Employment Qualifications: Possession of a high school diploma, or the equivalent, is required. A minimum of three years experience in the building trades is also required.

Special Employment Requirements: State Licensing as a Pesticide Applicator is required. A valid Michigan Motor Vehicle Operator's License is also required.

01-24-02
Parks 2921-6

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A REORGANIZATION OF THE PARKS DEPARTMENT'S TWO VACANT RANGER II POSITIONS

WHEREAS, the Parks Department has experienced significant changes in the last year, including the vacancy of two Park Ranger II positions; and

WHEREAS, the two Ranger II positions no longer fit the needs of the department; and

WHEREAS, the two vacated positions present an opportunity to restructure the Parks Department to better fit the needs of park operations; and

WHEREAS, the Parks Department would like to convert one vacant Ranger II position into a newly created job description-Mechanic-Parks Department; and

WHEREAS, the Parks Department would like to convert the second vacant Ranger II position into an established classification, Park Ranger I; and

WHEREAS, the Human Resources Department has reviewed the proposed changes and has no objections; and

WHEREAS, the ICEA Professionals union has reviewed the proposed changes and have no objections.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes the reorganization of the Ingham County Parks Department to eliminate the two vacant Ranger II positions (Position #759006 and Position #759007) and replace these positions with one Mechanic-Parks Department position and one Ranger I position using the same position numbers:

| POSITION # | CURRENT TITLE | NEW TITLE |
|-----------------|---|---|
| 759006 (Vacant) | 1.0 FTE Park Ranger II Salary scale – ICEA Park Ranger Ranger II, \$36,960- \$45,238 | 1.0 FTE Mechanic – Parks Department Salary range - ICEA Park Ranger Asst Manager 1, Mechanic; salary scale \$39,965.78 - \$48,921.20 |
| 759007 (Vacant) | 1.0 FTE Park Ranger II Salary scale – ICEA Park Ranger Ranger II, \$36,960- \$45,238 | 1.0 FTE Park Ranger I Salary range - ICEA Park Ranger Ranger I, salary scale \$33,146- \$40,199 |

BE IT FURTHER RESOLVED, that the Mechanic position will be posted and filled with the new job description.

BE IT FURTHER RESOLVED, that the Ranger I position will be posted and filled with the current Ranger I job description.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary adjustments to the budget and position allocation list in accordance with this resolution.

To: County Services & Finance Committees

From: William Conklin, Managing Director
Road Department

Date: May 13, 2015

RE: Updated MDOT TEDF-A Grant Application
For Cedar Street, Howell to College Roads

Per Resolution 14-159, adopted April 15, 2014, the Board of Commissioners approved and endorsed application by the Road Department for USDOT TIGER and Michigan Transportation Economic Development Fund grants to reconstruct Cedar Street from US-127 to Holbrook Drive in Alaiedon and Delhi Townships.

However, the above-mentioned Cedar Street project did not, and is not expected by the Road department to qualify for USDOT TIGER funding based on not likely meeting the high benefit-cost parameters of the USDOT TIGER program given Cedar Street's relatively low traffic volume and low traffic accident rates.

Cedar Street nonetheless is in very poor condition and thus the Road Department recommends that it eventually be recycled, rehabilitated and resurfaced in segments as funding can be obtained, with single-directional channelized turn-arounds and other geometric improvements for improved traffic safety and mobility.

Dart Container Company, located on Cedar Street, between Howell and College Roads, is currently expanding its container manufacturing plant and operations including the planned addition of at least 300 permanent jobs currently and possibly additional jobs in the future

The Road Department submitted an application for a Michigan Transportation Economic Development Fund (TEDF), Category A (transportation projects supporting new job growth in Michigan) grant (TEDF-A) from the Michigan Department of Transportation (MDOT) to fund rehabilitating and resurfacing Cedar Street between Howell and College Road in conjunction with the Dart Company expansion. MDOT requires that an updated resolution approving this TEDF-A application on just the Howell-College segment be submitted to finalize this application.

The estimated cost of rehabilitating and resurfacing Cedar Street between Howell and College Roads together with related engineering is \$2,187,500, of which TEDF-A grant funds would fund 80% (\$1,750,000) and the remaining minimum 20% (\$437,500) must be local match per TEDF-A program requirements. The local match can be any combination of soft match, such as engineering for the project, and cash contribution towards construction. Some engineering has been completed by consulting engineers retained by Dart which would count toward this soft match, and some engineering would be performed by Road Department staff. Of the estimated \$437,500 local match, \$175,000 is estimated to be cash match on construction, and the remainder is engineering. The Road department would also seek further local match cost sharing partnership on this project if approved.

Board approval of the attached resolution is thus recommended to authorize and endorse the Road Department's TEDF-A grant application for rehabilitating and resurfacing Cedar Street between Howell and College Roads.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING AND ENDORSING SUBMISSION OF A GRANT APPLICATION UNDER THE MDOT TEDF-A PROGRAM FOR THE RECONSTRUCTION OF CEDAR STREET FROM US-127 TO COLLEGE ROAD IN ALAIEDON AND DELHI TOWNSHIPS, INGHAM COUNTY, MICHIGAN FOR THE INGHAM COUNTY ROAD DEPARTMENT

WHEREAS, per Resolution #14-159, adopted April 15, 2014, the Ingham County Board of Commissioners approved and endorsed application by the Ingham County Road Department for USDOT TIGER and Michigan Transportation Economic Development Fund grants to reconstruct Cedar Street from US-127 to Holbrook Drive in Alaiedon and Delhi Townships, Ingham County, Michigan; and

WHEREAS, the above-mentioned Cedar Street project did not, and is not expected by the Road department to qualify for USDOT TIGER funding based on not likely meeting the high benefit-cost parameters of the USDOT TIGER program given Cedar Street's relatively low traffic volume and low traffic accident rates; and

WHEREAS, Cedar Street nonetheless is in very poor condition and thus the Road Department recommends that it eventually be recycled, rehabilitated and resurfaced in segments as funding can be obtained, with single-directional channelized turn-arounds and other geometric improvements for improved traffic safety and mobility; and

WHEREAS, Cedar Street supports Dart Container Manufacturing Company located on Cedar Street, between Howell and College Road; and

WHEREAS, the aforementioned Dart Container Company is currently expanding its container manufacturing plant and operations including the planned addition of at least 300 permanent jobs currently and possibly additional jobs in the future; and

WHEREAS, the Road Department submitted an application for a Michigan Transportation Economic Development Fund (TEDF), Category A (transportation projects supporting new job growth in Michigan) grant (TEDF-A) from the Michigan Department of Transportation (MDOT) to fund rehabilitating and resurfacing Cedar Street between Howell and College Road in conjunction with the aforementioned Dart Container Company job expansion; and

WHEREAS, MDOT requires that an updated resolution approving the above-mentioned TEDF-A application be submitted to finalize this application; and

WHEREAS, the estimated cost of rehabilitating and resurfacing Cedar Street between Howell and College Roads together with related engineering is \$2,187,500, of which TEDF-A grant funds would fund 80% (\$1,750,000) and the remaining minimum 20% (\$437,500) must be local match per TEDF-A program requirements; and

WHEREAS, the above-mentioned local match of \$437,500 can be any combination of soft match, such as engineering for the project, and cash contribution towards construction, which would come from engineering completed to date, engineering to be completed by Road department staff, and cash contribution estimated at \$175,000 (included in the \$437,500 local match) from the County Road Fund and possibly from other local match sources to be arranged.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes and endorses the above-mentioned Ingham County Road Department (ICRD) application for MDOT TEDF-A grant funding for the aforementioned, currently proposed Cedar Street rehabilitation and resurfacing project, Howell to College Roads.

BE IT FURTHER RESOLVED, that the ICRD Managing Director is hereby authorized to execute, sign and submit any necessary, related grant application documents consistent with this resolution on behalf of Ingham County.

Agenda Item 5b

To: County Services and Finance Committees

From: Robert Peterson, Director of Engineering
Road Department

Date: May 15, 2015

Subject: 2015 City and Village Centerline Pavement Marking (Painting) Agreements

- City of Leslie
- City of Mason
- City of Williamston
- Village of Webberville

The Ingham County Purchasing Department solicits unit prices annually for contractor applied waterborne pavement markings. We use the bid unit prices and an estimated quantity of pavement markings to determine and recommend a contractor for the work. Once under contract, the contractor applies waterborne pavement marking paint to refresh the yellow centerline and white edgelines that define our roadway laneage. When finished, the contractor is paid for the quantity of work actually performed using the unit prices contained in their bid.

We refresh the centerline and edgeline paint on all 433 miles of our primary roads every year. We also invite the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville to participate in the annual program, for which they pay for the work performed on the roads within their jurisdiction. The estimated costs for the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville are as follows:

| | |
|-------------------------|------------|
| City of Leslie: | \$1,666.40 |
| City of Mason: | \$3,516.20 |
| City of Williamston: | \$1,400.80 |
| Village of Webberville: | \$1,464.80 |

The reason for this memo is to execute cost agreements with the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville to provide centerline pavement marking their roads if they choose to participate in our 2015 pavement marking program.

Approval of the attached resolution is recommended.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO EXECUTE WATERBORNE CENTERLINE PAVEMENT MARKING AGREEMENTS WITH THE CITY OF LESLIE, CITY OF MASON, CITY OF WILLIAMSTON, AND THE VILLAGE OF WEBBERVILLE

WHEREAS, the Ingham County Purchasing Department solicits unit prices annually for contractor applied waterborne pavement markings, on behalf of the Road Department; and

WHEREAS, the Road Department uses the bid unit prices and estimated quantities to determine and recommend a contractor to perform the work; and

WHEREAS, the Road Department refreshes the centerline and edgeline paint on all 433 miles of our primary roads as part of an annual program; and

WHEREAS, the Road Department also invites the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville to participate in the program, which they pay all costs for the work performed on the roads within their jurisdiction; and

WHEREAS, the estimated costs to the three cities and the Village of Webberville are as follows:

| | |
|-------------------------|------------|
| City of Leslie: | \$1,666.40 |
| City of Mason: | \$3,516.20 |
| City of Williamston: | \$1,400.80 |
| Village of Webberville: | \$1,464.80 |

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into 2015 road centerline pavement marking agreements with the City of Leslie (\$1,666.40), City of Mason (\$3,516.20), City of Williamston (\$1,400.80), and the Village of Webberville (\$1,464.80) if they choose to participate in the Road Department's 2015 pavement marking program.

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

Agenda Item 5c

TO: County Services and Finance Committees

FROM: Robert Peterson, Director of Engineering
Road Department

DATE: May 19, 2015

SUBJECT: Reconstruction of Michigan Avenue – Railroad Crossing Agreement

The Ingham County Road Department (ICRD) received a State of Michigan, Road and Risk Reserve (RRR) fund grant, pursuant to Public Act 59 of 2013, to reconstruct Michigan Avenue from 1500 feet west of Waverly Road to 1500 feet east of Clare Street.

The project generally involves replacement of the existing roadway pavement, storm sewer improvements, water main improvements, sanitary sewer repairs, sidewalk installation, and conversion from 4-lanes to 3-lanes with paved shoulders. Included within the limits of the reconstruction is a Jackson & Lansing Railroad Company (J&LRC) track crossing.

We are to the point where we can employ the contractor and the project can begin. To that end, ICRD staff brokered an arrangement where the project will provide resurfacing of the Jackson & Lansing Railroad Company track crossing (J&LRC responsibility) as part of the project if the railroad company provides the federally mandated track flagger (project responsibility) at no cost to the project. The arrangement will result in a better track crossing and streamline the crossing resurfacing. The J&LRC track resurfacing and the project's mandatory track flagger costs are estimated to be about equal.

The reason for this memo and resolution is to approve execution of a J&LRC required Railroad Crossing Agreement to ensure the arrangement.

Approval of the attached resolution is recommended.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE A RAILROAD CROSSING AGREEMENT WITH THE JACKSON & LANSING RAILROAD COMPANY IN RELATION TO A ROAD RECONSTRUCTION PROJECT FOR MICHIGAN AVENUE FROM 1500 FEET WEST OF WAVERLY ROAD TO 1500 FEET EAST OF CLARE STREET

WHEREAS, the Ingham County Road Department (ICRD) received a State of Michigan, Road and Risk Reserve (RRR) funds, pursuant to Public Act 59 of 2013, to reconstruct Michigan Avenue from 1500 feet west of Waverly Road to 1500 feet east of Clare Street (Project); and

WHEREAS, the road work is needed to replace deteriorated pavement along Michigan Avenue, provide much needed sidewalk upgrades and water main work, and repair and update the City of Lansing's sanitary sewer infrastructure under the roadway; and

WHEREAS, the Project will be undertaken pursuant to a contract between Ingham County, on behalf of the Road Department, and the recommended bidder Michigan Paving & Materials of Lansing, Michigan; and

WHEREAS, ICRD staff brokered an arrangement where the project will provide resurfacing of the Jackson & Lansing Railroad Company track crossing (J&LRC responsibility) as part of the project if the railroad company provides the federally mandated track flagger (project responsibility) at no cost to the project; and

WHEREAS, the Jackson & Lansing Railroad Company track resurfacing and the project's mandatory flagger costs are estimated to be about equal.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a Railroad Crossing Agreement with Jackson & Lansing Railroad Company to effectively resurface the Michigan Avenue and Jackson & Lansing Railroad Company track crossing.

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

Agenda Item 5d - 5k

To: County Services & Finance Committees

From: William Conklin, Managing Director
Department of Transportation & Roads

Date: May 20, 2015

RE: Resolutions for Local Road Program Agreements with Townships

Attached are proposed resolutions for approving agreements with various Townships to participate in this year's local road program wherein Townships provide match funding with the Road Department to fund various projects on their respective local roads. These projects have been selected in cooperation with the various Townships, project estimates have been provided, and the Townships seek to have these projects done this year.

Approval of the attached resolutions is therefore recommended.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE LOCAL ROAD AGREEMENT WITH LEROY TOWNSHIP
FOR THE INGHAM COUNTY ROAD DEPARTMENT**

WHEREAS, Leroy Township desires that improvements be performed on various Leroy Township local roads throughout the Township as part of the 2015 local road program to include asphalt leveling and maintenance pads where necessary, approximately 1300 tons of asphalt paving total for all roads, at a total estimated cost for materials on all the roads of \$52,000.00; and

WHEREAS, the Road Department is willing to cause said improvements to be undertaken and to pay for a portion of the cost of said improvements from the County Road Fund and to provide labor on this work at no cost to Leroy Township for Road Department labor; and

WHEREAS, the Township is willing to pay the remaining portion of the cost of said improvements; and

WHEREAS, in the event the final cost of the improvements is greater than the estimated amount set forth above, the excess cost will be paid solely by the Township, provided, however, that the Township excess payment will not exceed five percent (5%) of the Township contribution amount established in the Agreement, unless the Township agrees otherwise.

THEREFORE BE IT RESOLVED, that the Road Department shall cause the improvements identified above and incorporated herein by reference to be made by Road Department crews during the construction season of the 2015 calendar year.

BE IT FURTHER RESOLVED, that for 2015, the County on behalf of the Road Department has allocated to Leroy Township's local roads, a maximum sum of \$22,200.00, which shall be matched equally by the Township to the extent used.

BE IT FURTHER RESOLVED, that the County on behalf of the Road Department agrees to contribute up to \$22,200.00 toward the cost of said improvement and labor on these four projects at no cost to Leroy Township for Road Department labor.

BE IT FURTHER RESOLVED, that the Road Department shall invoice the Township for its contribution.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Leroy Township to effect the above described local road improvements as provided above.

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

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE LOCAL ROAD AGREEMENT WITH AURELIUS TOWNSHIP
FOR THE INGHAM COUNTY ROAD DEPARTMENT**

WHEREAS, Aurelius Township desired that improvements be performed on Edgar Road, Bunker to Columbia Roads, a distance of approximately 2.0 miles, as part of the 2014 local road program, to include asphalt maintenance skip-paving where necessary and single course chip-sealing throughout, at a total estimated cost of \$70,000.00 for materials to be applied by Road Department crews; and

WHEREAS, the chip-sealing portion of the above-mentioned Edgar Road project, Bunker to Columbia Roads, at an estimated cost of \$30,000 was not completed in 2014 and thus remains to be completed in 2015; and

WHEREAS, Aurelius Township desires to use 2015 local road matching funds to complete the above-mentioned Edgar Road project, Bunker to Columbia Roads, and to use the remaining Aurelius Township 2015 local road matching funds to have road department crews place asphalt skip-paving where needed on Aurelius Township local roads at an estimated cost for material only of \$22,866 for approximately 572 tons of asphalt; and

WHEREAS, the Road Department is willing to cause said improvements to be undertaken and to pay for a portion of the cost of said improvements from the County Road Fund as indicated below and to contribute labor where indicated above without additional charge to the Township; and

WHEREAS, the Township is willing to pay the remaining portion of the cost of said improvements; and

WHEREAS, in the event the final cost of the improvements is greater than twice the maximum road department match contribution set forth below, the excess cost will be paid solely by the Township, provided, however, that the Township excess payment will not exceed five percent (5%) of the Township contribution amount established in the Agreement, unless the Township agrees otherwise.

THEREFORE BE IT RESOLVED, that the Road Department shall cause the improvements identified above at a total estimated cost of \$52,866.00 and incorporated herein by reference to be performed by Road Department crews during the 2015 construction season.

BE IT FURTHER RESOLVED, that for 2015, the County on behalf of the Road Department has allocated to Aurelius Township's local roads, a maximum sum of \$22,200.00, plus carry-over from 2014 of \$4,232.94, for a total available in 2015 of \$26,432.94 from the County Road Fund, which shall be matched equally by the Township to the extent used.

BE IT FURTHER RESOLVED, that the County on behalf of the Road Department agrees to contribute up to \$26,432.94 toward the cost of said improvement from the County Road Fund and to contribute labor where indicated above without additional charge to the Township.

BE IT FURTHER RESOLVED, that in the event the final cost of the improvements is less than the estimate, the cost savings shall be split evenly between the parties.

BE IT FURTHER RESOLVED, that the Road Department shall invoice the Township for its contribution.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Aurelius Township to effect the above described local road improvements as provided above.

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

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE LOCAL ROAD AGREEMENT WITH LESLIE TOWNSHIP
FOR THE INGHAM COUNTY ROAD DEPARTMENT**

WHEREAS, Leslie Township desires that improvements be performed on Covert Road between Eden and Wright Roads, 1.5 miles, to include single course chip-sealing, at an estimated cost of \$22,500.00; and

WHEREAS, the Road Department is willing to cause said improvements to be undertaken with road department crews, to contribute labor at no cost to the project, and to pay for a portion of the cost of said improvements from the County Road Fund; and

WHEREAS, the Township is willing to pay the remaining portion of the cost of said improvements; and

WHEREAS, in the event the final cost of the improvements is greater than the estimated amount set forth above, the excess cost shall be paid solely by the Township, provided, however, that the Township excess payment will not exceed five percent (5%) of the Township contribution amount established in this Agreement, unless the Township agrees otherwise.

THEREFORE BE IT RESOLVED, that the Road Department shall cause the improvements identified above and incorporated herein by reference to be made by Road Department crews during the construction season of the 2015 calendar year.

BE IT FURTHER RESOLVED, that for 2015, the County on behalf of the Road Department has allocated to Leslie Township's local roads, a maximum sum of \$24,000 plus carryover from 2014 of \$5,381.00 for a total available in 2014 of \$29,381.00 from the County Road Fund, which shall be matched equally by the Township to the extent used.

BE IT FURTHER RESOLVED, the County on behalf of the Road Department agrees to contribute labor and one half up to a maximum of \$29,381.00 toward the cost of said improvement from the County Road Fund.

BE IT FURTHER RESOLVED, in the event the final cost of the improvements is less than the estimate, the cost savings shall be split evenly between the parties.

BE IT FURTHER RESOLVED, that the Road Department shall invoice the Township for its contribution.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Leslie Township to effect the above described local road improvements as provided above.

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

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE LOCAL ROAD AGREEMENT WITH VEVAY TOWNSHIP
FOR THE INGHAM COUNTY ROAD DEPARTMENT**

WHEREAS, Vevay Township desires that improvements be performed on Diamond Road, M-36 to Columbia Road, 1.6 miles, as part of the 2015 local road program, to include asphalt leveling and maintenance pads where necessary and single course chip-sealing throughout at a total estimated cost of \$65,000.00 for materials to be applied by Road Department crews; and

WHEREAS, the Road Department is willing to cause said improvements to be undertaken and to pay for a portion of the cost of said improvements from the County Road Fund and to contribute labor where indicated above without additional charge to the Township; and

WHEREAS, the Township is willing to pay the remaining portion of the cost of said improvements; and

WHEREAS, in the event the final cost of the improvements is greater than the estimated amount set forth above, the excess cost will be paid solely by the Township, provided, however, that the Township excess payment will not exceed five percent (5%) of the Township contribution amount established in the Agreement, unless the Township agrees otherwise.

THEREFORE BE IT RESOLVED, that the Road Department shall cause the improvements identified above and incorporated herein by reference to be performed by Road Department crews during the 2015 construction season.

BE IT FURTHER RESOLVED, that for 2015, the County on behalf of the Road Department has allocated to Vevay Township's local roads, a maximum sum of \$30,000.00, which shall be matched equally by the Township to the extent used.

BE IT FURTHER RESOLVED, that the County on behalf of the Road Department agrees to contribute up to \$30,000.00 toward the cost of said improvement from the County Road Fund and to contribute labor where indicated above without additional charge to the Township.

BE IT FURTHER RESOLVED, that in the event the final cost of the improvements is less than the estimate, the cost savings shall first accrue to the Township for any final cost amounts down to \$60,000.00 (2 times the maximum match available of \$30,000.00) and then be split evenly between the parties for any final costs below \$60,000.00.

BE IT FURTHER RESOLVED, that the Road Department shall invoice the Township for its contribution.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Vevay Township to effect the above described local road improvements as provided above.

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

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE LOCAL ROAD AGREEMENT WITH ALAIEDON TOWNSHIP
FOR THE INGHAM COUNTY ROAD DEPARTMENT**

WHEREAS, Alaiedon Township desires that improvements be performed on the following local roads:

Lamb Road, Every to Meridian Roads, a distance of approximately 1 mile, to include drainage improvements by Road Department crews, and 2 inch asphalt paving throughout by a contractor per a bid to be let, at an estimated cost of \$111,500.00, and

Baldwin Road, Howell to Wolverine Roads, a distance of approximately 0.5 mile, to include asphalt skip-paving where needed and single course chip-sealing by Road Department crews,

for a total estimated cost of \$136,500.00; and

WHEREAS, the Road Department is willing to cause said improvements to be undertaken, to contribute road department labor where used on the above projects, and to pay for a portion of the cost of said improvements from the County Road Fund; and

WHEREAS, the Township is willing to pay the remaining portion of the cost of said improvements; and

WHEREAS, in the event the final cost of the improvements is greater than twice the maximum Road Department match amount set forth below, the excess cost will be paid solely by the Township, provided, however, that the Township excess payment will not exceed five percent (5%) of the Township contribution amount established in this Agreement, unless the Township agrees otherwise.

THEREFORE BE IT RESOLVED, that the Road Department shall cause the improvements identified above and incorporated herein by reference to be performed during the construction season of the 2015 calendar year.

BE IT FURTHER RESOLVED, that for 2015, the County on behalf of the Road Department has allocated to Alaiedon Township's local roads, a maximum sum of \$30,000.00, from the county road fund which shall be matched equally by the Township to the extent used.

BE IT FURTHER RESOLVED, that the County on behalf of the Road Department agrees to contribute up to \$30,000.00 toward the cost of said improvement from the County Road Fund and to provide labor by road department crews without charge to the project.

BE IT FURTHER RESOLVED, that in the event the final cost of the improvements is less than the estimate provided above, for any final cost amount greater than twice the maximum Road Department match amount set forth above (\$60,000), the savings shall first accrue to the Township, and then, shall be split evenly between the Township and the Road Department for any final cost amount below \$60,000.

BE IT FURTHER RESOLVED, that the Road Department shall invoice the Township for its contribution.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Alaieton Township to effect the above described local road improvements as provided above.

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

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE LOCAL ROAD AGREEMENT WITH MERIDIAN TOWNSHIP
FOR THE INGHAM COUNTY ROAD DEPARTMENT**

WHEREAS, Meridian Township desires that improvements be performed on the streets listed below this resolution, a total distance of approximately 4.4 miles, to include Hot In Place Recycling (HIPR) and complete paving of one course asphalt at 1 inch thickness, with sidewalk ramp upgrades, curb and gutter repair, manhole adjustment, and other miscellaneous repairs where necessary, at an estimated cost of \$637,234.00, which is necessary due to normal deterioration of the pavement; and

WHEREAS, Meridian Township may need to reduce the scope of this project to fit available budget, which would be determined by its Township Board of Trustees at their next regularly scheduled meeting; and

WHEREAS, the Road Department is willing to cause said improvements to be undertaken and to pay for a portion of the cost of said improvements from the County Road Fund under the 2015 Local Road Program; and

WHEREAS, the Township is willing to pay the remaining portion of the cost of said improvements; and

WHEREAS, in the event the final cost of the improvements is greater than twice the maximum Road Department match amount set forth below, the excess cost will be paid solely by the Township, provided, however, that the Township excess payment will not exceed five percent (5%) of the Township contribution amount established in the Agreement, unless the Township agrees otherwise.

THEREFORE BE IT RESOLVED, that the Road Department shall cause the improvements identified above and incorporated herein by reference to be performed under contracts per bid to be let and to be approved in separate resolutions by the Board of Commissioners during the construction season of the 2015 calendar year subject to final approval by, or as modified by the Meridian Township Board of Trustees at their next regularly scheduled meeting.

BE IT FURTHER RESOLVED, that for 2015, the County on behalf of the Road Department has allocated to Meridian Township's local roads, a maximum sum of \$115,000.00 from the County Road Fund, which shall be matched equally by the Township to the extent used.

BE IT FURTHER RESOLVED, that the County on behalf of the Road Department agrees to contribute up to \$115,000.00 from the County Road Fund toward the cost of said improvement.

BE IT FURTHER RESOLVED, that in the event the final cost of the improvements is less than the estimate, the cost savings shall first accrue to the Township for any final cost amounts down to \$230,000.00 (2 times the maximum match available of \$115,000), and then be split evenly between the parties for any final cost amounts below \$230,000.00.

BE IT FURTHER RESOLVED, that the Road Department shall invoice the Township for its contribution.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Meridian Township to effect the above described local road improvements as provided above.

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

MERIDIAN TOWNSHIP PROPOSED 2015 LOCAL ROAD PROGRAM:

| Section | Street | From | To | Verified Length (ft) | Verified Width (ft) | Pav't (syd) |
|------------------|--------------------|-----------------------|--------------------|----------------------|---------------------|-------------|
| 8 | Highgate | Colony | Lake Lansing Rd | 1064 | 33 | 3901 |
| 8 | Highgate | Crestwood | Colony | 393 | 27 | 1179 |
| 8 | Patriot | Still Valley | Lake Lansing Rd | 1220 | 33 | 4473 |
| 10 | Bois Isle Dr (all) | Haslett Rd | Lake Lansing Rd | 1885 | 27 | 5655 |
| | " (width change) | " | " | 1783 | 27 | 5349 |
| 17 | Wardcliff | S end, not incl bulb. | Heather | 2023 | 20 | 4496 |
| 20 | Comanche | Mt. Hope Rd | Sequoia Trail | 600 | 27 | 1800 |
| 21 | Ottawa | Chippewa | Nakoma | 1520 | 20 | 3378 |
| 21 | Woodcraft | Arrowhead | Ottawa | 1345 | 18 | 2690 |
| 22, 27 | Manitou | Birchwood | Hamilton | 3175 | 30 | 10583 |
| | " (width change) | " | " | 1074 | 27 | 3222 |
| 25 | Victorian Hills | Chimney Oaks | Meridian Rd | 1660 | 22 | 4058 |
| 25 | Chimney Oaks | Not Incl CDS | Meridian Rd | 2500 | 22 | 6111 |
| 29 | Comanche | Copperhill | Mt. Hope Rd (entr) | 166 | 21 | 387 |
| | " (width change) | | (trans) | 100 | 50 | 556 |
| | " (width change) | | (straight) | 990 | 33 | 3630 |
| 35 | Scenic Lake Ct | Ponderosa | S end | 270 | 16 | 480 |
| 35 | Trails End Ct | Bonanza | S end | 1030 | 22 | 2518 |
| 28 | Maumee Court | off Apache | End | 500 | 11 | 611 |
| Total Quantities | | | | 23298 | | 65077 |
| Total Miles | | | | 4.4 | | |

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE LOCAL ROAD AGREEMENT WITH WILLIAMSTOWN TOWNSHIP
FOR THE INGHAM COUNTY ROAD DEPARTMENT**

WHEREAS, Williamstown Township desires that improvements be performed on the following local roads in the 2015 local road program:

Beeman Road, Williamston City limit to Brookshire Court, 0.6 miles, completion of asphalt maintenance skip-paving where necessary (started in late 2014) and single course chip-sealing throughout at a total estimated cost to complete of \$15,000.00;

Beeman Road, Sherwood Road to Brookshire Court, 1.25 miles, asphalt maintenance skip-paving where necessary and single course chip-sealing throughout at a total estimated cost of \$50,000.00;

Germany Road, Zimmer to Williamston Roads. 1.5 miles, asphalt maintenance skip-paving where necessary and single course chip-sealing throughout at a total estimated cost of \$60,000.00;

for a total estimated cost for materials only of \$125,000.00; and

WHEREAS, the Road Department is willing to cause said improvements to be undertaken by road department crews, to contribute labor without charge to the project, and to pay for a portion of the cost of said improvements; and

WHEREAS, the Township is willing to pay the remaining portion of the cost of said improvements; and

WHEREAS, in the event the final cost of the improvements is greater than twice the maximum Road Department match amount set forth below, the excess cost will be paid solely by the Township, provided, however, that the Township excess payment will not exceed five percent (5%) of the Township contribution amount established in this Agreement, unless the Township agrees otherwise.

THEREFORE BE IT RESOLVED, that the Road Department shall cause the improvements identified above and incorporated herein by reference to be performed by road department crews during the construction season of the 2015 calendar year.

BE IT FURTHER RESOLVED, that for 2015, the County on behalf of the Road Department has allocated to Williamstown Township's local roads, a maximum sum of \$30,000.00, plus carry-over of \$25,108.17 from 2014, for a total available in 2015 of \$55,108.17, which shall be matched equally by the Township to the extent used.

BE IT FURTHER RESOLVED, that the County on behalf of the Road Department agrees to contribute labor and up to one half of the final cost of this project, or a maximum of \$55,108.17 toward the cost of said project, whichever is less.

BE IT FURTHER RESOLVED, that in the event the final cost of the improvements is less than the estimate provided above, the savings shall first accrue to the Township for any final cost down to twice the above indicated Road department contribution (\$110,216.34), and then for any lower final costs, be split evenly between the Township and the Road Department.

BE IT FURTHER RESOLVED, that the Road Department shall invoice the Township for its contribution.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Williamstown Township to effect the above described local road improvements as provided above.

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

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE LOCAL ROAD AGREEMENT WITH BUNKER HILL TOWNSHIP
FOR THE INGHAM COUNTY ROAD DEPARTMENT**

WHEREAS, Bunker Hill Township desires that improvements be performed on the following roads:

- Nims Road, County Line to Meridian Road, a distance of 2.5 miles
- Vicary Road, Meridian to Nims Roads, a distance of 0.9 mile
- Olds Road, Meridian Road to West Township Line, a distance of approximately 0.5 mile
- Williams Road, a 0.4 mile segment between Catholic Church and DeCamp Roads

to include single course chip-sealing all above roads at an estimated total cost of \$64,500.00 for materials to be applied by Road Department crews; and

WHEREAS, the Road Department is willing to cause said improvements to be undertaken and to pay for a portion of the cost of said improvements from the County Road Fund and to contribute labor where indicated above without additional charge to the Township; and

WHEREAS, the Township is willing to pay the remaining portion of the cost of said improvements; and

WHEREAS, in the event the final cost of the improvements is greater than the estimated amount set forth above, the excess cost will be paid solely by the Township, provided, however, that the Township excess payment will not exceed five percent (5%) of the Township contribution amount established in this Agreement, unless the Township agrees otherwise.

THEREFORE BE IT RESOLVED, that the Road Department shall cause the improvements identified above and incorporated herein by reference to be made by Road Department crews during the construction season of the 2015 calendar year.

BE IT FURTHER RESOLVED, that for 2015, the County on behalf of the Road Department has allocated to Bunker Hill Township's local roads, a maximum sum of \$22,200.00 from the county Road Fund, which shall be matched equally by the Township to the extent used.

BE IT FURTHER RESOLVED, that the County on behalf of the Road Department agrees to contribute \$22,200.00 toward the cost of said improvement from the County Road Fund and to contribute labor where indicated above without additional charge to the Township.

BE IT FURTHER RESOLVED, in the event the final cost of the improvements is less than the estimate, the cost savings shall first accrue to the Township for any final cost amounts down to \$44,400, and then be split evenly between the parties for any final costs below \$44,400.00.

BE IT FURTHER RESOLVED, that the Road Department shall invoice the Township for its contribution.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Bunker Hill Township to effect the above described local road improvement as provided above.

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

To: County Services & Finance Committees
From: William Conklin, Road Department Managing Director
Date: May 13, 2015
RE: Two Proposed Temporary AFSCME Bargaining Unit Positions Road Department
Operations Division

Due to two existing AFSCME bargaining unit employees in the Western District of the Road department expecting to go on worker comp medical leave for possibly extended periods, the Road department is seeking County approval to create 2 new, term-limited AFSCME class 4 positions which would be filled until the existing employees return from their medical leaves. With only 70 full time employees down from a high of 106 in 2004, and no decrease in demand for services, the Road department cannot sustain its expected work activity during these medical leaves without temporarily filling these positions.

The AFSCME labor contract does not provide for hiring temporary workers outside the bargaining unit to perform all duties of a regular AFSCME highway worker, only certain manual and light labor duties for not more than 6 months, and not including operation of heavy trucks and equipment, whereas the Road department needs workers in these two positions to be able to perform all necessary duties, and possibly for longer than 6 months. Per the attached email, the AFSCME bargaining unit is, however, agreeable to establishing two new, term limited positions in the bargaining unit to fill this need. As this would not materially modify the existing labor contract, no letter of understanding is necessary.

These two new positions would be full-time, class 4 positions within the AFSCME bargaining unit including all rights, wages and benefits provided under the contract, and would essentially be permanent until or unless the two existing employees on medical leave return, at which point these two new positions would be eliminated. The two new positions would be posted as required under the contract for any AFSCME employees seeking to transfer into these positions. After any internal transfers, the two resulting vacancies would be externally posted with clear indication in the posting these may be term-limited positions.

Upon return of the two existing employees on medical leave, these two employees would return to their existing positions, locations, pay rates and benefits as provided under the contract for medical and worker comp leaves. Any currently existing internal AFSCME employees who had transferred into these positions would be bumped back to their previous positions and locations as provided in the contract under lay-off and bumping procedures. The 2 employees hired from outside for these 2 possibly term-limited positions, or to the positions resulting from internal transfers to these 2 new positions, would be laid off as provided in the contract under lay-off and bumping procedures unless there was an open position(s) (created with Board of Commissioners approval or vacated) at that time into which they could bump as provided in the labor contract.

Per the attached Personnel Cost Projection provided by the Budget Office, the net weekly personnel cost increase over budget of funding two new full bargaining unit positions and benefits only for the two employees on workers comp benefits (wages not paid while on workers comp.) is \$485.31 per week, or \$5823.72 total, for the 12 weeks each employee is currently estimated to be on leave. Per the attached email from Budget Director Teri Morton, it is expected the 2015 road fund budget can absorb this cost. If the term limited positions are needed to continue more than 12 weeks, staff will make an assessment of actual versus budgeted expenses at that time, and again make a determination whether and for what length of time the budget can continue to absorb the net minor weekly cost increase.

The attached proposed resolution is offered for consideration to approve creating and hiring for these two term-limited bargaining unit positions and to approve the related necessary budget adjustment.

Bavery, Deb

From: Morton, Teri
Sent: Thursday, April 30, 2015 3:50 PM
To: Conklin, William
Cc: Parsons, Travis; Clous, Joan; Benjamin, Jim; Rhode, Jill; Mills, Brenda; Maldonado, Patricia
Subject: RE: Personnel Cost Projection request for 2 possible term limited road positions
Attachments: temps for workers comp leave.xlsx; road dept personnel costs 2015 update.xls

I have calculated the weekly cost to hire two temps with benefits while two permanent employees are on workers comp to be \$485.31. (See first attachment.) As you suspected, we won't have to pay wages for the permanent positions while they are off, so the additional cost comes from paying benefits to both the permanent and temporary employees. I have assumed 2 person standard health insurance for all the employees in question, because we don't know what benefits the temporary employees would elect. Once they are hired, you can let me know what benefits were selected, and I can calculate the actual costs.

The second attachment details the overall personnel cost budget for the Road Department. I have included notes on how the budget was calculated, and in some cases included notes on the projected costs. For health insurance costs, I have projected the budgeted costs. With all the changes to health insurance benefits this year, we don't yet have the data to project costs very accurately. There does appear to be a savings in pension costs, based on what was budgeted compared to the monthly MERS invoice. This projection shows a projected overall surplus of around \$140,000, but, again, I am not really sure what is happening with health insurance. Also, you probably have a feel for how your overtime and temporary budgets are doing.

That being said, if your employees are out on workers comp for 3 months, it should cost around \$5,800 to hire two temporary employees with benefits. I am comfortable that your budget will be able to absorb this additional cost.

Jill, please take a quick look at my projections, and let me know if anything jumps out at you as possibly being inaccurate.

Thanks.

From: Conklin, William
Sent: Thursday, April 23, 2015 1:14 PM
To: Morton, Teri
Cc: Parsons, Travis; Clous, Joan; Benjamin, Jim; Rhode, Jill; Mills, Brenda; Maldonado, Patricia
Subject: Personnel Cost Projection request for 2 possible term limited road positions

Teri,

The Road Department will be having two AFSCME class 4 employees [REDACTED] on workers comp medical leaves starting in late May and running for what I understand will be 3 months or more depending on their medical outcomes.

Thus the Road Department would like to consider a personnel cost estimate for temporarily replacing these two employees with full time temp employees who would be in the bargaining unit and thus receive the starting class 4 wage of 18.45/hour and full benefits. Since we don't know exactly how long each will be off, just a single month

estimate would be fine and in my request for approval to the Board I can extend this cost by the estimated months we think this will occur. Also since the two regular employees would be off wages and on workers comp, I'm thinking the wage part of this would be budget neutral or maybe even a small savings since the two that will be off are senior class 4's making 21.20/hour, assuming employees on workers comp do not draw any accrued leave time(?) or other regular pay. Thus I believe I really just need the currently monthly cost of AFSCME benefits as the two on workers comp leave would have benefits continue, and again the two temps would have full benefits.

Also please review what was placed in the Road dept's 2015 budget for the various types of benefits and let me know how tightly this is budgeted, or would the cost you calculate for say 6 or 8 months of extra temp benefits fit in any "cushion" in the benefits budget line items. The benefits budget amounts come from over there so I don't have the info to make this judgement.

By now you are wondering why pay union wages and benefits to temps? We need these 2 temp hires to be able to drive our trucks and do full duties of an AFSCME employee, but the AFSCME contract does not allow normal temp employees, usually summer students, etc., to do all regular AFSCME classified duties. Furthermore AFSCME would not consider a temporary LOU to allow this, but have at least verbally indicated they would not object to posting 2 jobs as if they were regular bargaining unit jobs, but then lay-off as necessary when the two existing employee return from med leave, unless of course another job has opened or been created (as we're expecting a possible retirement during this time and/or in the increasingly hopeless event proposal 1 passes and we can create a few new positions.)

Let me know if any questions on this request.

Thanks very much,
Bill Conklin,
Road dept.

2015 PERSONNEL COST PROJECTIONS**WEEKLY COST FOR TEMPORARY POSITIONS**

| | BUDGET | TEMP | WORKERS COMP |
|--|---------------------|---------------------|---------------------|
| | HOURLY COST \$21.20 | HOURLY COST \$18.45 | HOURLY COST \$21.20 |
| | AFSCME CLASS 4 | AFSCME CLASS 4 | AFSCME CLASS 4 |
| SALARY | 848.00 | 738.00 | 0.00 |
| FICA | 64.87 | 56.46 | 0.00 |
| HEALTH | 285.83 | 285.83 | 285.83 |
| DENTAL | 18.46 | 18.46 | 18.46 |
| VISION | 2.48 | 2.48 | 2.48 |
| CURRENT RETIREE HLTH | 57.63 | 57.63 | 57.63 |
| FUTURE RETIREE HLTH | 30.95 | 26.94 | 0.00 |
| CARES | 0.69 | 0.69 | 0.69 |
| TOTAL | 1,308.91 | 1,186.48 | 365.08 |
| Weekly Cost to pay one temp with benefits while permanent employee is on workers comp | | | 242.65 |
| Weekly Cost to pay 2 temps with benefits while permanent employees are on workers comp | | | 485.31 |

Bavery, Deb

From: Westrate, Matt
Sent: Wednesday, May 13, 2015 7:36 AM
To: Conklin, William
Subject: RE: Consideration of 2 new term-limited AFSCME class 4 positions

Good morning Bill,

The Union is in favor of new hires as long as it is described in the job posting possible lay off may happen and jobs are opened internally before outside posting is considered. All which fall under our contract guide lines.

Matthew Westrate
Local 1499 president

From: Conklin, William
Sent: Wednesday, April 22, 2015 9:18 PM
To: Westrate, Matt; Wieferich, Bryan
Cc: Parsons, Travis; Clous, Joan; Benjamin, Jim; Gamez, Tom
Subject: Consideration of 2 new term-limited AFSCME class 4 positions

Matt, Bryan,

Due to 2 existing AFSCME employees in the Western District expecting to go on worker comp/ medical leave for possibly extended periods, the employer is considering seeking County approval to create 2 new possibly term-limited AFSCME class 4 positions which would be filled until the existing employees return from their medical leaves.

These 2 new positions would be full-time, class 4 positions within the AFSCME bargaining unit including all rights, wages and benefits provided under the contract, and would essentially be permanent until or unless the two existing employees on medical leave return, at which point these two new positions would be eliminated upon return of the two existing employees, or the employer decides to make them permanent. The two new positions would be posted as required under the contract for any AFSCME employees seeking to transfer into these positions. After any internal transfers, the two resulting vacancies would be externally posted with clear indication in the posting these may be term-limited positions.

Upon return of the two existing employees on medical leave, these two employees would return to their existing positions, locations, pay rates and benefits as provided under the contract for medical and worker comp leaves. Any currently existing internal AFSCME employees who had transferred into these positions would be bumped back to their previous positions and locations as provided in the contract under lay-off and bumping procedures. The 2 employees hired from outside for these 2 possibly term-limited positions, or to the positions resulting from internal transfers to these 2 new positions, would be laid off as provided in the contract under lay-off and bumping procedures unless there was an open position(s) (created or vacated) at that time they could bump into as provided in the contract.

As this would not modify the existing labor contract, no letter of understanding is necessary. However as the County may consider this a "re-organization" whose procedure calls for input from the Union, please let us know at your soonest opportunity if AFSCME Local 1499 supports, is neutral, or opposes this concept.

Thank-you,
Bill Conklin

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING TWO TERM-LIMITED
AFSCME CLASS 4 HIGHWAY WORKER POSITIONS FOR THE ROAD DEPARTMENT**

WHEREAS, two employees in the Western District of the Ingham County Road Department have or are expecting to go on worker comp medical leave for possibly extended periods; and

WHEREAS, the above mentioned two employees are Highway Workers, Class 4, and are represented by the American Federation of State, County, and Municipal Employees (AFSCME) Union, Local 1499, bargaining unit; and

WHEREAS, with only 70 full time employees down from a high of 106 in 2004, and no decrease in demand for services, the Road department cannot sustain its expected work activity during these medical leaves without temporarily filling the above-mentioned two positions; and

WHEREAS, the AFSCME-Ingham County labor contract does not provide for hiring temporary workers outside the bargaining unit to perform all duties of a regular AFSCME highway worker, only certain manual and light labor duties for not more than 6 months, and not including operation of heavy trucks and equipment, whereas the Road department needs workers in these two positions to be able to perform all necessary duties, and possibly for longer than 6 months; and

WHEREAS, per the attached email, the AFSCME bargaining unit is, however, agreeable to establishing two new, term limited positions in the bargaining unit to fill this need; and

WHEREAS, the Road Department thus recommends creating two new, term-limited, AFSCME class 4 highway worker positions which would be filled until the existing employees return from their medical leaves; and

WHEREAS, per the attached Personnel Cost Projection provided by the Ingham County Budget Office, the net weekly personnel cost increase over budget of funding two new full bargaining unit positions and benefits only for the two employees on workers comp benefits (wages not paid while on workers comp.) is \$485.31 per week for both positions; and

WHEREAS, the 2015 County Road Fund Budget has capacity for the personnel cost increase estimated for this change per the attached Ingham County Budget Office Personnel Cost Projection; and

WHEREAS, per the AFSCME Local 1499 labor contract, the two new term-limited positions would be treated as new positions, and thus would be filled and then terminated per the labor contract when the two permanent employees on medical leave return.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes the Road Department to create two new, term-limited, AFSCME class 4 highway worker positions which would be filled until the two incumbent employees on medical leave return.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes any necessary budgetary changes to fund the increased personnel cost for the above mentioned two new term-limited positions.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes posting, hiring for and then terminating the above mentioned two new term-limited positions when the two incumbent employees on medical leave return in accordance with the AFSCME Local 1499 – Ingham County labor contract.

Agenda Item 5m

To: County Services & Finance Committees

From: William Conklin, Managing Director
Road Department

Date: May 13, 2015

RE: Proposed Minor Re-organization
Road Department Engineering Division
One Engineering Technician Position Reclassification

Per the County's re-organization procedure, the following were submitted for discussion and consideration of reclassifying one Engineering Technician I position (OPEIU Grade 3) to one Engineering Technician II position (OPEIU Grade 5) in the Road Department's Engineering Division at the May 5 County Services Committee meeting:

Road Department Director's Memo of Explanation.

HR Classification Packet- including HR analysis memo, existing and proposed job descriptions, and correspondence with affected union—OPEIU Technical-Clerical Unit.

Budget Office Personnel Cost Projection-attached again to the attached proposed resolution.

Current Road Department Organizational Chart.

The County Services Committee requested clarification of the input on this proposed reclassification from the OPEIU Technical-Clerical Bargaining Unit which represents the affected position. An email to this effect is attached.

As the committee directed, the attached proposed resolution is offered for consideration to approve this position reclassification.

Agenda Item 5m

To: County Services & Finance Committees

From: William Conklin, Managing Director
Road Department

Date: April 22, 2015

RE: Proposed Minor Re-organization
Road Department Engineering Division
One Engineering Technician Position Reclassification

Per the County's re-organization procedure, this memo and the following are being submitted for consideration of reclassifying one Engineering Technician I position (OPEIU Grade 3) to one Engineering Technician II position (OPEIU Grade 5) in the Road Department's Engineering Division:

Explanation-below.

HR Classification Packet-attached including HR analysis memo, existing and proposed job descriptions, and correspondence with affected union—OPEIU Technical-Clerical Unit.

Budget Office Personnel Cost Projection-attached.

Current Road Department Organizational Chart-attached.

Explanation:

In 2013 HR worked with the Road Department to update the job descriptions for our 3 levels of Engineering Technicians (Techs) which are in the OPEIU Technical-Clerical Bargaining Unit--Tech I—OPEIU grade 3, Tech II—OPEIU grade 5, and Tech III—OPEIU Grade 6, and to create an engineering technician professional development stepping stone opportunity with these positions. OPEIU Chief Steward Mark Swanson was involved with these discussions and was provided the job updated descriptions.

All 3 Engineering Technician job descriptions are included in the attached HR Classification Packet.

In general, the Engineering Technicians perform a variety of road and bridge project support functions including design CAD work, field information collection, and construction inspection on outsourced projects performed by contractors. The Road Department has 1 incumbent in the Tech I—OPEIU grade 3 position, 2 incumbents in the Tech II—OPEIU grade 5 positions, and 1 incumbent in the Tech III—OPEIU Grade 6 position-see attached organization chart. We also have a Surveyor, OPEIU Grade 5, who besides primarily being a surveyor, also functions as a Technician II in many instances.

Tech I's are primarily intended to work in an assisting role with the Surveyor and/or a Tech II or III. Techs must be a Tech II or III to handle projects alone or as the lead inspector.

The Tech I-grade 3 position was created as an entry, professional development level with the future intent that Tech I incumbents would develop into a Tech II—OPEIU grade 5, at which time having achieved the necessary qualifications per the Tech II-grade 5 job description, and if/when the Road Department had the need and budget for another Tech II, the Tech I position would be reclassified to Tech II and posted per labor contract requirements. The Tech I-grade 3 position would then be left open until such time as either a new position were created and/or an existing Tech left our employment and a new person would be hired to start this process over again, unless of course a new hire came with the requisite qualifications to hire in at a Tech II-grade 5 level.

At this time given project work load, the Road Department has a need for a third Tech II. The Road Fund budget also has, and is expected to have in the future, funding for the personnel cost increase estimated for this change—see attached Budget Office Personnel Cost Projection. Also, the current Tech I-grade 3 incumbent, has achieved the Tech II-grade 5 qualifications per the attached Tech II job description, and thus would be eligible to apply and be considered for the new Tech II position.

Per the OPEIU Technical-Clerical Unit labor contract, the new Tech II-Grade 5 position would be treated as a new position, and thus would be internally posted within the OPEIU Technical-Clerical bargaining unit. Presumably the Tech I incumbent would apply and either be hired to the new Tech II position or could be considered for whatever position is vacated by any other OPEIU Technical-Clerical unit member hired for the new Tech II position. In no case will this re-organization proceed if or in such a manner that the Tech I incumbent would be displaced from employment.

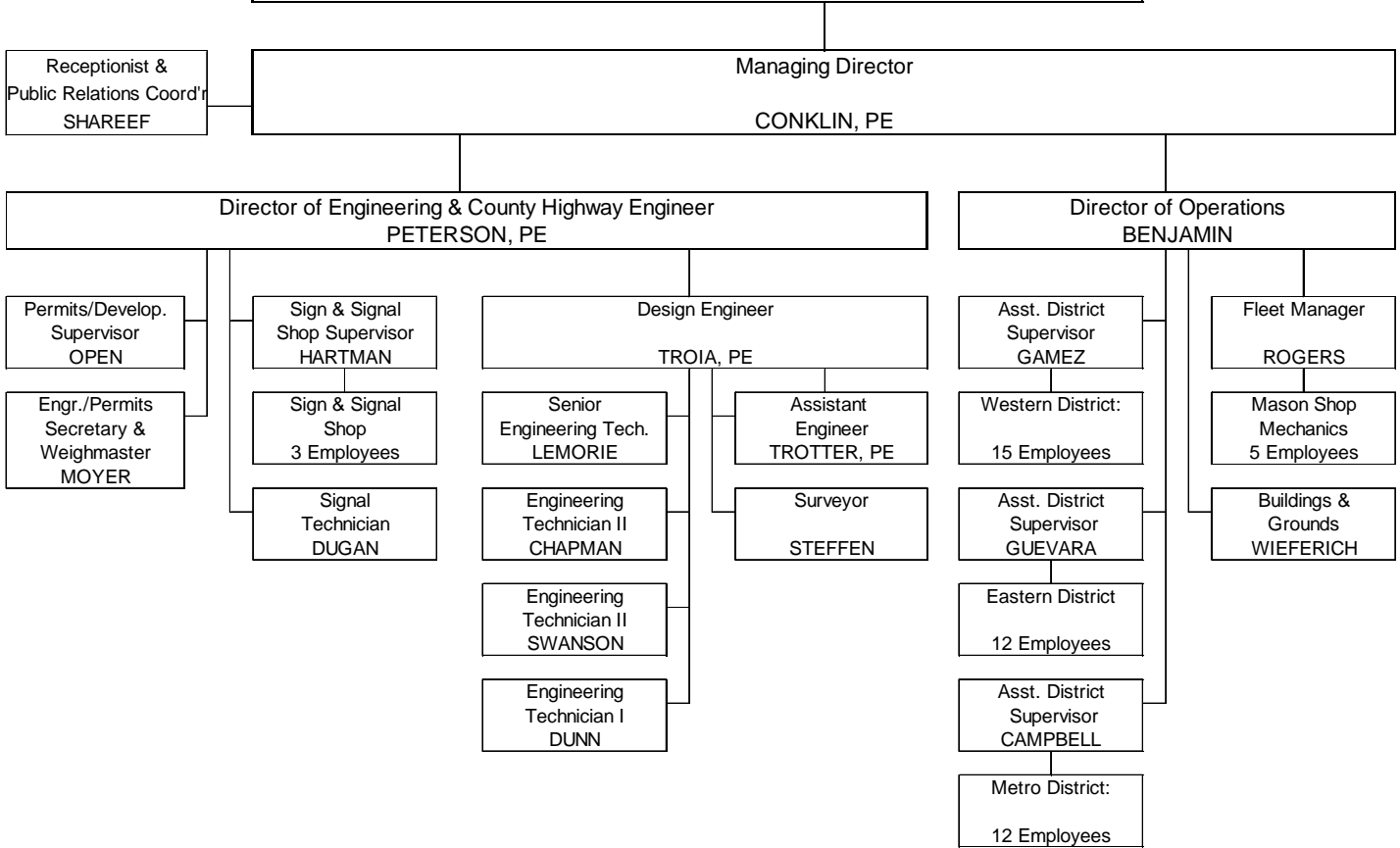
Upon Committee approval, a resolution will be offered to approve this re-organization.

**2015 PERSONNEL COST PROJECTIONS
ROAD DEPARTMENT REORGANIZATION PROPOSAL
LONG TERM COSTS (POSITIONS AT TOP STEP)**

| | CURRENT ENGINEER TECHNICIAN I OPEIU GRADE 3 | PROPOSED ENGINEER TECHNICIAN II OPEIU GRADE 5 |
|----------------------------------|--|--|
| SALARY | 49,978 | 60,446 |
| LONGEVITY | 1,800 | 1,800 |
| WAGES | \$51,778 | \$62,246 |
| FICA | 3,961 | 4,762 |
| HEALTH | 13,720 | 13,720 |
| DENTAL | 886 | 886 |
| VISION | 119 | 119 |
| CURRENT RETIREE HLTH | 2,766 | 2,766 |
| FUTURE RETIREE HLTH | 1,890 | 2,272 |
| CARES | 33 | 33 |
| TOTAL | \$75,153 | \$86,804 |
| ADDITIONAL LONG TERM COST | | \$11,651 |

ORGANIZATION CHART INGHAM COUNTY ROAD DEPARTMENT

| Board of Ingham County Commissioners | |
|--------------------------------------|----------------------------------|
| VICTOR CELENTINO, District 1 | PENELOPE TSERNOGLOU, District 8 |
| REBECCA BAHAR-COOK, District 2 | CAROL KOENIG, District 9 |
| SARAH ANTHONY, District 3 | BRIAN McGRAIN, District 10 |
| BRYAN CRENSHAW, District 4 | TERI BANAS, District 11 |
| TODD TENNIS, District 5 | DEB NOLAN, District 12 |
| RANDY MAIVILLE, District 6 | RANDY SCHAFFER, District 13 |
| KARA HOPE, District 7 | ROBIN CASE NAEYAERT, District 14 |



2 Finance Clerks assigned full time, and one Accountant assigned part-time to road department report to County Finance Director Jill Rhode.
 2 Purchasing staff assigned full time to road department report to County Purchasing Director Jim Hudgins.
 One HR Specialist assigned part-time to road department reports to County HR Director Travis Parsons.

Road Dept. organizational chart as of April 13, 2015

Agenda Item 5m

TO: William Conklin, Managing Director Roads Department
FROM: Joan Clous, Human Resources Specialist
DATE: April 7, 2015
RE: Memo of Analysis for reorganization of the Engineering Division

The Road Department is reorganizing the Engineering Division to enhance their ability to serve residents of Ingham County.

1. The Road Department will create an Engineering Technician II position, which will be posted internally.
2. The vacated Engineering Technician I position will remain vacant.

I have sent the OPEIU chair notice regarding this change and they support the reorganization. I have attached their response.

Please use this memo as acknowledgement of Human Resources' participation. You are now ready to complete the final step in the process: contact Budgeting, write a memo of explanation and prepare a resolution for Board approval.

If I can be of further assistance, please email or call me (887-4374).

From: Swanson, Mark
Sent: Friday, May 08, 2015 5:27 PM
To: Clous, Joan
Subject: Engineering technician position

Joan,

Pursuant to our conversation yesterday.

OPEIU Local 512 - Office and Technical staff has received a notice of change to a position within the Road Department; from the Human Resource Department. The affected positions are currently covered under the existing collective bargaining agreement. Based on the needs of the employer, the bargaining group welcomes the opportunity to migrate an Engineering Technician I position (Grade 3) to an Engineering Technician II (Grade 5).

Mark Swanson
OPEIU Local 512 – Steward
Ingham County Road Department
P.O. Box 38
Mason, MI 48854
(517) 676-9722 ext. 314

**INGHAM COUNTY
JOB DESCRIPTION**

Engineering Technician I, Department of Transportation and Roads

General Summary: Under the supervision of the Design Engineer or their designee, performs a variety of duties as an assistant to or in concert with higher classified Engineering Technicians related to road and bridge design and construction, development evaluation and construction, permitting and traffic engineering. Assists in the collection of survey information and assists engineers in drafting plans and cost estimates for construction projects. Assists higher classified Engineering Technicians with construction project inspection to assure quality and conformance to standards and specifications. As an assistant to the Surveyor or higher classified Engineering Technicians, operates land survey and traffic data collection equipment. Responds to the public, maintains records and performs other technical and administrative tasks associated with Department operations.

Essential Functions:

1. Using field notes, topographic survey data, and standard specifications, helps draw proposed plans for road and bridge improvements. Computes existing and proposed grades and quantities for cost analyses. Helps Survey, plan, prepare drawings and inspect various Road Department projects.
2. Assists higher classified Engineering Technicians in a variety of engineering field studies pertaining to pavement thickness, soils investigation, traffic volume, vehicle turning movements, culvert and storm sewer inventories, etc.
3. Assists higher classified Engineering Technicians with inspection of construction contract work and annual Road Department system improvement programs to ensure that work meets standard specification, plan and proposal requirements. Performs sampling and testing of materials. Helps layout construction project staking and ensure proper placement of work zone signing and traffic control devices.
4. Measures, computes and keeps records of materials used and work performed in the field to assist higher classified Engineering Technicians with project record keeping. Helps compute and compile final quantities of construction work performed by contractors and prepares various reports for review. Assists in the compilation of proper project documentation.
5. Works within a survey crew in gathering topographic information and laying out projects. Uses level, transit, total station, rod chain and other instruments, as required, to accomplish layout, staking, and grading direction for contractors and Road Department crews.
6. Performs minor repairs on Road Department equipment and maintains equipment inventory, as directed.
7. Responds to information requests and complaint calls from the general public, as directed. Enters complaint data into the Road Department computer database. May gather information used to investigate inquiries and complaints from the public regarding construction, construction traffic control, and access problems.
8. Performs office work such as filling out forms, keeping records, filing documents and reproducing documents or drawings. Tabulates measurements and field data, maintains related records, prepares support materials, diagrams and drafts various written reports for review.
9. Provides information related to particular projects and performs various administrative tasks as directed.

10. Assists with claims against parties responsible for damaging Road Department property.
11. Assists with updates of road certificates, maps, road inventories, etc.
12. Attends a variety of workshops and seminars and reads periodicals and other related materials to stay current on new developments, techniques and methods.

Other Functions:

- Performs other duties as assigned.
- Must adhere to departmental standards in regard to HIPAA and other privacy issues.
- During a public health emergency, the employee may be required to perform duties similar to but not limited to those in his/her job description.

(An employee in this position may be called upon to do any or all of the above tasks. These examples do not include all of the tasks which the employee may be expected to perform.)

Employment Qualifications:

Education: A minimum of a high school diploma **plus** a minimum of 4 years of experience in construction inspection/methods, computer-aided drafting (CAD), land-surveying methods, traffic engineering or related fields.

OR

A minimum of an Associate's Degree in Civil Engineering, Construction Technology or a related field **plus** a minimum of 6 months experience construction inspection and methods and/or computer-aided drafting (CAD), land surveying methods and traffic engineering or related fields.

Other Requirements: Must possess a valid Michigan Motor Vehicle Operator's License.

One year after date of hire, employees must obtain state recognized Certification in at least three or more of the following areas:

- Bituminous Testing
- Bituminous Paving
- Aggregate Testing
- Density Control, including certification in an approved Nuclear Safety Program.
- Concrete Testing
- Work Zone Safety
- SESC (Soil Erosion and Sedimentation Control) or Storm Water Operator
- Construction of ADA Compliant Facilities
- Excavating Safety: Competent Person Training
- Concrete Construction Inspector (ACI)
- Concrete Paving and Structures (MDOT inspection school)

The position requires the proficient use of word processing and spreadsheet software and basic knowledge and experience using software programs such as Bentley MicroStation, GEOPAK, FieldBook, TransPort, and MERL.

(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:

- Sitting, walking, standing, bending and lifting/holding/carrying objects found in an office environment.
- Walking, bending and twisting on pavement, dirt and other outdoor surfaces in various weather conditions.
- Occasional lifting of items up to 50 pounds.
- Ability to communicate and respond to co-worker and customer inquiries both in person and over the phone.
- Ability to operate a PC/laptop and to enter & retrieve information from a computer.
- Ability to handle varying and often high levels of stress.

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

Working Conditions:

- The typical work environment occurs in an office setting where sensory experience includes uniform temperatures, conversational noise and everyday office activities.
- Frequently, the work environment occurs outside where exposure to temperature, weather conditions, allergens and loud noises are increased.

***OPEIU(Road Dept)
May 20, 2013
Pay Grade 3***

**INGHAM COUNTY
JOB DESCRIPTION**

Engineering Technician II, Department of Transportation and Roads

General Summary: Under the supervision of the Design Engineer, or designee, performs a variety of duties related to road and bridge design and construction, development evaluation and construction, permitting and traffic engineering. Serves as a lead for Engineering Technician I and seasonal employees, coordinating and directing construction inspection work assignments and checking their work for conformance to standards, specifications, and guidelines. Collects survey information, drafts plan sheets, and assists engineers in preparing specifications for construction projects. Performs primary construction project oversight; monitors ongoing project activities to assure conformance to standards, plans, and specifications, directs and/or performs appropriate testing, gathers proper contract documentation, and prepares contractor pay estimates. Operates land survey and traffic data collection equipment. Responds to the public, maintains records, and performs other technical and administrative tasks associated with Department operations.

Essential Functions:

1. Using field notes, topographic survey data, and standard specifications, draws proposed plans for contracted road or bridge improvements as directed. Computes existing and proposed grades and calculates quantities for cost analyses. Surveys, plans, prepares drawings and specifications from which various Road Department projects can be constructed.
2. Conducts a variety of engineering field studies pertaining to PASER ratings, pavement thickness, soils investigation, traffic volume, pavement markings, vehicle turning movements, culvert and storm sewer inventories, etc. Maintains RoadSoft inventory databases for asset management analyses.
3. Leads inspection activities for construction contract work and annual Road Department system improvement programs to ensure that work meets standard specification, plan and proposal requirements. Plans, directs, and performs field sampling and testing of materials. Performs and verifies construction project staking and ensures proper placement of work zone signing and traffic control devices. Coordinates inspection functions with the contractor's operations. Advises the contractor concerning the suitability of materials and methods used.
4. Measures, computes and keeps records of materials used and work performed in the field. Computes and compiles final quantities of construction work performed by contractors, and prepares various reports. Calculates pay estimates for road, bridge, and Road Department system improvement programs. Advises the contractor on material acceptance requirements and ensures compilation of proper project documentation.
5. Works within a survey crew in gathering topographic information, planning, and designing field modifications, and laying out projects. Uses level, transit, total station, rod chain and other instruments, as required, to accomplish layout, staking, and grading direction for contractors and Road Department crews.
6. Performs minor repairs on Road Department equipment and maintains equipment inventory.
7. Responds to information requests and complaint calls from the general public. Coordinates follow-up with appropriate personnel and enters data into computer database. Answers inquiries and complaints from the public and mitigates complaints regarding construction, construction traffic control, and access problems.

8. Performs office work such as filling out forms, keeping records, filing documents and reproducing documents or drawings. Tabulates measurements and field data, maintains related records, prepares support materials diagrams and prepares various written reports.
9. Represents the Road Department at pre-construction meetings and other project related and Committee meetings. Provides information related to particular projects and performs various administrative tasks.
10. Initiates and assists with claims against parties responsible for damaging Road Department property and may appear in Small Claims Court when necessary to enforce payment.
11. Maintains and updates road certificates, maps, road inventories, etc.
12. Attends a variety of workshops and seminars and reads periodicals and other related materials to stay current on new developments, techniques and methods.

Other Functions:

- Performs other duties as assigned.
- Must adhere to departmental standards in regard to HIPAA and other privacy issues.
- During a public health emergency, the employee may be required to perform duties similar to, but not limited, to those in his/her job description.

(An employee in this position may be called upon to do any or all of the above tasks. These examples do not include all of the tasks which the employee may be expected to perform.)

Employment Qualifications:

Education: A minimum of an Associate's Degree in Civil Engineering, Construction Technology or a related field **plus** a minimum of 3 years of experience in construction inspection/methods, computer-aided drafting (CAD), land-surveying methods, traffic engineering or related fields.

Other Requirements: Must possess a valid Michigan Motor Vehicle Operator's License.

One year after date of hire, employees must obtain State Certification in at least five or more of the following areas:

- Bituminous Testing
- Bituminous Paving
- Aggregate Testing
- Density Control, including certification in an approved Nuclear Safety Program.
- Concrete Testing
- Work Zone Safety
- SESC (Soil Erosion and Sedimentation Control) or Storm Water Operator
- Excavating Safety: Competent Person Training
- Concrete Construction Inspector (ACI)
- Concrete Paving and Structures (MDOT Inspection School)
- Bridge Painting/Cleaning and Coating Structural Steel (MDOT)
- Pavement, Signs and Markings (Levels I and II)
- Construction of ADA Compliant Facilities

The position requires the proficient use of word processing and spreadsheet software and intermediate knowledge and experience of software programs such as Bentley MicroStation, GEOPAK, FieldBook, FieldManager, TransPort, and MERL.

(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)

Working Conditions:

- The typical work environment occurs in an office setting where sensory experience includes uniform temperatures, conversational noise and everyday office activities.
- Frequently, the work environment occurs outside where exposure to temperature, weather conditions, allergens and loud noises are increased.

Physical Requirements:

- Sitting, walking, standing, bending and lifting/holding/carrying objects found in an office environment.
- Walking, bending and twisting on pavement, dirt and other outdoor surfaces in various weather conditions.
- Occasional lifting of items up to 50 pounds.
- Ability to communicate and respond to co-worker and customer inquiries both in person and over the phone.
- Ability to operate a PC/laptop and to enter & retrieve information from a computer.
- Ability to handle varying and often high levels of stress.
- This position requires the ability to communicate and respond to inquiries both in person and over the phone.
- This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.
- This position requires the ability to handle varying and often high levels of stress.

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

***OPEIU(Road Dept)
May 20, 2013
Pay Grade 5***

INGHAM COUNTY JOB DESCRIPTION

Engineering Technician III, Department of Transportation and Roads

General Summary: Under the supervision of the Design Engineer, or designee, performs a variety of duties related to road and bridge design and construction, development evaluation and construction, permitting and traffic engineering. Serves as a lead for lower classified Engineering Technicians and seasonal employees, coordinating and directing design and construction inspection work assignments and checking their work for conformance to standards, specifications and guidelines. Also performs a number of non-supervisory duties related to road and bridge design, construction and development projects including drafting plans and specifications for construction projects and construction project oversight. Performs oversight of construction program; reviews construction project documentation for quality assurance, Monitors project specific contractor activities to assure conformance to standards, plans, and specifications, directs and performs appropriate testing, gathers proper contract documentation, and prepares contractor pay estimates. Takes complaint and inquiry calls from the public and performs other technical and administrative tasks associated with Department operations.

Essential Functions:

1. Coordinates the activities of Engineering Technicians to prepare complete construction contract plans, specifications and estimates. Drafts plans and assists engineers in developing project specific specifications. Leads department technicians in preparing drawings and specifications from which various Road Department projects can be constructed. Computes existing and proposed grades and calculates quantities for cost analyses.
2. Coordinates the activities of Engineering Technicians to oversee and insure appropriate project inspection staffing and checks field staff work for conformance to federal, state and county standards, plans, specifications, and documentation requirements. Performs quality assurance reviews of files and documentation for all construction projects.
3. Leads inspection activities of Engineering Technicians for construction contract work and annual Road Department system improvement programs to ensure that work meets standard specification, plan and proposal requirements. Plans, directs, and performs field sampling and testing of materials. Performs and verifies construction project staking and ensures proper placement of work zone signing and traffic control. Formulates field design revisions and corrective action to assist engineers with field related decisions. Helps specify and negotiate contract modifications. Coordinates inspection functions with contractors' operations. Advises contractors concerning the suitability of material and methods used.
4. Measures, computes and keeps records of materials used and work performed in the field. Computes and compiles final quantities of construction work performed by contractors, and prepares various reports. Calculates pay estimates and recommends final payment for road, bridge, and Road Department system improvement programs. Advises contractors on material acceptance requirements and ensures compilation of proper project documentation.
5. Works with a survey crew in planning, and designing field modifications and laying out projects. Uses survey equipment and instruments as required to accomplish layout, staking, and grading direction for contractors and Road Department crews.
6. Responds to information requests and complaint calls from the general public. Coordinates follow-up with appropriate personnel and enters data into computer database. Answers inquiries and

complaints from the public and confers with utilities regarding construction, construction traffic control, and access problems.

7. Performs office work such as filling out forms, keeping records, filing documents and reproducing documents or drawings.
8. Represents the Road Commission at pre-construction meetings and other project related and Committee meetings. Provides information related to particular projects and performs various administrative tasks.
9. Maintains construction contract project documentation management system and project construction files. Ensures compliance with state and federal project document requirements. Prepares construction contract files for interim and final audits and responds to remedy audit deficiencies. Prepares construction contract final documents.
10. Coordinates, maintains and updates road certificates, maps, road inventories, etc.
11. Attends a variety of workshops and seminars and reads periodicals and other related materials to stay current on new developments, techniques and methods.

Other Functions:

- Performs other duties as assigned.
- Must adhere to departmental standards in regard to HIPAA and other privacy issues.
- During a public health emergency, the employee may be required to perform duties similar to, but not limited, to those in his/her job description.

(An employee in this position may be called upon to do any or all of the above tasks. These examples do not include all of the tasks which the employee may be expected to perform.)

Employment Qualifications:

Education: A minimum of an Associate's Degree in Civil Engineering, Construction Technology or a related field **plus** a minimum of 5 years of experience in construction inspection/methods, computer-aided drafting (CAD), land-surveying methods, traffic engineering or related fields.

Other Requirements: Must possess a valid Michigan Motor Vehicle Operator's License.

One year after date of hire, employees must obtain State Certification in at least six of the following areas:

- Bituminous Testing
- Bituminous Paving
- Aggregate Testing
- Density Control, including certification in an approved Nuclear Safety Program.
- Concrete Testing
- Work Zone Safety
- SESC (Soil Erosion and Sedimentation Control) or Storm Water Operator
- Excavating Safety: Competent Person Training
- Concrete Construction Inspector (ACI)
- Concrete Paving and Structures (MDOT Inspection School)
- Bridge Painting/Cleaning and Coating Structural Steel (MDOT)
- Pavement, Signs and Markings (Levels I and II)
- Construction of ADA Compliant Facilities

The position requires the proficient use of word processing and spreadsheet software and advanced knowledge and experience of software programs such as Bentley MicroStation, GEOPAK, FieldBook, FieldManager, TransPort, and MERL.

(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)

Working Conditions:

- The typical work environment occurs in an office setting where sensory experience includes uniform temperatures, conversational noise and everyday office activities.
- Frequently, the work environment occurs outside where exposure to temperature, weather conditions, allergens and loud noises are increased.

Physical Requirements:

- Sitting, walking, standing, bending and lifting/holding/carrying objects found in an office environment.
- Walking, bending and twisting on pavement, dirt and other outdoor surfaces in various weather conditions.
- Occasional lifting of items up to 50 pounds.
- Ability to communicate and respond to co-worker and customer inquiries both in person and over the phone.
- Ability to operate a PC/laptop and to enter & retrieve information from a computer.
- Ability to handle varying and often high levels of stress.
- This position requires the ability to communicate and respond to inquiries both in person and over the phone.
- This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.
- This position requires the ability to handle varying and often high levels of stress.

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

***OPEIU(Road Dept)
May 20, 2013
Pay Grade 6***

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING A RE-ORGANIZATION (RECLASSIFICATION)
OF AN ENGINEERING TECHNICIAN POSITION FOR THE ROAD DEPARTMENT**

WHEREAS, the Ingham County Road Department employs Engineering Technicians at various professional levels or grades who perform a variety of road and bridge project support functions including, among other duties, computer aided design/drafting (CAD) work, survey and field information collection, and construction inspection on outsourced projects performed by contractors; and

WHEREAS, the Road Department Engineering Technicians are represented by the Office & Professional Employees International Union (OPEIU) Local 512, Technical-Clerical Unit; and

WHEREAS, the Road Department employs 1 incumbent in the Technician I—OPEIU grade 3 position, 2 incumbents in the Technician II—OPEIU grade 5 positions, and 1 incumbent in the Technician III—OPEIU Grade 6 position; and

WHEREAS, to better handle current and future expected project needs and thus to better serve the public, the Road Department recommends reclassifying the one Engineering Technician I position (OPEIU Grade 3) to one Engineering Technician II position (OPEIU Grade 5) in the Road Department's Engineering Division; and

WHEREAS, the County Road Fund budget also has, and is expected to have in the future, funding for the personnel cost increase estimated for this change per the attached Ingham County Budget Office Personnel Cost Projection; and

WHEREAS, in conformance with Ingham County' Re-organization Policy & Procedure, the OPEIU Bargaining Unit has submitted the attached email correspondence indicating their support of this reclassification; and

WHEREAS, per the OPEIU Technical-Clerical Unit labor contract, the new Technician II-Grade 5 position would be treated as a new position, and thus would be internally posted within the OPEIU Technical-Clerical bargaining unit; and

WHEREAS, the current Technician I-grade 3 incumbent, has achieved the Technician II-grade 5 qualifications per the Technician II job description, and thus would be eligible to apply and be considered for the new Technician II position, or could be considered for whatever position is vacated by any other OPEIU Technical-Clerical unit member hired for the new Technician II position; and

WHEREAS, in no case will this re-organization/reclassification proceed if or in such a manner that the Technician I incumbent would be displaced from employment; and

WHEREAS, per Ingham County's Re-organization Policy & Procedure, discussion was held on this proposed re-organization/reclassification at the May 5, 2015, County Services Committee meeting, at which no opposition was expressed.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes reclassifying the one Engineering Technician I position (OPEIU Grade 3) to one Engineering Technician II position (OPEIU Grade 5) in the Road Department's Engineering Division.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes any necessary budgetary changes to fund the increased personnel cost for this reclassification.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes posting the new Technician II-Grade 5 position as a new position within the OPEIU Technical-Clerical bargaining unit and hiring for this new position in accordance with the OPEIU Technical-Clerical Unit labor contract.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION ESTABLISHING A FREEDOM OF INFORMATION ACT (FOIA) POLICIES AND GUIDELINES, PUBLIC SUMMARY OF PROCEDURES AND GUIDELINES, AND FOIA OPERATIONAL PROCEDURES FOR INGHAM COUNTY

WHEREAS, the Michigan legislature adopted 2014 Public Act 563 enacting numerous amendments to the Michigan Freedom of Information Act (FOIA), being MCL 15.231 *et seq.*, that require revision of the current County FOIA Policy adopted in 2008 by Resolution #08-071; and

WHEREAS, from time to time Ingham County Departments will receive Freedom of Information Act (FOIA) requests; and

WHEREAS, it is necessary to adopt, and to post online, “FOIA Policies and Guidelines” and a “FOIA Policy Summary” to ensure that the FOIA requests are addressed in an efficient and consistent manner, and to comply with these FOIA statutory amendments; and

WHEREAS, it is necessary to adopt FOIA Operational Procedures to implement these County FOIA Policies and Guidelines.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby adopts, effective from and after July 1, 2015, the attached:

1. “Ingham County FOIA Policies and Guidelines,” including the FOIA Forms attached to these Policies and Guidelines; and
2. “Ingham County FOIA Public Summary of Procedures and Guidelines”; and
3. “Ingham County FOIA Operational Procedures.”

BE IT FURTHER RESOLVED, that copies of the “Ingham County FOIA Policies and Guidelines,” including the attached FOIA forms, and the “Ingham County FOIA Public Summary of Procedures and Guidelines” shall be posted on the County’s website.

BE IT FURTHER RESOLVED, that the Board of Commissioners Board Coordinator is the County FOIA Coordinator for Ingham County per the designation by the Board Chairperson.

BE IT FURTHER RESOLVED, that the attached Ingham County FOIA Policies and Guidelines, including the attached FOIA Forms, the Ingham County FOIA Public Summary of Procedures and Guidelines, and the Ingham County FOIA Operational Procedures will be effective July 1, 2015, and will supersede any previous resolutions setting FOIA policies or establishing formulas for the cost of FOIA requests.

BE IT FURTHER RESOLVED, that copies of this resolution will be forwarded to each County Department.



Ingham County

FOIA Procedures and Guidelines

Preamble: Statement of Principles

It is the policy of Ingham County that all persons, except those incarcerated, consistent with the Michigan Freedom of Information Act (FOIA), are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and employees. The people shall be informed so that they fully participate in the democratic process.

The County's policy with respect to FOIA requests is to comply with State law in all respects and to respond to FOIA requests in a consistent, fair, and even-handed manner regardless of who makes such a request.

The County acknowledges that it has a legal obligation to disclose all nonexempt public records in its possession pursuant to a FOIA request. The County acknowledges that sometimes it is necessary to invoke the exemptions identified under FOIA in order to ensure the effective operation of government and to protect the privacy of individuals.

Ingham County will protect the public's interest in disclosure, while balancing the requirement to withhold or redact portions of certain records. The County's policy is to disclose public records consistent with and in compliance with State law.

The County Board of Commissioners has established the following written procedures and guidelines to implement the FOIA and will create a written public summary of the specific procedures and guidelines relevant to the general public regarding how to submit written requests to the public body and explaining how to understand a public body's written responses, deposit requirements, fee calculations, and avenues for challenge and appeal. The written public summary will be written in a manner so as to be easily understood by the general public.

Section 1: General Policies

The County Board of Commissioners, acting pursuant to the authority at MCL 15.236, designates Becky Bennett, Board Coordinator as the FOIA Coordinator. She is authorized to designate other County staff to act on her behalf to accept and process written requests for the County's public records and approve denials.

If a request for a public record is received by fax or email, the request is deemed to have been received on the following business day. If a request is sent by email and delivered to a County spam or junk-mail folder, the request is not deemed received until one day after the FOIA Coordinator first becomes aware of the request. The FOIA Coordinator shall note in the FOIA log both the date the request was delivered to the spam or junk-mail folder and the date the FOIA Coordinator became aware of the request.

The FOIA Coordinator shall review County spam and junk-mail folders on a regular basis, which shall be no less than once a month. The FOIA Coordinator shall work with County Information Technology staff to develop administrative rules for handling spam and junk-mail so as to protect County systems from computer attacks which may be imbedded in an electronic FOIA request.

The FOIA Coordinator may, in her discretion, implement administrative rules, consistent with State law and these Procedures and Guidelines to administer the acceptance and processing of FOIA requests.

The County is not obligated to create a new public record or make a compilation or summary of information which does not already exist. Neither the FOIA Coordinator nor other County staff are obligated to provide answers to questions contained in requests for public records or regarding the content of the records themselves.

The FOIA Coordinator shall keep a copy of all written requests for public records received by the County on file for a period of at least one year.

The County will make this Procedures and Guidelines document and the Written Public Summary publicly available without charge. If it does not, the County cannot require deposits or charge fees otherwise permitted under the FOIA until it is in compliance.

A copy of this Procedures and Guidelines document and the County's Written Public Summary must be publicly available by providing free copies both in the County's response to a written request and upon request by visitors at County offices.

This Procedures and Guidelines document and the County's Written Public Summary will be maintained on the County's website at: www.ingham.org, so a link to those documents will be provided in lieu of providing paper copies of those documents.

Section 2: Requesting a Public Record

No specific form to submit a request for a public record is required. However the FOIA Coordinator may make available a FOIA Request Form for use by the public.

Requests to inspect or obtain copies of public records prepared, owned, used, possessed or retained by the County may be submitted on the County's FOIA Request Form, in any other form of writing (letter, fax, email, etc.).

If a person makes a verbal, non-written request for information believed to be available on the County's website, where practicable and to the best ability of the employee receiving the request, shall be informed of the pertinent website address.

A request must sufficiently describe a public record so as to enable County personnel to identify and find the requested public record.

Written requests for public records may be submitted in person or by mail to any County office. Requests may also be submitted electronically by fax and email. Upon their receipt, requests for public records shall be promptly forwarded to the FOIA Coordinator for processing.

A person may request that public records be provided on non-paper physical media, emailed or other otherwise provided to him or her in digital form in lieu of paper copies. The County will comply with the request only if it possesses the necessary technological capability to provide records in the requested non-paper physical media format.

A person may subscribe to future issues of public records that are created, issued or disseminated by Ingham County on a regular basis. A subscription is valid for up to 6 months and may be renewed by the subscriber.

A person serving a sentence of imprisonment in a local, state or federal correctional facility is not entitled to submit a request for a public record. The FOIA Coordinator will deny all such requests.

Section 3: Processing a Request

Unless otherwise agreed to in writing by the person making the request, the County will issue a response within 5 business days of receipt of a FOIA request. If a request is received by fax, email or other electronic transmission, the request is deemed to have been received on the following business day.

The County will respond to a request in one of the following ways:

- Grant the request.
- Issue a written notice denying the request.
- Grant the request in part and issue a written notice denying in part the request.
- Issue a notice indicating that due to the nature of the request the County needs an additional 10 business days to respond for a total of no more than 15 business days. Only one such extension is permitted.
- Issue a written notice indicating that the public record requested is available at no charge on the County's website.

When a request is granted:

If the request is granted, or granted in part, the FOIA Coordinator will require that payment be made in full for the allowable fees associated with responding to the request before the public record is made available.

The FOIA Coordinator shall provide a detailed itemization of the allowable costs incurred to process the request to the person making the request.

A copy of these Procedures and Guidelines and the Written Public Summary will be provided to the requestor free of charge with the response to a written request for public records, provided however, that because these Procedures and Guidelines, and the Written Public Summary are maintained on the County's website at: www.ingham.org, a link to the Procedures and Guidelines and the Written Public Summary will be provided in lieu of providing paper copies of those documents.

If the cost of processing a FOIA request is \$50 or less, the requester will be notified of the amount due and where the documents can be obtained.

If the cost of processing a FOIA request is expected to exceed \$50 based on a good-faith calculation, or if the requestor has not paid in full for a previously granted request, the County will require a good-faith deposit pursuant to Section 4 of this policy before processing the request.

In making the request for a good-faith deposit the FOIA Coordinator shall provide the requestor with a detailed itemization of the allowable costs estimated to be incurred by the County to process the request and also provide a best efforts estimate of a time frame it will take the County to provide the records to the requestor. The best efforts estimate shall be nonbinding on the County, but will be made in good faith and will strive to be reasonably accurate, given the nature of the request in the particular instance, so as to provide the requested records in a manner based on the public policy expressed by Section 1 of the FOIA.

When a request is denied or denied in part:

If the request is denied or denied in part, the FOIA Coordinator will issue a Notice of Denial which shall provide in the applicable circumstance:

- An explanation as to why a requested public record is exempt from disclosure; or
- A certificate that the requested record does not exist under the name or description provided by the requestor, or another name reasonably known by the County; or
- An explanation or description of the public record or information within a public record that is separated or deleted from the public record; and
- An explanation of the person's right to submit an appeal of the denial to either the County Board of Commissioners, or seek judicial review in the Ingham County Circuit Court; and
- An explanation of the right to receive attorneys' fees, costs, and disbursements as well actual or compensatory damages, and punitive damages of \$1,000, should they prevail in Circuit Court.
- The Notice of Denial shall be signed by the FOIA Coordinator.

If a request does not sufficiently describe a public record, the FOIA Coordinator may, in lieu of issuing a Notice of Denial indicating that the request is deficient, seek clarification or amendment of the request by the person making the request. Any clarification or amendment will be considered a new request subject to the timelines described in this Section.

Requests to inspect public records:

The County shall provide reasonable facilities and opportunities for persons to examine and inspect public records during normal business hours. The FOIA Coordinator is authorized to promulgate rules regulating the manner in which records may be viewed so as to protect County records from loss, alteration, mutilation or destruction and to prevent excessive interference with normal County operations.

Requests for certified copies:

The FOIA Coordinator shall, upon written request, furnish a certified copy of a public record at no additional cost to the person requesting the public record.

Section 4: Fee Deposits

If the fee estimate is expected to exceed \$50.00 based on a good-faith calculation, the requestor will be asked to provide a deposit not exceeding one-half of the total estimated fee.

If a request for public records is from a person who has not paid the County in full for copies of public records made in fulfillment of a previously granted written request, the FOIA Coordinator will require a deposit of 100% of the estimated processing fee before beginning to search for a public record for any subsequent written request by that person when all of the following conditions exist:

- The final fee for the prior written request is not more than 105% of the estimated fee;
- The public records made available contained the information sought in the prior written request and remain in the County's possession;
- The public records were made available to the individual, subject to payment, within the time frame estimated by the County to provide the records;
- Ninety (90) days have passed since the FOIA Coordinator notified the individual in writing that the public records were available for pickup or mailing;
- The individual is unable to show proof of prior payment to the County; and
- The FOIA Coordinator has calculated a detailed itemization that is the basis for the current written request's increased estimated fee deposit.

The FOIA Coordinator will not require an increased estimated fee deposit if any of the following apply:

- The person making the request is able to show proof of prior payment in full to the County;
- The County is subsequently paid in full for the applicable prior written request; or
- Three hundred sixty five (365) days have passed since the person made the request for which full payment was not remitted to the County.

Section 5: Calculation of Fees

A fee may be charged for the labor cost of copying/duplication.

A fee will *not* be charged for the labor cost of search, examination, review and the deletion and separation of exempt from nonexempt information *unless* failure to charge a fee would result in unreasonably high costs to the County because of the nature of the request in the particular instance, and the County specifically identifies the nature of the unreasonably high costs.

Costs for the search, examination review, and deletion and separation of exempt from non-exempt information are "unreasonably high" when they are excessive and beyond the normal or usual amount for those services compared to the costs of the County's usual FOIA requests, not compared to the County's operating budget.

The following factors shall be used to determine an unreasonably high cost to the County:

- Volume of the public record requested
- Amount of time spent to search for, examine, review and separate exempt from non-exempt information in the record requested.
- Whether the public records are from more than one County department or whether various County offices are necessary to respond to the request.
- The available staffing to respond to the request.
- Any other similar factors identified by the FOIA Coordinator in responding to the particular request.

The Michigan FOIA statute permits the County to charge for the following costs associated with processing a request:

- Labor costs associated with copying or duplication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
- Labor costs associated with searching for, locating and examining a requested public record, when failure to charge a fee will result in unreasonably high costs to the County.
- Labor costs associated with a review of a record to separate and delete information exempt from disclosure, when failure to charge a fee will result in unreasonably high costs to the County.

- The cost of copying or duplication, not including labor, of paper copies of public records. This may include the cost for copies of records already on the County's website if you ask for the County to make copies.
- The cost of computer discs, computer tapes or other digital or similar media when the requester asks for records in non-paper physical media. This may include the cost for copies of records already on the County's website if you ask for the County to make copies.
- The cost to mail or send a public record to a requestor.

Labor costs will be calculated based on the following requirements:

- All labor costs will be estimated and charged in 15-minute increments, with all partial time increments rounded down. If the time involved is less than 15 minutes, there will be no charge.
- Labor costs will be charged at the hourly wage of the lowest-paid County employee capable of doing the work in the specific fee category, regardless of who actually performs work.
- Labor costs will also include a charge to cover or partially cover the cost of fringe benefits.
- The County may add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits, but in no case may it exceed the actual cost of fringe benefits.
- Overtime wages will not be included in labor costs unless agreed to by the requestor; overtime costs will not be used to calculate the fringe benefit cost.
- Contracted labor costs will be charged at the hourly rate of \$48.90 (6 times the state minimum hourly wage).

The cost to provide records on non-paper physical media when so requested will be based on the following requirements:

- Computer disks, computer tapes or other digital or similar media will be at the actual and most reasonably economical cost for the non-paper media.
- This cost will only be assessed if the County has the technological capability necessary to provide the public record in the requested non-paper physical media format.
- The County will procure any non-paper media and will not accept media from the requestor in order to ensure integrity of the County's technology infrastructure.

The cost to provide paper copies of records will be based on the following requirements:

- Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$.10 per sheet of paper. Copies for non-standard sized sheets of paper will reflect the actual cost of reproduction.
- The County will provide records using double-sided printing, if it is cost-saving and available.

The cost to mail records to a requestor will be based on the following requirements:

- The actual cost to mail public records using a reasonably economical and justified means.
- The County may charge for the least expensive form of postal delivery confirmation.
- No cost will be made for expedited shipping or insurance unless specified by the requestor.

If the FOIA Coordinator does not respond to a written request in a timely manner, the County must:

- Reduce the labor costs by 5% for each day the County exceeds the time permitted under FOIA up to a 50% maximum reduction, if *any* of the following applies:
 - The County's late response was willful and intentional,
 - The written request conveyed a request for information within the first 250 words of the body of a letter facsimile, email or email attachment, or
 - The written request included the words, characters, or abbreviations for "freedom of information," "information," "FOIA," "copy" or a recognizable misspelling of such, or legal code reference to MCL 15.231, et seq. or 1976 Public Act 442 on the front of an envelope or in the subject line of an email, letter or facsimile cover page.
- Fully note the charge reduction in the Detailed Itemization of Costs Form.

Section 6: Waiver of Fees

The cost of the search for and copying of a public record may be waived or reduced if in the sole judgment of the FOIA Coordinator a waiver or reduced fee is in the public interest because it can be considered as primarily benefitting the general public. The County Board of Commissioners may identify specific records or types of records it deems should be made available for no charge or at a reduced cost.

Section 7: Discounted Fees

Indigence

The FOIA Coordinator will discount the first \$20.00 of the processing fee for a request if the person requesting a public record submits an affidavit stating that they are:

- Indigent and receiving specific public assistance, or
- If not receiving public assistance, stating facts demonstrating an inability to pay because of indigence.

An individual is not eligible to receive the waiver if:

- The requestor has previously received discounted copies of public records from the County twice during the calendar year; or
- The requestor requests information in connection with other persons who are offering or providing payment to make the request.

An affidavit is sworn statement. The FOIA Coordinator may make a Fee Waiver Affidavit Form available for use by the public.

Nonprofit organization advocating for developmentally disabled or mentally ill individuals

The FOIA Coordinator will discount the first \$20.00 of the processing fee for a request from:

- A nonprofit organization formally designated by the state to carry out activities under subtitle C of the federal developmental disabilities assistance and bill of rights act of 2000, Public Law 106-402, and the protection and advocacy for individuals with mental illness act, Public Law 99-319, or their successors, if the request meets all of the following requirements:
 - Is made directly on behalf of the organization or its clients.
 - Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the mental health code, 1974 PA 258, MCL 330.1931.
 - Is accompanied by documentation of its designation by the state, if requested by the public body.

Section 8: Appeal of a Denial of a Public Record

When a requestor believes that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, he or she may appeal to the County Board of Commissioners, by filing an appeal of the denial with the office of the County Board of Commissioners.

The appeal must be in writing, specifically state the word "appeal" and identify the reason or reasons the requestor is seeking a reversal of the denial. The County FOIA Appeal Form (To Appeal a Denial of Records), may be used.

The County Board of Commissioners is not considered to have received a written appeal until the first regularly scheduled County Board of Commissioners meeting following submission of the written appeal.

Within 10 business days of receiving the appeal the County Board of Commissioners will respond in writing by:

- Reversing the disclosure denial;
- Upholding the disclosure denial; or
- Reverse the disclosure denial in part and uphold the disclosure denial in part; or

- Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the County Board of Commissioners shall respond to the written appeal. The County Board of Commissioners shall not issue more than 1 notice of extension for a particular written appeal.

If the County Board of Commissioners fails to respond to a written appeal, or if the County Board of Commissioners upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing a civil action in Circuit Court.

Whether or not a requestor submitted an appeal of a denial to the County Board, he or she may file a civil action in Ingham County Circuit Court within 180 days after the County's final determination to deny the request.

If a court that determines a public record is not exempt from disclosure, it shall order the County to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. Failure to comply with an order of the court may be punished as contempt of court.

If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in such an action, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or County prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements.

If the court determines that the County has arbitrarily and capriciously violated this act by refusal or delay in disclosing or providing copies of a public record, the court shall order the County to pay a civil fine of \$1,000.00, which shall be deposited into the general fund of the state treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000.00 to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

Section 9: Appeal of an Excessive FOIA Processing Fee

"Fee" means the total fee or any component of the total fee calculated under section 4 of the FOIA, including any deposit.

If a requestor believes that the fee charged by the County to process a FOIA request exceeds the amount permitted by state law or under this policy, he or she must first appeal to the County Board of Commissioners by submitting a written appeal for a fee reduction to the office of the County Board of Commissioners.

The appeal must be in writing, specifically state the word "appeal" and identify how the required fee exceeds the amount permitted. The County FOIA Appeal Form (To Appeal an Excess Fee) may be used.

The County Board of Commissioners is not considered to have received a written appeal until the first regularly scheduled County Board of Commissioners meeting following submission of the written appeal.

Within 10 business days after receiving the appeal, the County Board of Commissioners will respond in writing by:

- Waiving the fee;
- Reducing the fee and issuing a written determination indicating the specific basis that supports the remaining fee;
- Upholding the fee and issuing a written determination indicating the specific basis that supports the required fee; or
- Issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which the County Board of Commissioners will respond to the written appeal. The County Board of Commissioners shall not issue more than 1 notice of extension for a particular written appeal.

Where the County Board of Commissioners reduces or upholds the fee, the determination must include a certification from the County Board of Commissioners that the statements in the determination are accurate and that the reduced fee amount complies with its publicly available procedures and guidelines and Section 4 of the FOIA.

Within 45 days after receiving notice of the County Board's determination of an appeal, the requesting person may commence a civil action in Ingham County Circuit Court for a fee reduction.

If a civil action is commenced against the County for an excess fee, the County is not obligated to complete the processing of the written request for the public record at issue until the court resolves the fee dispute.

An action shall not be filed in circuit court unless *one* of the following applies:

- The County does not provide for appeals of fees,
- The County Board of Commissioners failed to respond to a written appeal as required, or
- The County Board of Commissioners issued a determination to a written appeal.

If a court determines that the County required a fee that exceeds the amount permitted under its publicly available procedures and guidelines or Section 4 of the FOIA, the court shall reduce the fee to a permissible amount. Failure to comply with an order of the court may be punished as contempt of court.

If the requesting person prevails in court by receiving a reduction of 50% or more of the total fee, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages.

If the court determines that the County has arbitrarily and capriciously violated the FOIA by charging an excessive fee, the court shall order the County to pay a civil fine of \$500.00, which shall be deposited in the general fund of the state treasury. The court may also award, in addition to any actual or compensatory damages, punitive damages in the amount of \$500.00 to the person seeking the fee reduction. The fine and any damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

Section 10: Conflict with Prior FOIA Policies and Procedures; Effective Date

To the extent that these Procedures and Guidelines conflict with previous FOIA policies promulgated by County Board of Commissioners or the County Administration these Procedures and Guidelines are controlling. To the extent that any administrative rule promulgated by the FOIA Coordinator subsequent to the adoption of this resolution is found to be in conflict with any previous policy promulgated by the County Board of Commissioners or the County Administration, the administrative rule promulgated by the FOIA Coordinator is controlling.

To the extent that any provision of these Procedures and Guidelines or any administrative rule promulgated by the FOIA Coordinator pertaining to the release of public records is found to be in conflict with any State statute, the applicable statute shall control. The FOIA Coordinator is authorized to modify this policy and all previous policies adopted by the County Board of Commissioners or the County Administration, and to adopt such administrative rules as he or she may deem necessary, to facilitate the legal review and processing of requests for public records made pursuant to Michigan's FOIA statute, provided that such modifications and rules are consistent with State law. The FOIA Coordinator shall inform the County Board of Commissioners of any change these Policies and Guidelines.

These FOIA Policies and Guidelines become effective July 1, 2015.

Section 11: Appendix of Ingham County FOIA Forms

- Request for Public Records Form
- Notice to Extend Response Time Form
- Notice of Denial Form
- Detailed Cost Itemization Form
- Appeal of Denial of Records Form
- Appeal of Excess Fee Form

Records Located on Website

If the County directly or indirectly administers or maintains an official internet presence, any public records available to the general public on that internet site at the time the request is made are exempt from any labor charges to redact (*separate exempt information from non-exempt information*).

If the FOIA coordinator knows or has reason to know that all or a portion of the requested information is available on its website, the County must notify the Requestor in its written response that all or a portion of the requested information is available on its website. The written response, to the degree practicable in the specific instance, must include a specific webpage address where the requested information is available. On the detailed cost itemization form, the County must separate the requested public records that are available on its website from those that are not available on the website and must inform the requestor of the additional charge to receive copies of the public records that are available on its website.

If the County has included the website address for a record in its written response to the Requestor and the Requestor thereafter stipulates that the public record be provided to him or her in a paper format or other form, including digital media, the County must provide the public records in the specified format (if the County has the technological capability) but may use a fringe benefit multiplier greater than the 50%, not to exceed the actual costs of providing the information in the specified format.

Request for Copies/Duplication of Records on County Website

I hereby stipulate that, even if some or all of the records are located on the County website, I am requesting that the County make copies of those records on the website and deliver them to me in the format I have requested above. I understand that some FOIA fees may apply.

Requestor's Signature

Date

Overtime Labor Costs

Overtime wages shall not be included in the calculation of labor costs unless overtime is specifically stipulated by the requestor and clearly noted on the detailed cost itemization form.

Consent to Overtime Labor Costs

I hereby agree and stipulate to the County using overtime wages in calculating the following labor costs as itemized in the following categories:

- 1. Labor to copy/duplicate 2. Labor to locate 3a. Labor to redact 3b. Contract labor to redact
- 6b. Labor to copy/duplicate records already on County's website

Requestor's Signature

Date

Request for Discount: Indigence

A public record search **must** be made and a copy of a public record **must** be furnished **without charge for the first \$20.00 of the fee** for each request by an individual who is entitled to information under this act and who:

- 1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, **OR**
- 2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.

If a Requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if **ANY** of the following apply:

- (i) The individual has previously received discounted copies of public records from the same public body twice during that calendar year,
- (ii) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.

Office Use: Affidavit Received Eligible for Discount Ineligible for Discount

I am submitting an affidavit and requesting that I receive the discount for indigence for this FOIA request:

Date:

Requestor's Signature:

Request for Discount: Nonprofit Organization

A public record search **must** be made and a copy of a public record **must** be furnished **without charge for the first \$20.00 of the fee** for each request by a nonprofit organization formally designated by the state to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the Protection and Advocacy for Individuals with Mental Illness Act, if the request meets **ALL** of the following requirements:

- (i) Is made directly on behalf of the organization or its clients.
- (ii) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931.
- (iii) Is accompanied by documentation of its designation by the state, if requested by the County.

Office Use: Documentation of State Designation Received Eligible for Discount Ineligible for Discount

I stipulate that I am a designated agent for the nonprofit organization making this FOIA request and that this request is made directly on behalf of the organization or its clients and is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931:

Date:

Requestor's Signature:

(Form created by MTA, MAMA and CS&T, PC, May 2015)

FREEDOM OF INFORMATION ACT (EXCERPT)

Act 442 of 1976

15.240.amended Options by requesting person; appeal; actions by public body; receipt of written appeal; judicial review; civil action; venue; de novo proceeding; burden of proof; private view of public record; contempt; assignment of action or appeal for hearing, trial, or argument; attorneys' fees, costs, and disbursements; assessment of award; damages.

Sec. 10.

(1) If a public body makes a final determination to deny all or a portion of a request, the requesting person may do 1 of the following at his or her option:

(a) Submit to the head of the public body a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the denial.

(b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, the court of claims, to compel the public body's disclosure of the public records within 180 days after a public body's final determination to deny a request.

(2) Within 10 business days after receiving a written appeal pursuant to subsection (1)(a), the head of a public body shall do 1 of the following:

(a) Reverse the disclosure denial.

(b) Issue a written notice to the requesting person upholding the disclosure denial.

(c) Reverse the disclosure denial in part and issue a written notice to the requesting person upholding the disclosure denial in part.

(d) Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the head of the public body shall respond to the written appeal. The head of a public body shall not issue more than 1 notice of extension for a particular written appeal.

(3) A board or commission that is the head of a public body is not considered to have received a written appeal under subsection (2) until the first regularly scheduled meeting of that board or commission following submission of the written appeal under subsection (1)(a). If the head of the public body fails to respond to a written appeal pursuant to subsection (2), or if the head of the public body upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing a civil action under subsection (1)(b).

(4) In an action commenced under subsection (1)(b), a court that determines a public record is not exempt from disclosure shall order the public body to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. Venue for an action against a local public body is proper in the circuit court for the county in which the public record or an office of the public body is located has venue over the action. The court shall determine the matter de novo and the burden is on the public body to sustain its denial. The court, on its own motion, may view the public record in controversy in private before reaching a decision. Failure to comply with an order of the court may be punished as contempt of court.

(5) An action commenced under this section and an appeal from an action commenced under this section shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.

(6) If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in an action commenced under this section, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or public body prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).

(7) If the court determines in an action commenced under this section that the public body has arbitrarily and capriciously violated this act by refusal or delay in disclosing or providing copies of a public record, the court shall order the public body to pay a civil fine of \$1,000.00, which shall be deposited into the general fund of the state treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000.00 to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

History: 1976, Act 442, Eff. Apr. 13, 1977 ;-- Am. 1978, Act 329, Imd. Eff. July 11, 1978 ;-- Am. 1996, Act 553, Eff. Mar. 31, 1997 ;-- Am. 2014, Act 563, Eff. July 1, 2015

County: Keep original and provide copy of both sides, along with Public Summary, to Requestor at no charge.



Ingham County
P.O. Box 319, Mason, MI 48854
Phone: 517-676-7200

Denial Appeal Form

FOIA Appeal Form—To Appeal a Denial of Records

Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, *et seq.*

Request No.: _____ Date Received: _____ Check if received via: Email Fax Other Electronic Method
Date of This Notice: _____ Date delivered to junk/spam folder: _____
(Please Print or Type) Date discovered in junk/spam folder: _____

| | |
|-------------------|-----------|
| Name | Phone |
| Firm/Organization | Fax |
| Street | Email |
| City | State Zip |

Request for: Copy Certified copy Record inspection Subscription to record issued on regular basis
Delivery Method: Will pick up Will make own copies onsite Mail to address above Email to address above
Deliver on digital media provided by the County: _____

Record(s) You Requested: (Listed here or see attached copy of original request) _____

Reason(s) for Appeal:

The appeal must identify the reason(s) for the denial. You may use this form or attach additional sheets:

Requestor's Signature: _____ Date: _____

County Response:

The County must provide a response within 10 business days after receiving this appeal, including a determination or taking one 10-day extension.

County Extension: We are extending the date to respond to your FOIA fee appeal for no more than 10 business days, until _____
(month, day, year). Only one extension may be taken per FOIA appeal.

Unusual circumstances warranting extension: _____

If you have any questions regarding this extension, contact: _____

County Determination:

Denial Reversed Denial Upheld Denial Reversed in Part and Upheld in Part

The following previously denied records will be released: _____

Notice of Requestor's Right to Seek Judicial Review

You are entitled under Section 10 of the Michigan Freedom of Information Act, MCL 15.240, to appeal this denial to the County Board of Commissioners or to commence an action in the Circuit Court to compel disclosure of the requested records if you believe they were wrongfully withheld from disclosure. If, after judicial review, the Court determines that the County has not complied with MCL 15.235 in making this denial and orders disclosure of all or a portion of a public record, you have the right to receive attorneys' fees and damages as provided in MCL 15.240. (See back of this form for additional information on your rights.)

Signature of FOIA Coordinator: _____ Date: _____

FREEDOM OF INFORMATION ACT (EXCERPT)

Act 442 of 1976

15.240.amended Options by requesting person; appeal; actions by public body; receipt of written appeal; judicial review; civil action; venue; de novo proceeding; burden of proof; private view of public record; contempt; assignment of action or appeal for hearing, trial, or argument; attorneys' fees, costs, and disbursements; assessment of award; damages.

Sec. 10.

(1) If a public body makes a final determination to deny all or a portion of a request, the requesting person may do 1 of the following at his or her option:

(a) Submit to the head of the public body a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the denial.

(b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, the court of claims, to compel the public body's disclosure of the public records within 180 days after a public body's final determination to deny a request.

(2) Within 10 business days after receiving a written appeal pursuant to subsection (1)(a), the head of a public body shall do 1 of the following:

(a) Reverse the disclosure denial.

(b) Issue a written notice to the requesting person upholding the disclosure denial.

(c) Reverse the disclosure denial in part and issue a written notice to the requesting person upholding the disclosure denial in part.

(d) Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the head of the public body shall respond to the written appeal. The head of a public body shall not issue more than 1 notice of extension for a particular written appeal.

(3) A board or commission that is the head of a public body is not considered to have received a written appeal under subsection (2) until the first regularly scheduled meeting of that board or commission following submission of the written appeal under subsection (1)(a). If the head of the public body fails to respond to a written appeal pursuant to subsection (2), or if the head of the public body upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing a civil action under subsection (1)(b).

(4) In an action commenced under subsection (1)(b), a court that determines a public record is not exempt from disclosure shall order the public body to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. Venue for an action against a local public body is proper in the circuit court for the county in which the public record or an office of the public body is located has venue over the action. The court shall determine the matter de novo and the burden is on the public body to sustain its denial. The court, on its own motion, may view the public record in controversy in private before reaching a decision. Failure to comply with an order of the court may be punished as contempt of court.

(5) An action commenced under this section and an appeal from an action commenced under this section shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.

(6) If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in an action commenced under this section, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or public body prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).

(7) If the court determines in an action commenced under this section that the public body has arbitrarily and capriciously violated this act by refusal or delay in disclosing or providing copies of a public record, the court shall order the public body to pay a civil fine of \$1,000.00, which shall be deposited into the general fund of the state treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000.00 to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

History: 1976, Act 442, Eff. Apr. 13, 1977 ;-- Am. 1978, Act 329, Imd. Eff. July 11, 1978 ;-- Am. 1996, Act 553, Eff. Mar. 31, 1997 ;-- Am. 2014, Act 563, Eff. July 1, 2015.

County: Keep original and provide copy of both sides, along with Public Summary, to Requestor at no charge.



Ingham County
P.O. Box 319, Mason, MI 48854
Phone: 517-676-7200

Fee Appeal Form

FOIA Appeal Form—To Appeal an Excess Fee
Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, *et seq.*

Request No.: _____ **Date Received:** _____ **Check if received via:** Email Fax Other Electronic Method
Date of This Notice: _____ **Date delivered to junk/spam folder:** _____
(Please Print or Type) **Date discovered in junk/spam folder:** _____

| | |
|-------------------|----------------|
| Name | Phone |
| Firm/Organization | Fax |
| Street | Email |
| City | State Zip |

Request for: Copy Certified copy Record inspection Subscription to record issued on regular basis
Delivery Method: Will pick up Will make own copies onsite Mail to address above Email to address above
Deliver on digital media provided by the County: _____

Record(s) You Requested: *(Listed here or see attached copy of original request)* _____

Reason(s) for Appeal:

The appeal must specifically identify how the required fee(s) exceed the amount permitted. You may use this form or attach additional sheets:

Requestor's Signature: _____ **Date:** _____

County Response:

The County must provide a response within 10 business days after receiving this appeal, including a determination or taking one 10-day extension.

County Extension: We are extending the date to respond to your FOIA fee appeal for no more than 10 business days, until _____
(month, day, year). Only one extension may be taken per FOIA appeal.

Unusual circumstances warranting extension: _____

If you have any questions regarding this extension, contact: _____

County Determination: Fee Waived Fee Reduced Fee Upheld

Written basis for County determination: _____

Notice of Requestor's Right to Seek Judicial Review

You are entitled under Section 10a of the Michigan Freedom of Information Act, MCL 15.240a, to appeal a FOIA fee that you believe exceeds the amount permitted under the County's written Procedures and Guidelines to the County Board of Commissioners or to commence an action in the Circuit Court for a fee reduction within 45 days after receiving the notice of the required fee or a determination of an appeal to the County Board of Commissioners. If a civil action is commenced in court, the County is not obligated to compete processing the request until the Court resolves the fee dispute. If the Court determines that the County required a fee that exceeded the permitted amount, the Court shall reduce the fee to a permissible amount. *(See back of this form for additional information on your rights.)*

Signature of FOIA Coordinator: _____ **Date:** _____

FREEDOM OF INFORMATION ACT (EXCERPT)
Act 442 of 1976

15.240a.added Fee in excess of amount permitted under procedures and guidelines or MCL 15.234.

Sec. 10a.

(1) If a public body requires a fee that exceeds the amount permitted under its publicly available procedures and guidelines or section 4, the requesting person may do any of the following:

(a) If the public body provides for fee appeals to the head of the public body in its publicly available procedures and guidelines, submit to the head of the public body a written appeal for a fee reduction that specifically states the word "appeal" and identifies how the required fee exceeds the amount permitted under the public body's available procedures and guidelines or section 4.

(b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, in the court of claims, for a fee reduction. The action must be filed within 45 days after receiving the notice of the required fee or a determination of an appeal to the head of a public body. If a civil action is commenced against the public body under this subdivision, the public body is not obligated to complete the processing of the written request for the public record at issue until the court resolves the fee dispute. An action shall not be filed under this subdivision unless 1 of the following applies:

(i) The public body does not provide for appeals under subdivision (a).

(ii) The head of the public body failed to respond to a written appeal as required under subsection (2).

(iii) The head of the public body issued a determination to a written appeal as required under subsection (2).

(2) Within 10 business days after receiving a written appeal under subsection (1)(a), the head of a public body shall do 1 of the following:

(a) Waive the fee.

(b) Reduce the fee and issue a written determination to the requesting person indicating the specific basis under section 4 that supports the remaining fee. The determination shall include a certification from the head of the public body that the statements in the determination are accurate and that the reduced fee amount complies with its publicly available procedures and guidelines and section 4.

(c) Uphold the fee and issue a written determination to the requesting person indicating the specific basis under section 4 that supports the required fee. The determination shall include a certification from the head of the public body that the statements in the determination are accurate and that the fee amount complies with the public body's publicly available procedures and guidelines and section 4.

(d) Issue a notice extending for not more than 10 business days the period during which the head of the public body must respond to the written appeal. The notice of extension shall include a detailed reason or reasons why the extension is necessary. The head of a public body shall not issue more than 1 notice of extension for a particular written appeal.

(3) A board or commission that is the head of a public body is not considered to have received a written appeal under subsection (2) until the first regularly scheduled meeting of that board or commission following submission of the written appeal under subsection (1)(a).

(4) In an action commenced under subsection (1)(b), a court that determines the public body required a fee that exceeds the amount permitted under its publicly available procedures and guidelines or section 4 shall reduce the fee to a permissible amount. Venue for an action against a local public body is proper in the circuit court for the county in which the public record or an office of the public body is located. The court shall determine the matter de novo, and the burden is on the public body to establish that the required fee complies with its publicly available procedures and guidelines and section 4. Failure to comply with an order of the court may be punished as contempt of court.

(5) An action commenced under this section and an appeal from an action commenced under this section shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.

(6) If the requesting person prevails in an action commenced under this section by receiving a reduction of 50% or more of the total fee, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).

(7) If the court determines in an action commenced under this section that the public body has arbitrarily and capriciously violated this act by charging an excessive fee, the court shall order the public body to pay a civil fine of \$500.00, which shall be deposited in the general fund of the state treasury. The court may also award, in addition to any actual or compensatory damages, punitive damages in the amount of \$500.00 to the person seeking the fee reduction. The fine and any damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

(8) As used in this section, "fee" means the total fee or any component of the total fee calculated under section 4, including any deposit.

History: Add. 2014, Act 563, Eff. July 1, 2015

County: Keep original and provide copies of both sides of each sheet, along with Public Summary, to Requestor at no charge.



Ingham County
P.O. Box 319, Mason MI 48854
Phone: 517-676-7200

Detailed Cost
Itemization

Freedom of Information Act Request Detailed Cost Itemization

Date: _____ Prepared for Request No.: _____ Date Request Received: _____

The following costs are being charged / estimated in compliance with Section 4 of the Michigan Freedom of Information Act, MCL 15.234, according to the County's FOIA Policies and Guidelines. If the County is seeking a 50% deposit prior to providing the public records sought, the estimate is itemized on this form, lines 1-5 below.

If all or a portion of the requested information is available on the County's website, the County is required to tell you it is available on the website and, where practicable, include a specific webpage address where the information is available. In this case

- None
- Some
- All

of the requested material can be found at the following webpage(s):

If the webpage is all the information you need, it is provided without charge. If, however, you still wish to receive a copy of material from the webpage, please let us know. The FOIA charges will apply if the County is required to produce copies of material from the webpage.

Requestor has stipulated that some / all of the requested records that are already available on the County's website but requests they be provided in a paper or non-paper physical digital medium and acknowledges that providing the records in that format shall be subject to the County's normal charges outlined below.

1. Labor Cost to Locate:

This is the cost of labor directly associated with the necessary searching for, locating, and examining public records in conjunction with receiving and fulfilling a granted written request. **This fee is being charged because failure to do so will result in unreasonably high costs to the County because of the nature of the request in this particular instance, specifically:** _____

The County will not charge more than the hourly wage of its lowest-paid employee capable of searching for, locating, and examining the public records in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in **15-minute time increments**; all partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Wage Charged: \$ _____

Charge per ¼ hour: \$ _____

OR

Hourly Wage with Fringe Benefit Cost: \$ _____

Multiply the hourly wage by the percentage multiplier: _____ %
(up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate.

Charge per ¼ hour: \$ _____

[For records already available on the County's website that Requestor has requested in a paper or non-paper digital medium, greater than the 50% limitation, not to exceed the actual costs may be used to calculate Fringe Benefit Costs to be added to the hourly wage].

Overtime rate charged as stipulated by Requestor (overtime is not used to calculate the fringe benefit cost)

To figure the number of increments, take the number of minutes: _____, divide by 15-minute increments, and round down. Enter below:

Number of increments

x _____ =

1. Labor Cost

\$ _____

2. Labor Cost for Copying / Duplication

This is the cost of labor directly associated with duplication of publication, including making paper copies, making digital copies, or transferring digital public records to be given to the requestor on non-paper physical media or through the Internet or other electronic means as stipulated by the requestor.

This shall not be more than the hourly wage of the County's lowest-paid employee capable of necessary duplication or publication in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in **15-minute time increments as set by the County Board of Commissioners** (for example: 15-minutes or more); all partial time increments must be rounded down. *If the number of minutes is less than one increment, there is no charge.*

Hourly Wage Charged: \$ _____

Charge per ¼ hour: \$ _____

OR

Hourly Wage with Fringe Benefit Cost: \$ _____

Multiply the hourly wage by the percentage multiplier: _____ %
(up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate.

Charge per ¼ hour: \$ _____

[For records already available on the County's website that Requestor has requested in a paper or non-paper digital medium, greater than the 50% limitation, not to exceed the actual costs may be used to calculate Fringe Benefit Costs to be added to the hourly wage].

Overtime rate charged as stipulated by Requestor (overtime is not used to calculate the fringe benefit cost)

To figure the number of increments, take the number of minutes: _____, divide by 15-minute increments, and round down. Enter below:

Number of increments

x _____ =

2. Labor Cost

\$ _____

3a. Employee Labor Cost for Separating Exempt from Non-Exempt (Redacting):

(Fill this out if using a County employee. If contracted, use No. 3b instead).

The County will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

This fee is being charged because failure to do so will result in unreasonably high costs to the County that are excessive and beyond the normal or usual amount for those services compared to the County's usual FOIA requests, because of the nature of the request in this particular instance, specifically: _____

This is the cost of labor of a **County employee**, including necessary review, directly associated with separating and deleting exempt from nonexempt information. This shall not be more than the hourly wage of the **County's lowest-paid employee** capable of separating and deleting exempt from nonexempt information in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged **15-minute time increments**; all partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Wage Charged: \$ _____

Charge per ¼ hour: \$ _____

OR

Hourly Wage with Fringe Benefit Cost: \$ _____

Multiply the hourly wage by the percentage multiplier: _____%

(up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate.

Charge per ¼ hour: \$ _____

[For records already available on the County's website that Requestor has requested in a paper or non-paper digital medium, greater than the 50% limitation, not to exceed the actual costs may be used to calculate Fringe Benefit Costs to be added to the hourly wage].

Overtime rate charged as stipulated by Requestor *(overtime is not used to calculate the fringe benefit cost)*

To figure the number of increments, take the *number of minutes*: _____, divide by *15-minute increments, and round down.*
Enter below:

Number of increments

x _____ =

3a. Labor Cost

\$ _____

3b. Contracted Labor Cost for Separating Exempt from Non-Exempt (Redacting):

(Fill this out if using a contractor, such as the attorney. If using in-house employee, use No. 3a instead.)

The County will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

This fee is being charged because failure to do so will result in unreasonably high costs to the County that are excessive and beyond the normal or usual amount for those services compared to the County's usual FOIA requests, because of the nature of the request in this particular instance, specifically: _____

As this County does not employ a person capable of separating exempt from non-exempt information in this particular instance, as determined by the FOIA Coordinator, this is the cost of labor of a contractor (i.e.: outside attorney), including necessary review, directly associated with separating and deleting exempt information from nonexempt information. This shall not exceed an amount equal to 6 times the state minimum hourly wage rate of _____ (currently \$8.15).

Name of contracted person or firm: _____

These costs will be estimated and charged in 15-minute time increments (*must be 15-minutes or more*); all partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Cost Charged: \$ _____

Charge per increment: \$ _____

To figure the number of increments, take the number of minutes: _____, divide by 15 -minute increments, and round down to: _____ increments. Enter below:

Number of increments

x _____ =

3b. Labor Cost

\$ _____

4. Copying / Duplication Cost:

Copying costs may be charged if a copy of a public record is requested, or for the necessary copying of a record for inspection (*for example, to allow for blacking out exempt information, to protect old or delicate original records, or because the original record is a digital file or database not available for public inspection*).

No more than the actual cost of a sheet of paper, up to maximum 10 cents per sheet for:

- Letter (8 ½ x 11-inch, single and double-sided): _____ cents per sheet
- Legal (8 ½ x 14-inch, single and double-sided): _____ cents per sheet

No more than the actual cost of a sheet of paper for other paper sizes:

- Other paper sizes (single and double-sided): _____ cents / dollars per sheet

Actual and most reasonably economical cost of non-paper physical digital media:

- *Circle applicable:* Disc / Tape / Drive / Other Digital Medium Cost per Item: _____

The cost of paper copies **must** be calculated as a total cost per sheet of paper. The fee **cannot exceed 10 cents per sheet** of paper for copies of public records made on 8-1/2- by 11-inch paper or 8-1/2- by 14-inch paper. The County must utilize the most economical means available for making copies of public records, including using double-sided printing, if cost saving and available.

Number of Sheets:

x _____ =

x _____ =

x _____ =

No. of Items:

x _____ =

Costs:

\$ _____

\$ _____

\$ _____

\$ _____

4. Total Copy Cost

\$ _____

5. Mailing Cost:

The County will charge the actual cost of mailing, if any, for sending records in a reasonably economical and justifiable manner. Delivery confirmation is not required.

- The County *may* charge for the least expensive form of postal delivery confirmation.
- The County *cannot* charge more for expedited shipping or insurance unless specifically requested by the requestor.*

Actual Cost of Envelope or Packaging: \$ _____

Actual Cost of Postage: \$ _____ per stamp

\$ _____ per pound

\$ _____ per package

Actual Cost (least expensive) Postal Delivery Confirmation: \$ _____

*Expedited Shipping or Insurance as Requested: \$ _____

* Requestor has requested expedited shipping or insurance

Number of Envelopes or Packages:

x _____ = \$ _____

x _____ = \$ _____

x _____ = \$ _____

x _____ = \$ _____

x _____ = \$ _____

x _____ = \$ _____

Costs:

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

5. Total Mailing Cost

\$ _____

Subtotal Fees Before Waivers, Discounts or Deposits:

Estimated Time Frame to Provide Records:

_____ (days or date)

The time frame estimate is nonbinding upon the County, but the County is providing the estimate in good faith. Providing an estimated time frame does not relieve the County from any of the other requirements of this act.

Cost estimate Bill

- 1. Labor Cost to Locate: \$ _____
- 2. Labor Cost for Copying: \$ _____
- 3a. Labor Cost to Redact: \$ _____
- 3b. Contract Labor Cost to Redact: \$ _____
- 4. Copying/Duplication Cost: \$ _____
- 5. Mailing Cost: \$ _____

Subtotal Fees: \$ _____

Waiver: Public Interest

A search for a public record may be conducted or copies of public records may be furnished without charge or at a reduced charge if the County determines that a waiver or reduction of the fee is in the public interest because searching for or furnishing copies of the public record can be considered as primarily benefiting the general public.

All fees are waived OR All fees are reduced by: _____%

Subtotal Fees After Waiver:

\$ _____

| | | |
|--|---|--|
| <p>Discount: <u>Indigence</u> A public record search must be made and a copy of a public record must be furnished without charge for the first \$20.00 of the fee for each request by an individual who is entitled to information under this act and who:</p> <p>1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, OR</p> <p>2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.</p> <p>If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if ANY of the following apply:</p> <p>(i) The individual has previously received discounted copies of public records from the same public body twice during that calendar year, OR</p> <p>(ii) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.</p> <p style="text-align: right;"><input type="checkbox"/> Eligible for Indigence Discount</p> | <p style="text-align: right;">Subtotal Fees After Discount (subtract \$20):</p> | <p style="text-align: right;">\$ _____</p> |
| <p>Discount: <u>Nonprofit Organization</u> A public record search must be made and a copy of a public record must be furnished without charge for the first \$20.00 of the fee for each request by a nonprofit organization formally designated by the state to carry out activities under subtitle C of the federal Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the federal Protection and Advocacy for Individuals with Mental Illness Act, if the request meets ALL of the following requirements:</p> <p>(i) Is made directly on behalf of the organization or its clients.</p> <p>(ii) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Michigan Mental Health Code, 1974 PA 258, MCL 330.1931.</p> <p>(iii) Is accompanied by documentation of its designation by the state, if requested by the County.</p> <p style="text-align: right;"><input type="checkbox"/> Eligible for Nonprofit Discount</p> | <p style="text-align: right;">Subtotal Fees After Discount (subtract \$20):</p> | <p style="text-align: right;">\$ _____</p> |
| <p>Deposit: <u>Good Faith</u> The County may require a good-faith deposit <u>before providing the public records to the Requestor</u> if the entire fee estimate or charge authorized under this section exceeds \$50.00, based on a good-faith calculation of the total fee. The deposit cannot exceed 1/2 of the total estimated fee. Percent of Deposit: _____%</p> | <p style="text-align: right;">Date Paid: _____</p> | <p style="text-align: right;">Deposit Amount Required: \$ _____</p> |

| | | |
|--|--|--|
| <p>Deposit: Increased Deposit Due to Previous FOIA Fees Not Paid In Full</p> <p>After the County has granted and fulfilled a written request from an individual under this Act, if the County has not been paid in full the total amount of fees for the copies of public records that the County made available to the individual as a result of that written request, the County may require an increased estimated fee deposit of up to 100% of the estimated fee before it begins a full public record search for any subsequent written request from that individual if ALL of the following apply:</p> <p>(a) The final fee for the prior written request was not more than 105% of the estimated fee. (b) The public records made available contained the information being sought in the prior written request and are still in the County's possession. (c) The public records were made available to the individual, subject to payment, within the best effort estimated time frame given for the previous request. (d) Ninety (90) days have passed since the County notified the individual in writing that the public records were available for pickup or mailing. (e) The individual is unable to show proof of prior payment to the County. (f) The County calculates a detailed itemization, as required under MCL 15.234, that is the basis for the current written request's increased estimated fee deposit.</p> <p>The County can no longer require an increased estimated fee deposit from an individual if ANY of the following apply:</p> <p>(a) The individual is able to show proof of prior payment in full to the County, OR (b) The County is subsequently paid in full for the applicable prior written request, OR (c) Three hundred sixty-five (365) days have passed since the individual made the written request for which full payment was not remitted to the County.</p> | <p>Date Paid: _____</p> | <p>Percent Deposit Required: _____ %</p> <p>Deposit Required: \$ _____</p> |
| <p>14. Late Response Labor Costs Reduction</p> <p>If the County does not respond to a written request in a timely manner as required under MCL 15.235(2), the County must do the following:</p> <p>(a) Reduce the charges for labor costs otherwise permitted by 5% for each day the County exceeds the time permitted for a response to the request, with a maximum 50% reduction.</p> | <p>Number of Days Over Required Response Time: _____</p> <p>Multiply by 5%</p> <p>= Total Percent Reduction: _____</p> | <p>Total Labor Costs \$ _____</p> <p>Minus Reduction \$ _____</p> <p>= Reduced Total Labor Costs \$ _____</p> |
| <p>15. Balance Due (Deduct amount on Line 14 from amount on Line 13c)</p> | <p>Date Paid _____</p> | <p>Total Balance Due: \$ _____</p> |
| <p>The Public Summary of the County's FOIA Procedures and Guidelines is available free of charge from: Website: www.ingham.org Email: bbennett@ingham.org Phone: (517) 676-7200 Address: P.O. Box 319, Mason, MI 48854</p> <p>Request Will Be Processed, But <u>Balance Must Be Paid Before</u> Copies May Be Picked Up, Delivered or Mailed</p> | | |



Ingham County

Public Summary of FOIA Procedures and Guidelines

It is the public policy of this state that all persons (except those persons incarcerated in state or local correctional facilities) are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and public employees.

The people shall be informed so that they may fully participate in the democratic process.

Consistent with the Michigan Freedom of Information Act (FOIA), Public Act 442 of 1976, the following is the Written Public Summary of the County's FOIA Procedures and Guidelines relevant to the general public.

This is only a summary of the County's FOIA Procedures and Guidelines. For more details and information, copies of the County's FOIA Procedures and Guidelines are available at no charge at any County office and on the County's website: www.Ingham.org.

1. How do I submit a FOIA request to the County?

- A request must sufficiently describe a public record so as to enable the County to find it.
- Please include the words "FOIA" or "FOIA Request" in the request to assist the County in providing a prompt response.
- Requests to inspect or obtain copies of public records prepared, owned, used, possessed or retained by the County may be submitted on the County's FOIA Request Form, in any other form of writing (letter, fax, email, etc.).
 - No specific form to submit a written request is required. However a FOIA Request Form and other FOIA-related forms are available for your use and convenience on the County's website at www.Ingham.org, and at the County Board of Commissioners' Office ("County BOC Office"), Ingham County Courthouse, Mason, MI 48854.
- Written requests may be delivered to the County BOC Office in person or by mail: Attn: Becky Bennett, FOIA Coordinator, P.O. Box 319 , Mason, MI 48854
- Requests may be faxed to: (517) 676-7264. To ensure a prompt response, faxed requests should contain the term "FOIA" or "FOIA Request" on the first/cover page.
- Requests may be emailed to: bbennett@ingham.org. To ensure a prompt response, email requests should contain the term "FOIA" or "FOIA Request" in the subject line.

2. What kind of response can I expect to my request?

- Within 5 business days after receiving a FOIA request the County will issue a response. If a request is received by fax or email, the request is deemed to have been received on the following business day. The County will respond to your request in one of the following ways:
 - Grant the request,

- Issue a written notice denying the request,
 - Grant the request in part and issue a written notice denying in part the request,
 - Issue a notice indicating that due to the nature of the request the County needs an additional 10 business days to respond, or
 - Issue a written notice indicating that the public record requested is available at no charge on the County's website
- If the request is granted, or granted in part, the County will ask that payment be made for the allowable fees associated with responding to the request before the public record is made available.
 - If the cost of processing the request is expected to exceed \$50, or if you have not paid for a previously granted request, the County will require a deposit before processing the request.

3. What are the County's deposit requirements?

- If the County has made a good faith calculation that the total fee for processing the request will exceed \$50.00, the County will require that you provide a deposit in the amount of 50% of the total estimated fee. When the County requests the deposit, it will provide you a non-binding best efforts estimate of how long it will take to process the request after you have paid your deposit.
- If the County receives a request from a person who has not paid the County for copies of public records made in fulfillment of a previously granted written request, the County will require a deposit of 100% of the estimated processing fee before it begins to search for the public record for any subsequent written request when **all** of the following conditions exist:
 - The final fee for the prior written request is not more than 105% of the estimated fee;
 - The public records made available contained the information sought in the prior written request and remain in the County's possession;
 - The public records were made available to the individual, subject to payment, within the best effort time frame estimated by the County to provide the records;
 - Ninety (90) days have passed since the County notified the individual in writing that the public records were available for pickup or mailing;
 - The individual is unable to show proof of prior payment to the County; and
 - The County has calculated an estimated detailed itemization that is the basis for the current written request's increased fee deposit.
- The County will not require the 100% estimated fee deposit if any of the following apply:
 - The person making the request is able to show proof of prior payment in full to the County;
 - The County is subsequently paid in full for all applicable prior written requests; or
 - Three hundred sixty-five (365) days have passed since the person made the request for which full payment was not remitted to the County.

4. How does the County calculate FOIA processing fees?

The Michigan FOIA statute permits the County to charge for the following costs associated with processing a request:

- Labor costs associated with copying or duplication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
- Labor costs associated with searching for, locating and examining a requested public record, when failure to charge a fee will result in unreasonably high costs to the County.

- Labor costs associated with a review of a record to separate and delete information exempt from disclosure, when failure to charge a fee will result in unreasonably high costs to the County.
- The cost of copying or duplication, not including labor, of paper copies of public records. This may include the cost for copies of records already on the County's website if you ask for the County to make copies.
- The cost of computer discs, computer tapes or other digital or similar media when the requester asks for records in non-paper physical media. This may include the cost for copies of records already on the County's website if you ask for the County to make copies.
- The cost to mail or send a public record to a requestor.

Labor Costs

- All labor costs will be estimated and charged in 15-minute increments, with all partial time increments rounded down. If the time involved is less than 15 minutes, there will be no charge.
- Labor costs will be charged at the hourly wage of the lowest-paid County employee capable of doing the work in the specific fee category, regardless of who actually performs work.
- Labor costs will also include a charge to cover or partially cover the cost of fringe benefits. County may add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits, but in no case may it exceed the actual cost of fringe benefits.
- Overtime wages will not be included in labor costs unless agreed to by the requestor; overtime costs will not be used to calculate the fringe benefit cost.
- Contracted labor costs will be charged at the hourly rate of \$48.90 (6 times the state minimum hourly wage)

A labor cost will not be charged for the search, examination, review and the deletion and separation of exempt from nonexempt information unless failure to charge a fee would result in unreasonably high costs to the County. Costs are unreasonably high when they are excessive and beyond the normal or usual amount for those services compared to the County's usual FOIA requests, because of the nature of the request in the particular instance. The County must specifically identify the nature of the unreasonably high costs in writing.

Copying and Duplication

The County must use the most economical method for making copies of public records, including using double-sided printing, if cost-saving and available.

Non-paper Copies on Physical Media

- The cost for records provided on non-paper physical media, such as computer discs, computer tapes or other digital or similar media will be at the actual and most reasonably economical cost for the non-paper media.
- This cost will be charged only if the County has the technological capability necessary to provide the public record in the requested non-paper physical media format.

Paper Copies

- Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$.10 per sheet of paper.

- Copies for non-standard sized sheets will paper will reflect the actual cost of reproduction.

Mailing Costs

- The cost to mail public records will use a reasonably economical and justified means.
- The County may charge for the least expensive form of postal delivery confirmation.
- No cost will be made for expedited shipping or insurance unless you request it.

Waiver of Fees

The cost of the search for and copying of a public record may be waived or reduced if in the sole judgment of the FOIA Coordinator a waiver or reduced fee is in the public interest because it can be considered as primarily benefitting the general public. The County Board of Commissioners may identify specific records or types of records it deems should be made available for no charge or at a reduced cost.

5. How do I qualify for an indigence discount on the fee?

The County will discount the first \$20.00 of fees for a request if you submit an affidavit stating that you are:

- Indigent and receiving specific public assistance; or
- If not receiving public assistance, stating facts demonstrating an inability to pay because of indigence.

You are **not** eligible to receive the \$20.00 discount if you:

- Have previously received discounted copies of public records from the County twice during the calendar year; or
- Are requesting information on behalf of other persons who are offering or providing payment to you to make the request.

An affidavit is sworn statement. For your convenience, the County has provided an Affidavit of Indigence for the waiver of FOIA fees on the back of the County FOIA Request Form, which is available on the County's website: www.ingham.org.

6. May a nonprofit organization receive a discount on the fee?

A nonprofit organization advocating for developmentally disabled or mentally ill individuals that is formally designated by the state to carry out activities under subtitle C of the federal developmental disabilities assistance and bill of rights act of 2000, Public Law 106-402, and the protection and advocacy for individuals with mental illness act, Public Law 99-319, may receive a \$20.00 discount if the request meets all of the following requirements in the Act:

- Is made directly on behalf of the organization or its clients.
- Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the mental health code, 1974 PA 258, MCL 330.1931.
- Is accompanied by documentation of its designation by the state, if requested by the public body.

7. How may I challenge the denial of a public record or an excessive fee?

Appeal of a Denial of a Public Record

If you believe that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, you may appeal to the County Board of Commissioners by filing a written appeal of the denial with the office of the County Board of Commissioners.

The appeal must be in writing, specifically state the word “appeal,” and identify the reason or reasons you are seeking a reversal of the denial. You may use the County FOIA Appeal Form (To Appeal a Denial of Records), which is available on the County’s website: www.ingham.org.

The County Board of Commissioners is not considered to have received a written appeal until the first regularly scheduled County Commission meeting following submission of the written appeal. Within 10 business days of receiving the appeal the County Board of Commissioners will respond in writing by:

- Reversing the disclosure denial;
- Upholding the disclosure denial; or
- Reverse the disclosure denial in part and uphold the disclosure denial in part.

Whether or not you submitted an appeal of a denial to the County Board of Commissioners, you may file a civil action in the County Circuit Court within 180 days after the County's final determination to deny your request. If you prevail in the civil action the court will award you reasonable attorneys’ fees, costs and disbursements. If the court determines that the County acted arbitrarily and capriciously in refusing to disclose or provide a public record, the court shall award you damages in the amount of \$1,000.

Appeal of an Excess FOIA Processing Fee

If you believe that the fee charged by the County to process your FOIA request exceeds the amount permitted by state law, you must first appeal to the County Board of Commissioners by filing a written appeal for a fee reduction to the office of the County Board of Commissioners.

The appeal must specifically state the word “appeal” and identify how the required fee exceeds the amount permitted. You may use the County FOIA Appeal Form (To Appeal an Excess Fee), which is available at the County Building and on the County’s website: www.ingham.org.

The County Board of Commissioners is not considered to have received a written appeal until the first regularly scheduled County Commission meeting following submission of the written appeal. Within 10 business days after receiving the appeal, the County Board of Commissioners will respond in writing by:

- Waiving the fee;
- Reducing the fee and issue a written determination indicating the specific basis that supports the remaining fee;
- Upholding the fee and issue a written determination indicating the specific basis that supports the required fee; or
- Issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which the County Board of Commissioners will respond to the written appeal.

Within 45 days after receiving notice of the County Board of Commissioner’s determination of the processing fee appeal, you may commence a civil action in the County Circuit Court for a fee reduction. If you prevail in the civil action by receiving a reduction of 50% or more of the total fee, the court may award all or appropriate amount of reasonable attorneys’ fees, costs and disbursements. If the court determines that the County acted arbitrarily and capriciously by charging an excessive fee, court may also award you punitive damages in the amount of \$500.



Ingham County
Operational Procedures—Freedom of Information Act

I. PURPOSE: These Operational Procedures have been developed to implement the Ingham County FOIA Procedures and Guidelines adopted by the Board of Commissioners.

II. DEFINITIONS:

- A. FOIA:** The Michigan Freedom of Information Act, codified at MCLA 15.321 *et seq.*, as amended.
- B. County FOIA Coordinator:** The County FOIA Coordinator, pursuant to MCL 15.236(1), is the Chairperson of the County Board of Commissioners. As used in this policy, the term “County FOIA Coordinator” shall mean the Chairperson of the County Board of Commissioners, or the Chairperson’s designee under MCL 15.236(3).
- C. Department FOIA Coordinator:** The Department FOIA Coordinator is the person designated by an appointed County Department Head or by a County Elected Officer to coordinate with the County FOIA Coordinator in implementing the County FOIA Procedures and Guidelines and ensuring compliance with the Michigan Freedom of Information Act.
- D. Public Body:** Public Body shall include, but not be limited to, the following:
- 1. Ingham County departments:** Animal Control, Community Corrections, Controller, Economic Development, Equalization Facilities, Farmland & Open Spaces Preservation, Financial Services, Health Department, Housing Commission, Human Resources, Ingham County 911, Ingham County Fair, Innovation & Technology, Jury Administration, Medical Examiner, MSU Extension, Parks Department, Potter Park Zoo, Purchasing, Road Department, and Veterans Affairs.
 - 2. Elected Officers:** Ingham County elected officers including the Board of Commissioners, Clerk, Register of Deeds, Treasurer’s Office, Sheriff’s Office, Prosecuting Attorney’s Office, and Drain Commissioner’s Office.

Exception: County Clerk and Clerk’s employees when acting as clerks of the Courts do not represent a Public Body.

E. Public Record: A writing prepared, owned, used, in the possession of, or retained by a Public Body in the performance of an official function, from the time it is created.

Exception: computer software.

F. Redaction: Editing of a public record by deletion, masking or separation to remove exempt material from non-exempt material.

- G. Requesting Person:** An individual, corporation, Limited Liability Company, partnership, firm, organization, association, governmental entity, or other legal entity.
- H. Writing:** The written word, a photocopy, photograph, map, microfilm, sound, symbol, computer file, e-mail or digitally scanned image.

III. FOIA COORDINATORS:

- A. Designations:** The statutory County FOIA Coordinator, being the Chairperson of the County Board of Commissioners may, pursuant to MCL 15.236(3), designate another individual to act on his or her behalf in accepting and processing requests for the public body's public records, and in approving a denial of requests under FOIA.

Each appointed Department Head, in conjunction with the County Controller, and each elected County Officer, may designate an individual to act as Department FOIA Coordinators.

- B. Responsibilities:** The County FOIA Coordinator and, where applicable, the Department FOIA Coordinators shall be responsible for accepting and processing requests for the Public Body's public records, and shall be responsible for granting or denying public records where appropriate.
 - 1. Training:** The County FOIA Coordinator and Department FOIA Coordinators shall receive training in the application of FOIA and the use of the required form packet, and shall be advised of amendments to FOIA as necessary. The County FOIA Coordinator and Department FOIA Coordinators shall seek the advice of County Corporate Counsel, when questions of legal interpretation arise.
 - 2. Form Packet:** The County FOIA Coordinator and Department FOIA Coordinators shall use the Ingham County FOIA Forms adopted with the Ingham County FOIA Procedures and Guidelines to process and respond to requests.
 - 3. Filed Requests:** The County FOIA Coordinator shall keep all FOIA requests, responses and appeals on file for no less than one (1) year from the date of final response or written decision on appeal, whichever is later.
 - 4. Monitoring:** The County FOIA Coordinator and Department FOIA Coordinators shall ensure that any FOIA requests he/she receive by electronic device or system are monitored and responded to by a responsible person when the County FOIA Coordinator or Department FOIA Coordinators will not have access to said device or system for more than one (1) business day.

IV. PROCEDURES:

- A. Receive Request:** The requesting person shall provide the Public Body with a written request that describes a public record sufficiently to enable the Public Body's FOIA Coordinator to find it. The written request may be transmitted by facsimile, electronic mail or other electronic means, but if it is transmitted by such means, it will be considered received by the Public Body one (1) business day after the transmission is made.

B. Forward Request to FOIA Coordinators: All County officers and employees who receive a FOIA request shall note the date of receipt on the request and forward it within one (1) business day to the County FOIA Coordinator and, where applicable, the Department FOIA Coordinators for the department or agency where the records are kept. If a County officer or employee is unable to determine where to direct the request, it shall be submitted to the County FOIA Coordinator within one (1) business day of receipt. Upon receipt of a FOIA request, the County FOIA Coordinator and any Department FOIA Coordinators receiving a request shall promptly log the request pursuant to the system established by the County FOIA Coordinator for tracking FOIA requests.

If the County FOIA Coordinator receives a FOIA request directly from a Requestor, or from another Department FOIA Coordinator, a digital copy of the request shall be sent to the Department FOIA Coordinator(s) that may possess the requested documents within one (1) business day. If the Department involved does not have an appointed Department FOIA Coordinator, the request will be sent to applicable Department Head(s). When the County receives requests submitted to more than one department involving the same or closely related records, the County FOIA Coordinator shall advise each of the departments involved and assist coordination of handling the request to avoid duplication of efforts and costs, and in assuring that the requests are dealt with in a consistent matter.

C. Review Request: After receiving a request and within sufficient time to ensure compliance with the FOIA response requirements, a Department FOIA Coordinator, or Department Head if there is no Department FOIA Coordinator, shall:

1. Determine if there is an existing public record that satisfies the request.
2. Determine if any requested records, in whole or in part, are available on the County's website.
3. Determine if any requested records, in whole or in part, are subject to denial or exempt from disclosure. A requested record which is subject to denial or exempt from disclosure, in whole or in part, shall not be disclosed unless approved by County Corporate Counsel.

D. Determine if Request Contains Grounds for Denial:

1. A FOIA request shall be denied if the requesting person is serving a sentence of imprisonment in a local, state or federal correctional facility.
2. A FOIA request shall be denied if the requesting person does not describe a public record sufficiently to enable the Public Body to find it.
3. A FOIA request shall be denied if it requires the Public Body to create a new public record or make a compilation, summary or report of information.

E. Examine Request for Exemptions: The requested public records shall be reviewed as to whether, in whole or in part, they are exempt from disclosure, and whether any portions of the records are subject to redactions prior to disclosure. Any questions concerning the general legal parameters of

an exemption, redactions, or applicability in a particular situation, should be directed to County Corporate Counsel or the County FOIA Coordinator.

- F. Redaction:** If a public record contains both exempt and nonexempt material, the County FOIA Coordinator or Department FOIA Coordinators shall edit the record by deletion, masking or separation of the exempt from the nonexempt material, and shall then provide the nonexempt material to the requesting person. The County FOIA Coordinator or Department FOIA Coordinator shall generally describe the redacted material, unless the description would reveal its contents.
- G. Reporting Status:** The Department FOIA Coordinator, or Department Head if there is no Department FOIA Coordinator, shall advise the County FOIA Coordinator as to whether the requested records exist and whether they are, in whole or in part, available on the County website, and are subject to denial or exempt from disclosure. If additional time is necessary to provide this information, the County FOIA Coordinator will be advised and provided the good faith estimate of when the information can be provided. Digital copies of all FOIA forms sent to a Requester, as well as a digital copy of the FOIA request, will be provided the County FOIA Coordinator by the Department FOIA Coordinator or Department Head.

If there is no Department FOIA Coordinator, the Department Head shall within three (3) days of receipt of the request forward the records to the County FOIA Coordinator to be sent to the Requester, and if applicable, a draft copy shall be filled out of any applicable Notice of Denial of FOIA Request, or Notice to Extend Response Time for FOIA Request. The County FOIA Coordinator will finalize these forms when needed, and will prepare the FOIA Cost Worksheet when charges apply to the request.

When there is a designated Department FOIA Coordinator, the Department FOIA Coordinator will prepare the FOIA response forms, and will prepare a draft copy of the FOIA Cost Worksheet.

- H. Respond to Request:** The County FOIA Coordinator or Department FOIA Coordinator shall respond to a request, using the required form packet, within five (5) business days from the date upon which he/she receives the request, unless otherwise agreed to in writing by the requesting person. Copies of the forms used to respond prepared by a Department FOIA Coordinator shall be forwarded to the County FOIA Coordinator.
- I. Process Response:** If the requested record is not subject to one of the grounds for denial or an exemption, it shall be processed in the following manner:
- 1. Response Options:** Within five (5) business days, unless otherwise agreed to in writing by the requesting person, the County FOIA Coordinator or Department FOIA Coordinator shall do one of the following:
 - a.** Grant the request.
 - b.** Deny the request and provide the reason why the request is subject to denial or exempt.
 - c.** Grant the request in part and deny the request in part.
 - d.** Using the FOIA response form, provide notice extending the response deadline for not more than an additional ten (10) business days. The notice shall contain the

reasons for the extension and the date by which the Public Body will respond to the request. Not more than one (1) notice of extension shall be issued.

J. Fees for Public Records:

1. **Permissible Fees:** The Public Body may charge a fee for copying public records for the requesting person or to enable inspection. A fee may also be charged for search, examination, review or redaction of public records, but only if failure to charge a fee would result in unreasonably high costs specifically identified by the Public Body. Collected fees shall be credited to the Public Body that incurred the cost of processing the request.
2. **Calculation of Fees:** The applicable fees shall be calculated by the County FOIA Coordinator or Department FOIA Coordinator in accordance with the County's FOIA Procedures and Guidelines and using the Detailed FOIA Cost Worksheet Form. When there is a Department FOIA Coordinator, the Department FOIA Coordinator will prepare and forward a draft copy of the FOIA Cost Worksheet to the County FOIA Coordinator. When there is no Department FOIA Coordinator, the Department Head with the records shall assist in providing the applicable labor and copying costs to the County FOIA Coordinator, and the County FOIA Coordinator will prepare the FOIA Cost Worksheet.

K. Deposit: If the total fee exceeds \$50.00, the County FOIA Coordinator or Department FOIA Coordinators may require a deposit of not more than one-half of the fee. The Requestor will also be provided a good faith estimate of when the records will be provided to the requester when a deposit is required.

L. Fee Payment Enforcement: Once copies of the requested records have been made, the Public Body is authorized to require payment of fees in full before it delivers the records to the requesting person.

Exception: If a deposit is required, the Public Body may refuse to process the request until the deposit is paid.

M. Exceptions to Fee Procedure:

1. Public records may be provided without charge or at reduced charge if the Public Body determines that the record primarily benefits the general public, and it is in the public interest to provide it without charge or at reduced charge.
2. The first \$20.00 of the total fee for requested records shall be waived if the requesting person submits an Affidavit of Indigence (contained in the required form packet).

N. Appeal: A requesting person has the right to appeal the denial of a request for public records, or to appeal the fees charged. All such Appeals shall be filed with the County FOIA Coordinator and shall be processed in accordance with the Ingham County FOIA Procedures and Guidelines.

MEMORANDUM

TO: Human Services, County Services and Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: May 19, 2015

SUBJECT: **RESOLUTION AWARDING A CONTRACT TO PAVEMENT CONSULTANTS, INC. TO PROVIDE PROFESSIONAL ASPHALT CONSULTING AND PROJECT MANAGEMENT SERVICES FOR THE PARKING LOT REPLACEMENT AT THE FOREST COMMUNITY HEALTH CENTER**

The resolution before you authorizes awarding a contract to Pavement Consultants, Inc. to provide professional asphalt consulting and project management services, including the development of specifications and bid package, rigid quality control specifications, table of disincentives for non-compliance and 5-year warranty. Full time project supervision with site visits to the asphalt production facility, as well as monitoring all q/c testing for the parking lot replacement at the Forest Community Health Center, for a not to exceed cost of \$9,300.00.

Pavement Consultants, Inc., who submitted the lowest responsive and responsible bid, was chosen after going through a competitive bidding process and has the recommendation of both the Purchasing and Facilities Departments. We are confident that Pavement Consultants Inc. will provide the quality of service needed to complete this project successfully.

The funds for this project are available in the approved CIP Line Item 511-61553-931000-02012 which has an available balance of \$346,550.00.

I recommend approval of this resolution.

MEMORANDUM

TO: County Services and Finance Committees
FROM: Jim Hudgins, Director of Purchasing
DATE: May 14, 2015
SUBJECT: Forest Community Health Center – Asphalt Consulting

Project Description:

Bid were sought from qualified and experienced consulting firms to provided professional asphalt consulting and project management services for the project at the Forest Community Health Center.

Proposal Summary:

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

| Company | Local | Address | County | Bid Amt. |
|---------------------------|-------|---|--------|-------------|
| Pavement Consultants Inc. | No | 840 S. Smith Road, Eaton Rapids, MI 48827 | Eaton | \$9,300.00 |
| DLZ | Yes | 1425 Keystone Ave., Lansing MI 48911 | Ingham | \$17,600.00 |
| C2AE | Yes | 725 Prudden Street, Lansing MI 48906 | Ingham | \$21,125.00 |

Recommendation:

Pavement Consultants Inc is the lowest responsive bidder. Pavement Consultants Inc. has experience working on projects of similar size and scope, and will be providing full-time project supervision.

The Evaluation Committee recommends awarding the contract to Pavement Consultants Inc. in an amount not to exceed \$9,300.

Introduced by the Human Services, County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AWARDING A CONTRACT TO PAVEMENT CONSULTANTS, INC. TO PROVIDE PROFESSIONAL ASPHALT CONSULTING AND PROJECT MANAGEMENT SERVICES FOR THE PARKING LOT REPLACEMENT AT FOREST COMMUNITY HEALTH CENTER

WHEREAS, the parking lot at Forest Community Health Center has exceeded its functional design life and is in need of replacement; and

WHEREAS, after careful review of the bids, the Purchasing and Facilities Departments both agree that a contract be awarded to Pavement Consultants, Inc. who submitted the lowest responsive and responsible bid in the amount of \$9,300.00; and

WHEREAS, funds for this project are available within the approved CIP Line Item 511-61553-931000-02012 which has an available balance of \$346,550.00.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes awarding a contract to Pavement Consultants, Inc., 840 South Smith Road, Eaton Rapids, Michigan 48827, to provide professional asphalt consulting and project management services for the Forest Community Health Center parking lot replacement for a not to exceed cost of \$9,300.00.

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

MEMORANDUM

TO: County Services and Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: May 19, 2015

SUBJECT: **RESOLUTION AUTHORIZING A PURCHASE ORDER WITH LAUX CONSTRUCTION, LLC TO FABRICATE AND INSTALL FOUR (4) CORNER SUPPORT POSTS ON THE PAVILION II ROOF AT POTTER PARK ZOO**

The resolution before you authorizes a Purchase Order to to Laux Construction, LLC, to fabricate and install four (4) corner support posts on the Pavilion II roof at Potter Park Zoo.

After inspection by an architect, it was discovered that in order to keep the roof corners from sagging, additional corner support posts are necessary. Pavilion II is the most heavily used shelter and its incompleteness would pose a safety concern to the patrons of the Zoo.

The four (4) posts will be fabricated and installed for a total cost not to exceed \$5,425.00.

Potter Park Zoo and the Facilities Department request a balance transfer of \$5,425.00 from Line Item 258-69200-698010 into Line Item 258-69900-977000-1208Z for Pavilion II roof repairs, to cover the cost of the additional corner support posts.

I recommend approval of this resolution.

Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING A PURCHASE ORDER WITH LAUX CONSTRUCTION, LLC
TO FABRICATE AND INSTALL FOUR (4) CORNER SUPPORT POSTS ON THE
PAVILION II ROOF AT POTTER PARK ZOO**

WHEREAS, after inspection by an architect, it was discovered that in order to keep the roof corners from sagging additional corner support posts are necessary; and

WHEREAS, Pavilion II is the most heavily used shelter and its lack of completion would pose a safety concern to the patrons of the zoo; and

WHEREAS, the four (4) posts will be fabricated and installed for a total cost not to exceed \$5,425.00; and

WHEREAS, Potter Park Zoo and the Facilities Department request a balance transfer of \$5,425.00 from Line Item 258-69200-698010 into Line Item 258-69900-977000-1208Z for Pavilion II roof repairs.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes a Purchase Order to be issued to Laux Construction, LLC, 4218 Charlar Drive, Holt, Michigan 48842 to fabricate and install four (4) corner support posts on the Pavilion II roof at Potter Park Zoo for a total cost not to exceed \$5,425.00.

BE IT FURTHER RESOLVED, the Controller/Administrator is authorized to transfer \$5,425.00 from line item 258-69200-6980110 into Line Item 258-69900-977000-1208Z for Pavilion II roof repairs.

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

Agenda Item 8

TO: Law & Courts, County Services and Finance Committees

FROM: John Neilsen, Chief Deputy Controller

DATE: May 20, 2015

SUBJECT: Resolution Authorizing Entering into a Contract with Redstone Architects, Inc. to Conduct a Needs Assessment and Feasibility Study of the Ingham County Sheriff's Office, Lansing Police Department including Detention, and 55th and 54A District Courts

Commissioners:

As you are aware, Ingham County, in cooperation with the City of Lansing, through RFP #71-14 solicited proposals from experienced and qualified architectural and/or engineering firms to conduct a needs assessment and feasibility study of the Ingham County Sheriff's Office, Lansing Police Department including detention, and 55th and 54A District Courts to evaluate and forecast current, short-term and long-term facility space needs, conditions, operational improvements, and recommend improvements.

The comprehensive study will address primarily the following three objectives:

- 1) Constructing a New Sheriff's Office (Including Law Enforcement, Administration, Correctional, etc.) and also Remodeling the Existing Jail Facility at the Existing Site in the City of Mason
- 2) Constructing a New 55th District Court and also Remodeling the 55th District Court at the Current Location in the City of Mason
- 3) Relocating a Portion of the ICJ (Approximately 152 Beds And Intake/Receiving) to the City of Lansing (COL), programming space for LPD (including current and future detention needs) and 54A District Court and also Addressing the Remaining Portions of the ICSO which may be New or Remodeled

Once the base programmatic and financial information is obtained for these three objectives, it is anticipated final decisions can be made on how to proceed with this complex project. Ingham County will pay for the cost associated with the first two objectives and the City of Lansing will pay for the cost associated with the third objective.

The joint Ingham County and City of Lansing Interview Team finished conducting the four interviews on May 21. Reference checks are ongoing at this time.

The final recommendation is to contract with Redstone Architects, Inc. for a not to exceed cost of \$169,835 to conduct a needs assessment and feasibility study of the Ingham County Sheriff's Office, Lansing Police Department including detention, and 55th and 54A District Courts.

The City of Lansing will subcontract with Ingham County in the amount of \$41,850 to fund their portion of the project.

I recommend approval of this resolution.

INGHAM COUNTY PURCHASING DEPARTMENT
RECORD OF BID/PROPOSAL OPENING

OPENING STAMP: 03/10/15 AM 11:00 PUR

PACKET # 71-14 Professional Consulting Services for a Needs Assessment and Feasibility Study of the Ingham County Sheriff's Office, Lansing Police Department, and 55th and 54A District Courts

Attendees:

Clark Construction Co. _____

DLZ _____

| VENDOR NAME | Local Pref | Bid Bond | Add 1 | Objective 1 Not to Exceed | Objective 2 Not to Exceed | Objective 3 Not to Exceed | GRAND TOTAL: | Time Stamp |
|--------------------|------------|----------|-------|------------------------------|------------------------------|------------------------------|--------------|-----------------------|
| Carter Goble Lee | No | | Yes | \$67,740.00 | \$64,000.00 | \$65,880.00 | \$197,620.00 | 03/10/15 AM 8:37 PUR |
| DLZ | Yes | | Yes | \$40,000.00 | \$14,500.00 | \$20,000.00 | \$74,500.00 | 03/10/15 AM 9:28 PUR |
| Redstone | No | | Yes | \$89,610.00 | \$38,375.00 | \$41,850.00 | \$169,835.00 | 03/10/15 AM 9:36 PUR |
| Tower Pinkster | No | | Yes | \$66,355.00 | \$32,390.00 | \$46,985.00 | \$145,730.00 | 03/10/15 AM 10:22 PUR |
| Clark Construction | Yes | | Yes | \$88,925.00 | \$32,475.00 | \$40,275.00 | \$161,675.00 | 03/10/15 AM 10:30 PUR |
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Recorder: Julie Buckmaster

Witness: Jim Hudgins

Introduced by the Law & Courts, County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT WITH REDSTONE ARCHITECTS, INC. TO CONDUCT A NEEDS ASSESSMENT AND FEASIBILITY STUDY OF THE INGHAM COUNTY SHERIFF'S OFFICE, LANSING POLICE DEPARTMENT INCLUDING DETENTION, AND 55TH AND 54A DISTRICT COURTS

WHEREAS, Ingham County, in cooperation with the City of Lansing, through RFP #71-14 solicited proposals from experienced and qualified architectural and/or engineering firms to conduct a needs assessment and feasibility study of the Ingham County Sheriff's Office, Lansing Police Department including detention, and 55th and 54A District Courts to evaluate and forecast current, short-term and long-term facility space needs, conditions, operational improvements, and recommend improvements; and

WHEREAS, the Purchasing Department solicited professional proposals and after careful review of the five proposals, it is the recommendation of the joint Ingham County and City of Lansing Interview Team to award a contract to Redstone Architects, Inc. who submitted the most responsive and responsible proposal in the amount of \$169,835 to conduct a needs assessment and feasibility study of the Ingham County Sheriff's Office, Lansing Police Department including detention , and 55th and 54A District Courts.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes awarding a contract to Redstone Architects, Inc. for a not to exceed cost of \$169,835 to conduct a needs assessment and feasibility study of the Ingham County Sheriff's Office, Lansing Police Department including detention, and 55th and 54A District Courts.

BE IT FURTHER RESOLVED, that the City of Lansing will subcontract with Ingham County in the amount of \$41,850 to fund their portion of the project.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to transfer up to \$127,985 from the 2015 Ingham County Contingency Fund to the Controllers Budget for this purpose.

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