

BOARD COORDINATOR GENESEE COUNTY BOARD OF COMMISSIONERS

1101 BEACH STREET, ROOM 312 FLINT, MICHIGAN 48502

> TELEPHONE: (810) 257-3020 FAX: (810) 257-3008

AMY ALEXANDER COORDINATOR

PUBLIC WORKS COMMITTEE Monday, February 6, 2017, 9:15 a.m. AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. MINUTES January 23, 2017
- IV. PUBLIC COMMENT TO COMMITTEE
- V. COMMUNICATIONS
- VI. OLD BUSINESS
- VII. NEW BUSINESS
 - A. P020617VIIA: County Clerk: Request approval to accept the quote from Printing Systems, Inc. to print the May and August 2017 election ballots Attached (ROLL CALL VOTE REQUESTED)
 - B. P020617VIIB: Drain Commissioner: Request approval to continue full faith and credit for interim financing of the Misteguay Creek IC Drain until September 1, 2018 -- Attached
 - C. P020617VIIC: Drain Commissioner: Request approval to continue an existing contract with the GCRC to meet the Phase II Storm Water Regulations Attached
 - D. P020617VIID: Controller: Request approval of award of Bid Award #17-103 for 2017 Model Year Vehicles -- Attached
- VIII. OTHER BUSINESS
- IX. ADJOURNMENT



OFFICE OF THE COUNTY CLERK GENESEE COUNTY COURTHOUSE 900 SOUTH SAGINAW STREET FLINT, MICHIGAN 48502 ADMINISTRATION (810) 257-3224 COURT RECORDS (810) 257-3220 ELECTIONS (810) 257-3283 VITAL RECORDS (810) 257-3225

"Online! Not In Line!" www.gc4me.com

To:

Ted Henry, Chairman Public Works Committee

Date:

February 2, 2017

Funding Source:

Elections Printing Budget – No additional funds are being requested.

Requested Action:

Board Approval for Printing Systems Inc. to print the May & August 2017

election ballots.

Discussion:

The Genesee County Elections Division of the Clerk's office has received quotes from 4 vendors to print the ballots for the May and August 2017 elections.

After careful analysis of all quotes, we believe the best selection at this time is Printing Systems Inc. based on pricing, customer service history and ability to execute within the tight timeframe to meet MOVE and Absentee Voter

deadlines. (See attached 5/2/17 Election Calendar of Dates).

A roll call vote is requested.

Thank you for your consideration.

John J. Gleason



STATE OF MICHIGAN RUTH JOHNSON, SECRETARY OF STATE DEPARTMENT OF STATE LANSING

MAY 2, 2017 ELECTION CALENDAR OF DATES

By 4:00 p.m., Jan. 12	District Library Board candidates who wish to seek office at the May 2 election must file an Affidavit of Identity and a nominating petition. (A \$100.00 nonrefundable fee may be filed in lieu of a petition.) Withdrawal deadline elapses at 4:00 p.m. on January 17*. (If filing official is a local clerk, filing official notifies county clerk of candidates' names and addresses within 3 days after withdrawal deadline.) (397.181)
By 4:00 p.m., Jan. 17	Partisan and nonpartisan candidates file nominating petitions and Affidavits of Identity (168.322)
By 4:00 p.m., Jan. 20	Partisan and nonpartisan candidates who wish to withdraw file written requests to do so. (168.322a)
By Jan. 23	City clerk forwards names and addresses of partisan and nonpartisan candidates to county clerk. (168.321)
By Jan. 24	Petitions to place proposals on ballot filed with county and local clerks. (168.646a)
Jan. 27	Last day a recall petition can be filed for May election. (Local offices only face recall in May & November) (168.963)
By 4:00 p.m., Feb. 7	Ballot wording of proposals qualified to appear on ballot certified to county and local clerks. (168.646a)
By Mar. 18	Clerks shall electronically transmit or mail (as requested) an absent voter ballot to each absent UOCAVA (uniformed services or overseas) voter who applied for an absent voter ballot 45 days or more before the election (MOVE deadline.) (168.759a)
By Mar. 18	Absent voter ballots must be available for issuance to voters. (168.714)

Mar. 23 through Apr. 11	Precinct inspectors appointed by local election commission for election. (168.674)
By Mar. 27	Notice of close of registration for election published. One notice required. (168.498)
Apr. 3	Last day to register for election. (168.497)
By Apr. 21	Pre-Election Campaign Statements filed (closes Apr. 16).
By 4:00 p.m., Apr. 21	Write-in candidates file Declaration of Intent forms. (168.737a)
By Apr. 25	Notice of election published. One notice required. (168.653a)
By Apr. 27	Public accuracy test must be conducted by local election commission. (R 168.778) Notice of test must be published at least 48 hours before test. (168.798)
By 2:00 p.m., Apr. 29	Electors who wish to receive an absent voter ballot for election by mail submit applications. (168.759)
Up to 4:00 p.m., May 1	Electors qualified to obtain an absent voter ballot for election may vote in person in clerk's office. (168.761)
Up to 4:00 p.m., May 2	Emergency absentee voting for election. (168.759b)
May 2	ELECTION
By May 8	Boards of County Canvassers meet to canvass election. (168.821)
By Jun. 1	Post-Election Campaign Statements filed (closes May 22).

^{*} As the customary 3-day withdrawal deadline falls on a Sunday (January 15) and the following Monday is Martin Luther King Day (January 16), the withdrawal deadline moves forward to Tuesday, January 17.

QUOTATION SUMMARY USING AVERAGES FOR FOLDING AND SHIPPING

	Vendor	Sing	Single Side Prim:	in in				Single Sign	Single Side Print Per 1,000 11" 14" 19"	300T-			
May 2017: Estimated Quantity = 210,000	= 210,000												
Estimated ballot styles = 208													
0.0000000000000000000000000000000000000	ES&S	0.2451	0.2451	0.2751	0.2551	0.2551	0.3051	\$245	\$245	\$275	\$255	\$255	\$305
	Election Source	0.1766	0.1822	0.1970	0.2026	0.2082	0.1937	\$177	\$182	\$197	\$203	\$208	\$194
	PrintComm	0.2518	0.2518	0.2908	0.2928	0.2928	0.3328	\$252	\$252	\$291	\$293	\$293	\$333
	Printing Systems	0.1993	0.2113	0.2233	0.2183	0.2373	0.2513	\$199	\$211	\$223	\$218	\$237	\$251
August 2017: Estimated Quantity = 73,000	ty = 73,000												
Estimated ballot styles = 80													
	ES&S	0.2461	0.2461	0.2761	0.2561	0.2561	0.3061	\$246	\$246	\$276	\$256	\$256	\$306
	Election Source	0.1917	0.1973	0.2128	0.2203	0.2259	0.2374	\$192	\$197	\$213	\$220	\$226	\$237
	PrintComm	0.2674	0.2674	0.3074	0.3084	0.3084	0.3464	\$267	\$267	\$307	\$308	\$308	\$346
	Printing Systems	0.2125	0.2245	0.2385	0.2375	0.2555	0.2715	\$213	\$225	\$239	\$238	\$256	\$272
November 2017: Estimated Quantity = 123,000	antity = 123,000												
Estimated ballot styles = 118													
	ES&S	0.2457	0.2457	0.2757	0.2557	0.2557	0.3057	\$246	\$246	\$276	\$256	\$256	\$306
	Election Source	0.1785	0.1841	0.1994	0.2045	0.2101	0.1994	\$179	\$184	\$199	\$205	\$210	\$199
	PrintComm	0.2578	0.2578	0.2978	0.2988	0.2988	0.3388	\$228	\$228	\$298	\$299	\$299	\$339
	Printing Systems	0.2041	0.2161	0.2281	0.2231	0.2421	0.2571	\$204	\$216	\$228	\$223	\$242	\$257

Folding: Each vendor charges a different amount. When calculating the per ballot costs above, the following quantities for May 2017 = 53,600 folded; August 2017 = 22,500 folded; November 2017 = 35,100 folded. folded ballots were applied to each vendor and a per ballot cost was then calculated.

Shipping: ES&S and Printing Systems included shipping in the per ballot pricing quoted.

Election Source shipping is based on quantity/size of ballots. The shipping has been included in per ballot cost based on shipping for the full quantity. PrintComm will allow clerks to pick up their ballots or charge \$60 per jurisdiction to deliver. \$60 per jurisdiction has been included for shipping.

QUOTATION SHEET BALLOT PRINTING

VENDOR NAME: PRINTING SYSTEMS INC. VENDOR ADDRESS: 12005 BEECH DALY RD TAYLOR VENDOR PHONE: (800) 95-12345

CONTACT: MARK STEVENS

DATE: 1-25-17

2017 Elections		SPERIOR INC.	Quantity	Ballot Styles	Cost Per Ballot Printed One Side	; Ballot	Folding Cost Per Ballot	Shipping
May	Special	11 ¹	210,000	208	.104	. 203	,06	INC.
		14"	210,000	208	, 196	. 222	.06	INC
		19"	210,000	208	.208	. 236	.06	INC.
Aug	Primary/Special	11"	73,000	80	. (94	.219	.06	INC.
- 1-6	71-1	14"	73,000	80	206	, 237	.06	INC.
		19"	73,000	80	.220	. 253	.06	INC.
Nov	General/Special	11 ⁰	123,000	118	./97	. 206	.06	INC.
		14"	123,000		.199	. 225	.06	INC.
		19"	123,000	118	,211	,240	.06	INC.

* Shipping Method:	OUR TRUCK	:
Is delivery schedule lis	sted in Item 10 acceptable? <u>YES</u> If not, what delivery schedule is offered?	
List here any informat	ion that would affect the pricing quoted: PLEASE SEE ATTACHMENT.	



12005 Beech Daly Rt Taylor, MI 48180 Tel. (734) 946-5111 Tel. (800) 95-12345 Fax (734) 946-1115

To: Doreen D. Fulcher Genesee County 900 S. Sagniaw Street

Room 205

Flint, MI 48502

Phone: (810) 257-3865 Fax: (810) 257-3464

Miscellaneous Ballot Printing Information

- Sample, Testing & Coding Ballots are billed at the same price as official ballots.
- Split Precincts can be differentiated using prefixes in front of the ballot numbering for no additional charge.
- Split Precincts can be differentiated using different colored numbers and colored boxes for no additional charge. The colored boxes print on the stub and in the upper left hand corner of the ballot.
- Ballot folding is available for an additional 6 cents per ballot.
- Ballots are shrink wrapped in packages of 100 and boxed with no more than 600 ballots per box.
- Every box has an easy to read computerized label that includes: Jurisdiction, Precinct, Starting & Ending Numbers, and School District.
- Sample ballots have "sample" repeated across both sides of the ballot in yellow ink. They also have a black bar that prints through the timing marks and prevents the ballots from being feed through the tabulators.
- Each ballot style must be ordered in increments of 50.
- Flat ballots can be scored (for easy hand folding) for no additional charge.
- Extra ballots or reprints ordered after the initial order has been printed are billed at the same per ballot rate as above plus a set-up charge. The set-up charge for the first 6 styles is a flat fee of \$185.00. For each additional group of 6 styles, the set-up fee is \$100.00.
- Ballot artwork provided by customer as PDF Files.
- Quality Assurance System:

In today's election environment it is absolutely essential to make sure that every voter has complete confidence that their vote counts. With this in mind, PSI has created one of the most sophisticated systems in the country for providing **ballot-by-ballot quality assurance**. Printing Systems can guarantee the quality of our ballots because we use a high speed vision sensor to take a picture of every ballot we produce and within a split second conduct multiple quality checks. If any one of these crucial quality standards is not met the system automatically turns off and flags the questionable ballot for replacement. This amazing system gives our customers complete confidence that they won't have to deal with ballot problems on Election Day and that their voters will have a positive experience and complete confidence in the voting process!

• Quick Delivery:

Our exclusive system not only produces accurate ballots, but it also produces them very fast. Our set-up time for each precinct is so fast that we are able to produce our ballots much quicker than other printers. Our speed is magnified even more by the fact that we use 3 systems for numbering our ballots! This enables us to offer the quickest turnaround times and NEXT DAY delivery on urgent orders.

• Delivery is included in the prices.

QUOTATION SHEET BALLOT PRINTING

VENDOR NAME: Election Systems & Software, LLC

VENDOR ADDRESS: 11208 John Galt Blvd, Omaha, NE 68137

VENDOR PHONE: 800-247-8683/205-919-7474

CONTACT: Mark Kelley

DATE: January 25, 2017

* Shipping Method: Absentee/Test-UPS or FedEx Election Day-Commercial freight line, TBD

If not, what delivery schedule is offered? YES Is delivery schedule listed in Item 10 acceptable?

List here any information that would affect the pricing quoted:

Any expedited freight costs not attributable to BS&S actions would be passed on to the County.

QUOTATION SHEET BALLOT PRINTING

VENDOR NAME: FICKTION SOUTCE
VENDOR ADDRESS: 4615 Danvers DR SE Grand Rapids MI 49512
VENDOR PHONE: 734.395.6549 CELL 888.742.8037 OFFICE

CONTACT: Steve DeLongch.....

DATE: 24-Jan-17

	00.01	96.00	31.00		96.90	75.70	24.20	73.00	80	30 30	3
Two Street Grand Total	\$52,710.00		\$59,031.00	<u> L.</u>	\$19,366.90	\$19.775.70	\$21,564.20	\$30.873.00	\$31 561 80	\$34 575 30	
Two sided Total Ship	\$3,570.00	\$4,200.00	\$5,250.00		\$1,241.00	\$1.460.00	\$1,825.00	\$2.091.00	\$2.460.00	\$3,075,00	
Total Print.	\$49,140.00	\$49,686.00	\$53,781.00		\$18,125.90	\$18,315.70	\$19,739.20	\$28,782.00	\$29.101.80	\$31,500,30	
One Side One Sided One Sided Total Total Ship Grand Total	0.017 \$43,680.00 \$3,570.00 \$47,250.00	\$48,426.00	0.025 \$48,321.00 \$5,250.00 \$53,571.00		\$17,279.10	0.020 \$16,227.90 \$1,460.00 \$17,687.90	0.025 \$17,651.40 \$1,825.00 \$19,476.40	\$27,675.00	\$28.363.80	\$31.377.30	
One Sided Total Ship	\$3,570.00	\$4,200.00	\$5,250.00		\$1,241.00	\$1,460.00	\$1,825.00	\$2,091.00	\$2,460.00	\$3.075.00	
Ome Side Total Print	\$43,680.00	0.020 \$44,226.00 \$4,200.00 \$48,426.00	\$48,321.00		0.017 \$16,038.10 \$1,241.00 \$17,279.10	\$16,227.90	\$17,651.40	0.017 \$25,584.00 \$2,091.00 \$27,675.00	0.020 \$25,903.80 \$2,460.00 \$28.363.80	0.025 \$28.302.30 \$3.075.00 \$31.377.30	
Shipping Cost*					0.017	0.020	0.025	0.017	0.020	0.025	
Folding Cost Per Ballot	0.065	0.065	0.078		0.065	0.065	0.078	0.065	0.065	0.078	
Cost per Ballot Printed Double Sided	0.169	0.1716	0.1781		0.1833	0.1859	0.1924	0.169	0.1716	0.1781	
Cast per Ballot Printed One Side	0.143	0.1456	0.1521		0.1547	0.1573	0.1638	0.143	0.1456	0.1521	į
Ballot Styles	208	208	208		80	80	80	118	118	118	
Quantity	210,000	210,000	210,000		73,000	73,000	73,000	123,000	123,000	123,000	
Sive	11	14"	19"		11"	14"	19"	11"	14"	19"	
8 .	Special				Primary/Special			General/Special			
2017 Elections	Мау				Aug			Nov			

7.77.888		
*Shipping Method: UPS	Is delivery schedule listed in Item 10 acceptable? Yes If not, what delivery schedule is offered?	

List here any information that would affect the pricing quoted:

This privile warmes every ballot is folded under-the total and one of tations and grad totale.

QUOTATION SHEET **BALLOT PRINTING**

VENDOR NAME: PrintComm, Inc.

VENDOR ADDRESS: 2929 Davison Road; Flint, MI 48506.
VENDOR PHONE: (810) 496-1119

CONTACT: Kevin Naughton

January 25, 2017

VENDOR PHONE:

DATE:

2017 Elections	May Special	The state of the s		Aug Primary			Nov General		
T/We				Primary/Special			General/Special		-
<u>\$</u>		14.	19"		Į.,	.61		14"	19"
Anucao E	210,000	210,000	210,000	73,000	73,000	73,000	123,000	123,000	123,000
Ballot	208	208	208	80	90	80	118	118	118
6651 Ref.	\$0.241	\$0.241	\$0.281	\$0.241	\$0.241	\$0.281	\$0,241	\$0.241	\$.0281
Eost Per Pallo Ammed Bereichen	\$0.282	\$0.282	20° 922	\$0.282	\$0,282	20.322	\$0.282	\$0.282	\$0.322
Folding Gost	\$0.011	\$0.011	\$0.011	\$0.011	\$0.011	140:00 \$	\$0,011	\$0.011	\$0.011
	See method ix	See method ix	See method be	See method by	See method b	See method b	See method b	See method b	See method b

Customer can pick up at No Charge or PrintComm will deliver for \$60.00 per location. * Shipping Method: If not, what delivery schedule is offered? is delivery schedule listed in Item 10 acceptable? Yes

List here any information that would affect the pricing quoted:

1) Stock increases; 2) Drastic quantity reduction; 3) Reprints needed at a later date

MAY 2, 2017 ELECTION PROPOSALS

GENESEE COUNTY

Genesee County Central Dispatch Proposition for 9-1-1 System Funding

Shall the County of Genesee, Michigan, be authorized to assess a charge on all landline, wireless, and voice over the internet protocol service users located within Genesee County of up to \$1.86 per month, for a period ending December 31, 2021, to be distributed exclusively for funding of 9-1-1 emergency call answering and dispatch services within Genesee County including facilities, equipment, maintenance and operating costs?

ATLAS TOWNSHIP

Resolution Number 17-02 Police Millage Renewal

Shall the expired previous voted increases in the tax limitations imposed under Article IX, Sec. 6 of the Michigan Constitution in Atlas Township of 2.1 mills (\$2.10 per \$1000 of taxable value), reduced to 2.064 mills (\$2.06 per \$1,000 of taxable value) by the required millage rollbacks, be renewed and increased up to the original voted 2.1 mill (\$2.10 per \$1000 of taxable value) and levied for 5 years, 2017 through 2021 inclusive, for police protection, raising an estimated \$619,380 in the first year the millage is levied.

Resolution Number 17-03 Fire Millage Renewal

Shall the expired previous voted increases in the tax limitations imposed under Article IX, Sec. 6 of the Michigan Constitution in Atlas Township, of 1.0 mills (\$1.00 per \$1000 of taxable value), reduced to .98 mills(\$.98 per \$1,000 of taxable value) by the required millage rollbacks, be renewed and increased up to the original voted 1.0 mill (\$1.00 per \$1000 of taxable value) and levied for 5 years, 2017 through 2021 inclusive, for fire protection, raising an estimated \$294,930 in the first year the millage is levied.

GENESEE TOWNSHIP

Millage Proposal

Shall the Charter Township of Genesee levy an additional millage of 1.5 mills (\$1.50 on each \$1000 of taxable value) on all property subject to taxation in Genesee Township in the tax limitation allowed under Article IX, Section 6 of the Michigan Constitution for the

MAY 2, 2017 ELECTION PROPOSALS

period from 2017 through 2036 inclusive, for the express purpose of public safety (police and fire operation), raising an estimated \$439,179 in the first year the millage is levied?



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

-DIVISION OF-

SURFACE WATER MANAGEMENT

G-4608 BEECHER ROAD, FLINT, MI 48532 PHONE (810) 732-1590 • FAX (810) 732-1474 JEFFREY WRIGHT COMMISSIONER

January 25, 2017

Commissioner Ted Henry, Chairperson Genesee County Public Works Committee Genesee County Board of Commissioners 1101 Beach Street, Room 312 Flint MI 48502

Re: Misteguay Creek Inter-County Drain

Dear Commissioner Henry,

Please find attached a resolution for full faith and credit for interim financing of the Misteguay Creek IC Drain. Genesee County passed a resolution in 2015 (2015-0277) for full faith and credit in regards to this project. Due to litigation the project cannot be completed prior to the maturity of the interim financing. This resolution is will allow the interim financing to continue until September 1, 2018. The Interim borrowing is for preliminary costs such as engineering and litigation.

This project involves Genesee County, Shiawassee County, and Saginaw County. Genesee County's obligation is 17% of the total cost.

In the past this office used the Drain revolving fund to pay for these costs, however, \$500,000.00 fund was swept back to the general fund during Genesee County's financial crisis. The loss of that fund will necessitate more use of short term funding for larger projects until such time as construction bonding is obtained.

Thank you for your consideration of this request.

Sincérely

in Commissioner

of Genesee

cc: Prosecuting Attorney-Civil Division

RESOLUTION AUTHORIZING ADDENDA TO SERIES 2015 NOTE

At a meeting of the Drainage Board for the Misteguay Creek Intercounty Drain held on

January 19, 2017.

PRESENT:

Michael Gregg, Jeffrey Wright, Douglas Enos, Gregory Alexander

ABSENT:

None

The following resolution was moved by Mr. Wright and seconded by Mr. Enos:

WHEREAS, proceedings have been taken by this Drainage Board for improvements to

the Misteguay Creek Intercounty Drain (the "Project") under the provisions of Chapter 8 of the

Drain Code of 1956, as amended, pursuant to a petition filed with the Saginaw County Public

Works Commissioner; and

WHEREAS, the Misteguay Creek Intercounty Drain Drainage District (the "Drainage

District") has previously issued its Misteguay Creek Intercounty Drain Note, Series 2015 to CFC

Capital, Inc. (the "Purchaser") on October 14, 2015 in the principal amount of \$800,000 (the

"Series 2015 Note") to refinance a note previously issued by the Drainage District on January 2,

2014 to pay for certain preliminary costs of acquiring and constructing the Project; and

WHEREAS, the Series 2015 Note presently bears interest at 1.49% per annum, payable

on February 1, 2017, and matures on February 1, 2017; and

WHEREAS, 17% of the cost of the Project has been apportioned to the County of

Genesee, 43% of such cost has been apportioned to the County of Saginaw, and 40% of such

cost has been apportioned to the County of Shiawassee; and

WHEREAS, the Series 2015 Note was issued in anticipation of and is payable out of the proceeds of bonds (the "Bonds") to be issued by the Drainage District to provide the permanent financing for the Project and is secured by a pledge of the limited tax full faith and credit of the County of Genesee (17%), the County of Saginaw (43%) and the County of Shiawassee (40%) to pay their respective share (as noted) of the principal of and interest on the Series 2015 Note when due; and

WHEREAS, the Bonds are not expected to be issued on or before February 1, 2017, and the Purchaser has agreed to extend the interest payment date and maturity of the Series 2015 Note in two phases, the first from February 1, 2017 to March 1, 2017, bearing interest during such period at the existing rate of 1.49% per annum, and the second from March 1, 2017 to September 1, 2018, bearing interest during such period at a rate of 1.89% per annum, provided that in the case of the second extension (i) all accrued interest on the Series 2015 Note is paid on March 1, 2017 and (ii) each of the County of Genesee, the County of Saginaw and the County of Shiawassee pledges its limited tax full faith and credit to the Series 2015 Note as extended from March 1, 2017 to September 1, 2018 to the extent that that cost of the Project has been apportioned to each such county; and

WHEREAS, the Drainage District desires to extend the maturity of the Series 2015 Note as hereinafter provided.

THEREFORE, BE IT RESOLVED ON BEHALF OF THE MISTEGUAY CREEK INTERCOUNTY DRAIN DRAINAGE DISTRICT, as follows:

1. The Chairperson of the Drainage Board is hereby authorized to execute and deliver two separate addenda to the Series 2015 Note to the Purchaser, (a) the first (the "First Addendum") on or before February 1, 2017 for the purpose of extending the interest payment date and maturity date of the Series 2015 Note from February 1, 2017 to March 1, 2017, with the interest rate on the Series 2015 Note from February 1, 2017 to March 1, 2017 remaining unchanged at 1.49% per annum, and (b) the second (the "Second Addendum") on or before March 1, 2017 for the purpose of further extending the interest payment date and the maturity

date of the Series 2015 Note from March 1, 2017 to September 1, 2018 at an interest rate of

1.89% per annum. All other terms of the Series 2015 Note shall remain the same. The Second

Addendum shall not be delivered unless and until each of the County of Genesee, the County of

Saginaw and the County of Shiawassee shall have adopted a resolution pledging the limited tax

full faith and credit of such county to the payment of its apportioned share of the principal of and

interest on the Series 2015 Note as extended to September 1, 2018. The First Addendum and the

Second Addendum shall be in substantially the form attached hereto as Exhibit A.

2. The Chairperson of the Drainage Board is authorized to pay the interest due on the

Series 2015 Note on March 1, 2017 from available funds.

3. All orders and parts of orders insofar as they may be in conflict herewith are hereby

rescinded.

AYES:

Wright, Enos, Alexander

NAYS:

None

ABSTAIN:

Gregg

RESOLUTION DECLARED ADOPTED.

3

EXHIBIT A

FORM OF ADDENDUM

UNITED STATES OF AMERICA STATE OF MICHIGAN COUNTIES OF GENESEE, SAGINAW AND SHIAWASSEE MISTEGUAY CREEK INTERCOUNTY DRAIN DRAINAGE DISTRICT MISTEGUAY CREEK INTERCOUNTY DRAIN NOTE SERIES 2015

[FIRST] [SECOND] ADDENDUM

The table of terms and the first paragraph of the note to which this [First] [Second] Addendum is attached are hereby amended to read as follows:

INTEREST RATE	MATURITY DATE	DATE OF ORIGINAL ISSUE	CUSIP
%	I, 201_	October 14, 2015	606458 AA5
Registered Owner: CE	DE & CO.		

Principal Amount: Eight Hundred Thousand Dollars (\$800,000)

The Misteguay Creek Intercounty Drain Drainage District, Counties of Genesee, Saginaw and Shiawassee, State of Michigan (the "Drainage District"), acknowledges itself indebted to, and for value received, hereby promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the maturity date specified above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender of this note at the office of The Huntington National Bank in Grand Rapids, Michigan, the note registrar and paying agent, or at such successor note registrar and paying agent as may be designated pursuant to the Resolution identified below, and to pay to the Registered Owner at the close of business on the 15th day of the calendar month preceding the month in which an interest payment is due, by check or draft drawn upon and mailed by the note registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount until the Drainage District's obligation with respect to the payment of such Principal Amount is discharged, at the rate per annum specified above. Interest is payable _ 1, 201_. Principal and interest are payable in lawful money of the at maturity on United States of America.

* * * * *

Except as modified by this [First] [Second] Addendum, all other terms and con	nditions of
the note to which this [First] [Second] Addendum is attached shall remain unchanged.	

IN WITNESS WHEREOF, the Misteguay Creek Intercounty Drain Drainage District, Counties of Genesee, Saginaw and Shiawassee, Michigan, has caused this [First] [Second] Addendum to be executed in its name by the manual signature of the Chairperson of the Drainage Board for the Misteguay Creek Intercounty Drain, as of this 1st day of ______, 2017.

MISTEGUAY CREEK INTERCOUNTY DRAIN DRAINAGE DISTRICT

By:		
	Chairperson of Drainage Board	•

STATE OF MICHIGAN COUNTY OF INGHAM

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Drainage Board for the Misteguay Creek Intercounty Drain, Counties of Genesee, Saginaw and Shiawassee, Michigan, held on January 19, 2017, the original of which resolution is on file in the offices of the Director of the Michigan Department of Agriculture and Rural Development, the Genesee County Drain Commissioner, the Saginaw County Public Works Commissioner and the Shiawassee County Drain Commissioner.

I further certify that notice of the meeting was given in accordance with the Open Meetings Act.

Michael R. Gregg Chairperson of the Drainage Board

At a 1	regular meeting of the Board of Commissioners of the County of C, 2017.	jenesee held on
PRESENT:		_
ABSENT:		- - -
	following resolution was offered by:	_ and seconded

RESOLUTION RE: Misteguay Creek Intercounty Drain Note, Series 2015

WHEREAS, proceedings have been taken by the Drainage Board for the Misteguay Creek Intercounty Drain for improvements to the Misteguay Creek Intercounty Drain (the "Project") pursuant to a petition filed with the Saginaw County Public Works Commissioner under the provisions of Chapter 8 of the Drain Code of 1956, as amended (the "Drain Code"); and

WHEREAS, in order to refinance a note previously issued by the Misteguay Creek Intercounty Drain Drainage District (the "Drainage District") in the principal amount of \$800,000 to pay for certain preliminary costs of acquiring and constructing the Project, the Drainage District issued a note on October 14, 2015 designated "Misteguay Creek Intercounty Drain Note, Series 2015" (the "Note") in the principal amount of \$800,000, bearing interest at a rate of 1.49% per annum, and now maturing on March 1, 2017, in anticipation of bonds (the "Bonds") to be issued by the Drainage District to provide the permanent financing for the Project; and

WHEREAS, 17.0% of the cost of the Project has been apportioned by the Drainage Board to the County of Genesee (the "County"), 43.0% of such cost has been apportioned by the Drainage Board to the County of Saginaw and 40.0% of such cost has been apportioned by the Drainage Board to the County of Shiawassee; and

WHEREAS, by resolution adopted by the Board of Commissioners of the County of Genesee on July 20, 2015, the County of Genesee pledged its limited tax full faith and credit to the prompt payment of 17% of the principal of and interest on the Note when due; and

WHEREAS, the Bonds will not be issued on or before March 1, 2017 and as a result, at the request of the Drainage Board, the purchaser of the Note has agreed to extend the maturity date of the Note from March 1, 2017 to September 1, 2018, bearing interest at a new rate of 1.89% per annum, provided that the County of Genesee, the County of Saginaw and the County of Shiawassee each pledge its limited tax full faith and credit to the Note as extended to the extent that the cost of the Project has been apportioned to each such county; and

WHEREAS, the Project is necessary to protect and preserve the public health and it is in the best interest of the County of Genesee that the maturity date of the Note be extended to September 1, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF GENESEE:

1. Pursuant to the authorization provided in Section 434 of the Drain Code, the Genesee County Board of Commissioners, by a 2/3 vote of its members, does hereby irrevocably pledge the limited tax full faith and credit of the County of Genesee for the prompt payment of 17.0% of the principal of and interest on the Note when due on September 1, 2018, and does agree that in the event that the Bonds are not issued prior to September 1, 2018 and that moneys are not otherwise available to the Drainage District on such date to pay such principal and interest, the County Treasurer is directed to immediately make such advancement from general funds of the County to the extent necessary to pay the County's share of the principal of and interest on the Note when due. The ability of the County to levy taxes to pay its share of the

principal of and interest on the Note shall be subject to constitutional and statutory limitations on the taxing power of the County.

- 2. In the event that, pursuant to said pledge of full faith and credit, the County of Genesee advances out of County funds, any part of the principal of and interest due on the Note, it shall be the duty of the County Treasurer, for and on behalf of the County of Genesee, to take all actions and proceedings and pursue all remedies permitted or authorized by law for the reimbursement of such sums so paid.
- 3. This resolution shall become effective only if the Board of Commissioners of the County of Saginaw and the Board of Commissioners of the County of Shiawassee each adopt a resolution substantially in the form of this resolution that pledges the limited tax full faith and credit of each respective county to the payment of the principal of and interest on the Note when due on September 1, 2018 to the extent of its apportioned share of the cost of the Project.
- 4 All resolutions and part of resolutions, insofar as the same may be in conflict with the provisions of this resolution, are hereby rescinded.

ADOPTED:	Yeas:
	Nays:
	•

STATE OF MICHIGAN)) SS COUNTY OF GENESEE)

I further certify that notice of the meeting was given in accordance with the Open Meetings Act.

County Clerk
County of Genesee

Troy 90174-5 1515251v2



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

-DIVISION OF-

SURFACE WATER MANAGEMENT

G-4608 BEECHER ROAD, FLINT, MI 48532 PHONE (810) 732-1590 • FAX (810) 732-1474 JEFFREY WRIGHT

January 18, 2017

Commissioner Ted Henry, Chairperson Genesee County Public Works Committee Genesee County Board of Commissioners 1101 Beach Street, Room 312 Flint MI 48502

Re: Stormwater Management Contract with GCRC, Amendment III

Dear Commissioner Henry,

Please accept this request to enter into a contract with the GCRC to meet the Phase II Storm Water Regulations. This contract is a continuation of an existing contract. A copy is being forwarded to the Prosecuting Attorney-Civil Division.

The CCRC Board has already passed a resolution and signed the contract. Approval will serve as authorization for Drain Commissioner as County Agent to sign contract on behalf of Genesee County.

Thank you for your consideration of this request.

. Diain/Commissioner

/// //ww/

County of Genesee

Sincerely

Cc: Prosecuting Attorney-Civil Division

THIRD AMMENDMENT TO AGREEMENT RE COSTS OF IMPLEMENTATION OF PHASE II STORM WATER REGULATIONS

THIS AGREEMENT, made and entered into as of the 1st day of October 2016, between the COUNTY OF GENESEE, Michigan (hereinafter referred to as the "County"), by and through its Drain Commissioner, as County Agency, and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF GENESEE, Michigan (hereinafter referred to as the "Road Commission"):

WITNESSETH:

WHEREAS, the County and certain municipalities within the County (the "Municipalities") are subject to the requirements of the Phase II Storm Water Regulations (the "Phase II Regulations") published by the United States Environmental Protection Agency ("EPA") in the Federal Register on December 8, 1999; and

WHEREAS, Phase I Regulations of the existing National Pollutant Discharge Elimination System (NPDES) storm water program were published in the Federal Register on November 16, 1990, and the Phase II Regulations expand the existing program to address storm water discharges from small municipal separate storm sewer systems and construction sites that disturb one to five acres; and

WHEREAS, the Phase II Regulations impose certain requirements on the County and the Municipalities that must be satisfied on or before March 10, 2003 in order to permit the County and the Municipalities each to apply on or before such date for an NPDES permit for storm water discharges; and

WHEREAS, the Board of Commissioners of the County of Genesee has established the Genesee County Storm Water Management System (the "System") to provide, among other things, storm water management services to the Municipalities pursuant to the provisions of Act 342, Public Acts of Michigan, 1939, as amended ("Act 342"), to enable the County and the Municipalities to comply with the requirements of the Phase II Regulations and to engage in other watershed management activities related thereto; and

WHEREAS, the County Drain Commissioner (hereinafter referred to as the "County Agency") has been designated as the agency of the County in connection with the establishment, management and operation of the System; and

WHEREAS, the County and the Municipalities have entered into a contract, as amended (the "Contract"), pursuant to which the County agreed to provide such services as are necessary to assist the County and the Municipalities in complying with the requirements of the Phase II Regulations and in other watershed management activities, including, but not limited to, applying for NPDES permit coverage and planning for and implementing storm water discharge management controls (known as "best management practices") with respect to the following minimum control measures: (a) public education and outreach on storm water impacts; (b) public participation/involvement; (c) illicit discharge detection and elimination; (d) construction site storm water runoff control; (e) post-construction storm water runoff control; and (f) pollution prevention/good housekeeping for municipal operations; and

WHEREAS, the County has applied for NPDES permit coverage as required by the Phase II Regulations and now desires to begin implementation of the required best management practices (hereinafter referred to as "Implementation Activities"); and

WHEREAS, under the Contract, the County is responsible for paying \$36,375.00 per year, (25%) of the costs of the Implementation Activities, excluding Illicit Discharge Elimination Program (IDEP); and paying \$48,625.00 per year, (100%) towards the IDEP costs for County owned and operated facilities including roads, and

WHEREAS, some of the Implementation Activities including IDEP are being undertaken by the County on behalf of the Road Commission and the County has requested the Road Commission to pay \$40,000.00 per year towards their share of the costs of such activities; and

WHEREAS, it is therefore necessary for the County and the Road Commission to enter into this agreement.

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

- 1. The Road Commission agrees to pay \$40,000.00 per year towards their share of the costs of the Implementation Activities, including IDEP. In exchange for such payment, the County agrees that any Implementation Activities, including IDEP undertaken on behalf of the County will also be undertaken on behalf of the Road Commission so that the Road Commission will not be separately responsible for complying with the Phase II Regulations.
- 2. This agreement shall become effective after approval by the Board of Commissioners of the County and the Board of County Road Commissioners of the County of Genesee and execution by the authorized officials of the parties; shall terminate on September 30, 2021 unless extended by the parties; may be executed in several counterparts; and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and delivered, by their respective duly authorized officers, all as of the day and year first above written.

COU	NTY OF GE	NESEE	
Ву:	Drain Comas County A	•	
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By:		. <u> </u>	



GENESEE COUNTY PURCHASING

A Division of the Genesee County Controller's Office COUNTY ADMINISTRATION BLDG 1101 BEACH STREET, ROOM 343, FLINT, MICHIGAN 48502

Phone: (810) 257-3030 Fax (810)257-3380

MEMORANDUM

TO:

Ted Henry

Public Works Committee, Chairperson

FROM:

Joy Haynes-Hawkins, Assistant Controller

DATE:

February 6, 2017

SUBJECT:

Bid Award #17-103 - 2017 Vehicles

Bids were solicited from car and truck dealers for the expected vehicle requirements for Genesee County, related agencies, and local municipal units of government within Genesee County for the 2017 model year.

Three (3) vendors submitted bids for the models as requested. The low responsive responsible bidder for each model specified is indicated in bold print on the attached Bid Tabulation sheet.

It is recommended that the Board of Commissioners approve acceptance of the low bids as indicated for all models. Approval would allow other County agencies, and other governmental units to place their orders at the bid prices as indicated in bold.

Attachment G:\pw2017\17-103

BID TABULATION - #17-103 - 2017 VEHICLES JANUARY 18, 2017 11:00 A.M.

COMPANY	TODD WENZEL	HANK GRAFF	BERGER CHEVROLET
#1 - 1EW19 - 2017 Chevrolet Caprice Police Patrol, 4 dr Sedan, 6.0L/364 CID Gas/Ethanol V8, 6- Speed Automatic w/OD	NB	\$25,503	\$DISCONT
#2 - CC15706 - 2017 Chevrolet Tahoe, 2WD, 4 door Commercial, 5.3L/325 CID Gas/Ethanol V8, 6- Speed Automatic	NB	\$31,381	\$31,593
#3 – CK15706 - 2017 Chevrolet Tahoe, 4WD, 4dr Commercial, 5.3L/325 CID Gas/Ethanol V8, 6- Speed Automatic	\$34,432	\$34,199	\$34,411
#4 – CK15906 - 2017 Chevrolet Suburban, 4WD, 4dr 1500 Commercial, 5.3L/TBD CID Gas/Ethanol V8, 6 Speed Automatic	\$42,056	\$41,515	\$41,660
#5 – CK15543 – 2017 Chevrolet Silverado 1500, 4WD, Crew Cab, 143.5" Work Truck, 5.3/325 CID Gas V8, 6 Speed Automatic	NB	\$30,209	\$37,967
#6 - 1JW48 - 2017 Chevrolet Sonic, 5 door HB, Auto Premier, 1.4L/110 CID Turbocharged Gas I4, 6-Speed Automatic	\$20,054	\$19,644	\$19,168
#7 - 1ZC69 - 2017 Chevrolet Malibu, 4 door, Sedan w/1FL, 1.5L/91 CID Turbocharged Gas I4, 6-Speed Automatic	\$19,538	\$19,259	\$19,950
#8 - 1GX69 - 2017 Chevrolet Impala, 4 door, Sedan LS w/1FL, 3.6L/217 CID Gas/Ethanol V6, 6- Speed Automatic	\$21,014	\$20,705	\$21,148
#9 - 1GY69 - 2017 Chevrolet Impala, 4 door, Sedan LT 2/3LT *Ltd Avail, 3.6L/217 CID Gas/CNG V-6, 6-Speed Automatic	NB	NB	\$38,934
#10 - 1BR69 - 2017 Chevrolet Cruze, 4 door, Sedan, 1.4L LS w/1SB, 1/4L/TBD - CID Turbocharged Gas I4, 6-Speed Automatic	\$17,791	\$17,577	\$17,728
#11 - 4ZB79 - 2017 Buick LaCrosse, 4 door, Sedan, Preferred	\$31,334	NB	NB

COMPANY	TODD WENZEL	HANK GRAFF	BERGER CHEVROLET	
FWD, 3.6L/217 CID Gas V6, 8- Speed Automatic w/OD				
#12 - 1LF26 - 2017 Chevrolet Equinox, FWD, 4 door, LS, 2.4/145 CID Gas I4, 6-Speed Automatic	NB	\$20,168	\$19,161	
#13 - CR14526 - 2017 Chevrolet Traverse, FWD, 4 door, LS w/1LS, 3.6L/217 CID Gas V6, 6-Speed Automatic	NB	\$23,973	\$23,524	
#14 - CV14526 - 2017 Chevrolet Traverse, AWD, 4 door LS, 3.6L/217 CID Gas V6, 6-Speed Automatic	NB	\$25,813	\$25,706	
#15 - 12M53 - 2017 Chevrolet Colorado, 2WD, Extended Cab 128.3" WT, 2.5L/150 CID Gas I4, 6- Speed Automatic	GMC \$21,746	\$20,852	\$21,589	
#16 - CC15903 - 2017 Chevrolet Silverado 1500, 2WD, Regular Cab 133.0" Work Truck, 5.3L/325 CID Gas V8, 6-Speed Automatic	\$21,411	\$21,464.68	\$21,239	
#17 - CK15903 - 2017 Chevrolet Silverado 1500, 4WD, Regular Cab, 133.0" Work Truck, 5.3L/325 CID Gas V8, 6-Speed Automatic	\$34,822	\$24,750	\$25,358	
#18 - CC25903 - 2017 Chevrolet Silverado 2500 HD, 2WD, Regular Cab, 133.6" Work Truck, 6.0L/364 CID Gas/Ethanol V8, 6-Speed Automatic	GMC \$23,939	\$24,854.30	\$23,716	
#19 - CK25903 - 2017 Chevrolet Silverado 2500 HD, 4WD, Regular Cab 133.6" Work Truck, 6.0L/364 CID Gas/Ethanol V8, 6-Speed Automatic	GMC \$27,336	\$27,999.36	\$26,892	
#20 - CK25743 - 2017 Chevrolet Silverado 2500HD, 4WD, Crew Cab, 153.7" Work Truck, 6.0L/364 CID Gas/Ethanol V8, 6-Speed Automatic	GMC \$29,284	\$30,116.50	\$29,007	
#21 - CK25953 - 2017 Chevrolet Silverado 2500HD, 4WD, Double Cab, 158.1", 6.0L/364 CID Gas/Ethanol V8, 6-Speed Automatic	GMC \$28,695	\$29,674.40	\$28,076	

COMPANY	TODD WENZEL	HANK GRAFF	BERGER CHEVROLET	
#22 - CG23405 - 2017 Chevrolet Express Cargo Van, RWD, 2500 135", 4.8L/2934 CID Gas V8, 6- Speed Automatic	GMC \$21,610	\$21,698	\$21,944	
#23 - CG33405 - 2017 Chevrolet Express Cargo Van, RWD, 3500 135", 6.0L/364 CID Gas/Ethanol V8, 6-Speed Automatic	GMC \$25,106	\$25,161	\$25,408	
#24 - CG33705 - 2017 Chevrolet Express Cargo Van, RWD, 3500 155", 6.0L/364 CID Gas/Ethanol V8, 6-Speed Automatic	GMC \$25,902	\$25,958	\$26,298	
State of Michigan New Vehicle Dealer License Number	A 3730	A 1642	A 000042	
Signature Page	OK	OK	OK	
Exceptions	OK	OK	OK	
	10 1C 1E	10 1C 1E	10 1C 1E	