

**GENESEE COUNTY BOARD OF COMMISSIONERS**

**2015-16**

**ITEMS FOR BOARD ACTION  
Monday, July 20, 2015 @ 9:00 a.m.**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. INVOCATION**
- IV. PLEDGE TO THE FLAG**
- V. APPROVAL OF MINUTES – July 7, 2015**
- VI. PUBLIC ADDRESS BOARD**
- VII. COMMUNICATIONS**

**APPOINTMENTS**

**BISHOP INTERNATIONAL AIRPORT AUTHORITY BOARD**

Choose One (1) for a partial three-year term expiring 12/31/16:

- Jay W. Freeman
- Anoop Todd

**BOARD OF HEALTH**

Choose One (1) for a five-year term, expiring 06/30/20:

- Commissioner Brenda Clack (Incumbent)

**GST MICHIGAN WORKS! GOVERNING BOARD**

Choose Two (2) board members and Two (2) alternates:

- Commissioner Bryant W. Nolden
- Commissioner Michael Lynch
- Commissioner Brenda Clack (Alternate)
- Commissioner Ted Henry (Alternate)

**VIII. REPORTS**

**BOARD OF COMMISSIONERS**

**Jamie W. Curtis, Chairperson**  
**Bryant Nolden, Vice Chairperson**

- 15-254* B01 Resolution amending 2015 Board Procedures and Purchasing Regulations  
Report from Chairperson

**COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE**

**Tony Brown, Chairperson**  
**Michael Lynch, Vice Chairperson**

- 15-255* C01 Resolution approving transfer of Community Development Block Grant Program Funds
- 15-256* C02 Resolution approving White Goods Recycling Event – Site and Service Agreements
- 15-257* C03 Resolution approving Household Hazardous Waste Collection Event – Site Agreement
- 15-258* C04 Resolution approving Latex Paint Recycling Service Agreements  
Report from Chairperson

**FINANCE COMMITTEE**

**Mark Young, Chairperson**  
**Bryant Nolden, Vice Chairperson**

- 15-259* F01 Resolution authorizing 67<sup>th</sup> District Court staffing changes
- 15-260* F02 Resolution authorizing Friend of the Court overnight travel
- 15-261* F03 Resolution ratifying expedited action approving Prosecutor's submission of Title IV-D Cooperative Reimbursement Contract Amendment Application
- 15-262* F04 Resolution ratifying expedited action approving Veteran's Services Department line item transfer and software purchase

15-263 F05 Resolution authorizing Plante Moran FMS implementation consulting services

15-264 F06 Resolution authorizing audit of the Register of Deeds Automation Fund for FY 2013-2014 (On agenda with consent of Board and Committee Chairpersons)

Report from Chairperson

#### **GOVERNMENTAL OPERATIONS COMMITTEE**

**Bryant Nolden, Chairperson**

**Mark Young, Vice Chairperson**

15-265 G01 Resolution approving payment of County bills

15-266 G02 Resolution approving \$300,000 of DTRF surplus to finance demolition of the Ramada Inn Property on Pierson Road

15-267 G03 Resolution approving Health Department website development contract with 3Sixty Interactive

15-268 G04 Resolution ratifying collective bargaining agreement with Teamsters 214, Parks Maintenance, expiring 6/30/18

15-269 G05 Resolution approving FY 2016 extensions for Genesee-Shiawassee Michigan Prisoner Reentry and Saginaw Area Prisoner Reentry contracts with MDOC

Travel Claims

Report from Chairperson

#### **HUMAN SERVICES COMMITTEE**

**Brenda Clack, Chairperson**

**Pegge Adams, Vice Chairperson**

15-270 H01 Resolution authorizing contract amendment for Community Development Block Grant funds to GCCARD

15-271 H02 Resolution ratifying expedited action authorizing GCCARD acceptance of \$32,500 grant funding from the Flint and Genesee Chamber of Commerce

- 15-272 H03 Resolution authorizing GCCARD contract amendment with Oakland Livingston Human Service Agency Head Start agreement
- 15-273 H04 Resolution authorizing Health Department employee overnight travel (Ann Goldon)
- 15-274 H05 Resolution adopting *Revised Agreement and Charter of the GST Michigan Works! Governing Board Interlocal Agreement* (On agenda with consent of Board and Committee Chairpersons)

Report from Chairperson

**PUBLIC WORKS COMMITTEE**

**Michael Lynch, Chairperson**  
**Tony Brown, Vice Chairperson**

- 15-275 P01 Resolution approving Extension to the Library Maintenance Agreement for electronic legal research and printed publications with West Publishing Corporation
- 15-276 P02 Resolution authorizing the Drain Commissioner to purchase two R520 Servers, a Computer Backup Battery Supply, and to contract for modifications to the Drain Office Computer Room, and to eliminate two Temporary Drain Engineering Assistants from the FY2014-15 Drain Office budget
- 15-02 P03 Amendment of Article 22 of County Sewer Use Ordinance
- 15-277 P04 Resolution pledging Full Faith and Credit for Mistiguay Creek Intercounty Drain Notes, Series 2015
- 15-278 P05 Resolution approving to fill LPN Position at GVRC

Report from Chairperson

**LAUDATORY RESOLUTIONS/PROCLAMATIONS**

- 15-L35 Downtown Flint Optimist 80<sup>th</sup> Anniversary
- 15-L36 Eagle Scout William B. Henry, II

**IX. UNFINISHED BUSINESS**



**X. NEW AND MISCELLANEOUS BUSINESS**

**XI. OTHER BUSINESS**

**XII. ADJOURNMENT**

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

WHEREAS, this Board of Commissioners of Genesee County, Michigan, adopted the *"2015 Procedures Applicable to the Genesee County Board of County Commissioners and the Board's Standing Committees"* (*"the Procedures"*) in Resolution no. 15-232, as the governing instructions for identifying the processes and procedures to be followed for agenda items and other requests for approval from the Genesee County Board of County Commissioners for calendar year 2015; and

WHEREAS, this Board failed to address certain inconsistencies created between the newly adopted Procedures and the existing Purchasing Regulations, said Regulations being the governing document for purchasing processes and standards; and

WHEREAS, it is the intent of this Board to have consistent, efficient processes and procedures for county departments to follow for submitting requests for approval, and for procurements.

NOW, THEREFORE, BE IT RESOLVED that the sections of the document entitled *2015 Procedures Applicable to the Genesee County Board of Commissioners and the Board's Standing Committees (the 2015 Procedures)* identified below are hereby amended to read in their entirety as stated below, with additions thereto being indicated, here only, by bold text, and deletions being indicated by strikethrough text.

Page 7:

PUBLIC WORKS COMMITTEE (PW)

Chair/Vice Chair: Michael Lynch/Tony Brown  
Secretary/Stenographer Connie Parker  
Usual Meetings: Twice a month, Monday, 9:15 a.m.

Public Works Committee:

The Public Works Committee processes all budgeted capital outlay over \$5,000.00, requiring a procurement contract for building and grounds activity, drain and sewer activities and County property issues.

To the extent not covered in the responsibilities of one of the other Committees, the Public Works Committee will be responsible for recommendations regarding:

- Acquisition or disposition of real property.
- Courthouse Square issues.
- Road Commission issues.
- Procurement contracts of ~~\$10,000~~ **\$5,000** or more.
- ~~Procurement contracts of \$5,000, but less than \$10,000 requiring a minimum of three (3) written bids.~~
- Building safety issues.
- Miscellaneous activities relating to assigned Departments.

The Public Works Committee serves as the Parent Committee for those Departments assigned below:

Building & Grounds	County Clerk's Office
<del>Drain Commission</del> <b>Commissioner</b>	Genesee Valley Regional Center
Parks & Recreation	Purchasing <b>Division – Controller</b>
Register of Deeds	Road Commission

BE IT FURTHER RESOLVED that all references to "Corporation Counsel" in the *2015 Procedures* are hereby replaced with "the Civil Division of the Office of the Prosecuting Attorney."

BE IT FURTHER RESOLVED, that this Board's Coordinator shall update the *2015 Procedures* document to include the above adopted amendments, and retile the document, *Amended 2015 Procedures Applicable to the Genesee County Board of Commissioners and the Board's Standing Committees*, and disseminate this Resolution

and the *Amended 2015 Procedures* to all department heads.

BE IT FURTHER RESOLVED, that the Genesee County Purchasing Regulations shall be amended as follows:

1. Subsection 1-301(30) is hereby deleted in its entirety and replaced with the following:

*Controller* means the Genesee County Controller or a County employee designated by the Controller in writing to act on his behalf on County purchasing matters.

2. All remaining instances of the term "Purchasing Director" throughout the Purchasing Regulations shall be replaced with "Controller".
3. Section 2-101 is hereby deleted in its entirety and replaced with the following:

[RESERVED.]

4. Section 3-104 is hereby deleted in its entirety and replaced with the following:

**Small Purchases**

(1) *General.* Except as provided in 3-105 below, any contract not exceeding \$30,000 per contract year may be made in accordance with the Small Purchase procedure authorized in this Section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this Section. No contract shall be approved unless the purchase is covered by an existing budgetary line item within the Using Department's budget and sufficient funds have been appropriated to cover the purchase.

(2) *Small Purchases over \$5,000.* For small purchases over \$5,000, the Using Department shall solicit no less than three business to submit quotations to provide the good or service sought, and submit such quotations to the Controller for evaluation. Such businesses to be solicited shall include, but not necessarily be limited to, local businesses, if qualified local businesses exist, in order to ensure that there will be full participation of all segments of the local business and contracting community. Upon a recommendation from the Controller, the County Board may award the contract to the business offering the lowest acceptable quotation. Relative qualifications may be considered as well as quoted fees, however, in awarding contracts for services. The names of the

businesses submitting quotations, and the date and amount of each quotation, shall be recorded and maintained as a public record. Unless the funding source for the contract prohibits such preferences, if the most favorable quotation is submitted by a business other than a Genesee County Business or Veteran-Owned Business, the Controller shall afford the Preferred Business who submitted the lowest quotation that is within 5% of the most favorable quotation an opportunity to amend their quotation, and the amended quotation shall be included in the Controller's recommendation to the Board.

(3) *Small Purchases between \$1,000 and \$5,000.* For small purchases between \$1,000 and \$5,000, the Using Department shall solicit no less than three business to submit quotations to provide the good or service sought, and submit such quotations to the Controller for evaluation. Such businesses to be solicited shall include, but not necessarily be limited to, local businesses, if qualified local businesses exist, in order to ensure that there will be full participation of all segments of the local business and contracting community. The Controller shall award the contract to the business offering the lowest acceptable quotation. Relative qualifications may be considered as well as quoted fees, however, in awarding contracts for services. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be recorded and maintained as a public record. Unless the funding source for the contract prohibits such preferences, if the most favorable quotation is submitted by a business other than a Genesee County Business or Veteran-Owned Business, the Controller shall afford the Preferred Business who submitted the lowest quotation that is within 5% of the most favorable quotation an opportunity to amend their quotation, and the amended quotation shall be considered.

(4) *Small Purchases less than \$1,000.* The Controller is authorized to approve Small Purchases of less than \$1,000, where the purchase is covered by an existing budgetary line item and sufficient funds have been appropriated to cover the purchase. The Controller shall adopt operational procedures for making such small purchases of \$1,000 or less that provide for obtaining adequate and reasonable competition for the supply, service, or construction being purchased. Further, such operational procedures shall require the preparation and maintenance of written records adequate to document the

competition obtained, properly account for the funds expended, and facilitate an audit of the small purchase made.

5. Section 3-105 is hereby deleted in its entirety and replaced with the following:

[RESERVED.]

6. Section 3-108 is hereby deleted in its entirety and replaced with the following:

**Sole Source Procurement**

A contract may be awarded without competition when the Controller determines, after conducting a good faith review of available sources and existing equipment, that:

- (1) there is only one source for the required supply, service, or construction item; or
- (2) the chosen source is the best choice in the interests of equipment standardization and efficient operations.

When the contract amount is less than \$5,000, the contract may be awarded by the Controller. Where the contract amount is greater than \$5,000, the Board of Commissioners may award the contract. The Controller shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, and a listing of the item(s) procured under each contract.

BE IT FURTHER RESOLVED that the Purchasing Department is hereby reorganized into the Controller's Office.

BE IT FURTHER RESOLVED that the County Controller, in consultation with the Civil Division of the Prosecuting Attorney's Office, shall update the Purchasing Regulations to include the preceding amendments, and shall distribute the updated document to all county departments.

BOARD OF COMMISSIONERS

B\_\_\_\_\_  
CDB:ag  
07-15-15  
07-20-B01

B01

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE  
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

WHEREAS, the Genesee County Metropolitan Planning Commission has  
requested the following fund transfers within the Community Development Block Grant  
Consolidated Plan:

- Transfer \$30,862.06 from 2014 Mt. Morris Township Code Enforcement, Activity  
#2091, to Ramada Demolition;
- Transfer \$6,526.50 from 2014 Mt. Morris Township Street Improvements, Activity  
#2102, to Ramada Demolition.

NOW THEREFORE, BE IT RESOLVED, by this Board of Commissioners  
of Genesee County, Michigan, that, for the reasons explained in the memorandum  
request dated July 13, 2015, on file with the minutes of the July 13, 2015, meeting of the  
Community & Economic Development Committee, the requested fund transfers are  
approved, and that the Genesee County Metropolitan Planning Commission is  
authorized to transfer the funds.

COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

C0701315VIA  
ACT:ag  
07-16-15  
07-20-C01

C01

15-256

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE  
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

NOW THEREFORE, BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Genesee County Metropolitan Planning Commission to approve the Site Agreement with Carman-Ainsworth Community Schools and the Service Agreements with Rapid Recovery, Inc., and Great Lakes Recycling, said agreements being for the white goods recycling event to be held on Saturday, September 26, 2015 at the Carman-Ainsworth Middle School, is approved, and the Chairperson is authorized to execute the Agreements on behalf of Genesee County, Michigan (a copy of the memorandum request dated July 13, 2015, and the Site and Service agreements being on file with the minutes of the July 13, 2015, meeting of the Community & Economic Development Committee).

COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

C071315IXA  
ACT:ag  
07-16-15  
07-20-C02

C02



15-257

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE  
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

NOW THEREFORE, BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Genesee County Metropolitan Planning Commission to approve the Site Agreement for the Household Hazardous Waste Collection Event with Serra Works of Court Street, LLC, for a household hazardous waste collection event scheduled to occur on Saturday, October 17, 2015 at the former Showcase Cinema East, is approved, and the Chairperson is authorized to execute the Site Agreement on behalf of Genesee County, Michigan (a copy of the memorandum request dated July 13, 2015, and Site Agreement being on file with the minutes of the July 13, 2015, meeting of the Community & Economic Development Committee.

COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

C071315IXA  
ACT:ag  
07-16-15  
07-20-C03

C03

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE  
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

NOW THEREFORE, BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Genesee County Metropolitan Planning Commission to approve the latex paint recycling service agreements with Genesee County Habitat for Humanity and ePaint, LLC, is approved, and the Chairperson is authorized to execute the service agreements on behalf of Genesee County, Michigan (a copy of the memorandum request dated July 13, 2015, and service agreements being on file with the minutes of the July 13, 2015, meeting of the Community & Economic Development Committee.

COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

C071315IXC  
ACT:ag  
07-16-15  
07-20-C04

C04

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE  
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request of the 67<sup>th</sup> District Court Director of Court Operations to authorize the following administrative staffing changes is approved (a copy of the memorandum request dated May 29, 2015, and supporting documentation being on file with the official records of the July 7, 2015, meeting of the Finance Committee):

- Eliminate a court specialist position;
- Establish an appointed, full-time, non-union position of Deputy Director of Court Operations with a salary of \$69,500, to be appointed by the Chief Judge of the Seventh Circuit Court; and
- Increase the salary of the existing Clerk of the Court/Magistrate position to \$69,500.

FINANCE COMMITTEE

F070715VIA  
CDB/ag  
07-15-15  
07-20-F01

F01

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE  
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County,  
Michigan, that the request by the Friend of the Court to attend the Summer Friend of the  
Court Seminar in Midland, Michigan, from July 27 through July 30, 2015, is approved (a  
copy of the memorandum request dated June 15, 2015, being on file with the official  
records of the July 7, 2015, meeting of the Finance Committee of this Board).

FINANCE COMMITTEE

F070715VIIB  
CDB/ag  
07-15-15  
07-20-F02

F02

15-261

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE  
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, ratifies the expedited action taken July 7, 2015, by the Finance Committee of this Board approving the request by the Office of the Prosecuting Attorney to authorize submission of the Title IV-D Cooperative Reimbursement Contract Amendment Application for the fiscal year 2015-2016 (a copy of the memorandum request dated June 30, 2015, being on file with the official records of the July 7, 2015, meeting of the Finance Committee of this Board).

FINANCE COMMITTEE

F070715VIIC  
CDB/ag  
07-15-15  
07-20-F03

F03

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE  
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, ratifies the expedited action taken July 7, 2015, by the Finance Services Committee of this Board approving the request by the Director of the Department of Veterans Services to authorize a line item transfer of \$13,000 from 894.00.00.6820.65045.000 (Building Improvement) to 894.00.00.6820.35055.000 (Supplies Software) and purchase of software and licenses needed to put all Veterans Administration files on a data base and eliminate paper files (a copy of the memorandum request dated June 18, 2015, being on file with the official records of the July 7, 2015, meeting of the Finance Committee of this Board).

FINANCE COMMITTEE

F070715VIID  
CDB/ag  
07-15-15  
07-20-F04

F04

15-263

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE  
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County,  
Michigan, that the request of the County Controller to authorize continuing the Financial  
Management System implementation consulting services being provided by Plante  
Moran, is approved, and this Board's Chairperson is authorized to execute the  
Agreement on behalf of Genesee County (a copy of the memorandum request dated  
July 1, 2015, and Project Agreement being on file with the official records of the July 7,  
2015, meeting of the Finance Committee of this Board).

FINANCE COMMITTEE

F070715VIIIE  
CDB/ag  
07-15-15  
07-20-F05

F05

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE  
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Clerk/Register to authorize an independent financial audit of the Register of Deeds Automation Fund for fiscal year 2013-2014 is approved.

BE IT FURTHER RESOLVED, that the Controller, in his capacity as the Purchasing Director, is authorized to award a contract for the performance of the above referenced audit to the firm Gabridge & Co., 3940 Penisular Drive, Suite 130, Grand Rapids, MI 49546, at a cost not to exceed \$2800, and that this Board's Chairperson is authorized to execute a contract on behalf of Genesee County with Gabridge & Co. that substantially complies with the proposed services contract, both award and execution approved on condition that the following amendment is included in the contract:

This services contract is solely for the audit of the Automation Fund 2013-2014 fiscal year. Any further work to be performed for other fiscal years must be contracted for, and approved, on a case by case basis.

(a copy of the memorandum request dated June 19, 2015, and the proposed services agreement dated July 7, 2015, shall be placed on file with the official records of the July 20, 2015, meeting of the Finance Committee of this Board).

FINANCE COMMITTEE  
(On agenda with consent of Board and Committee Chairpersons)

F\_\_\_\_\_  
CDB:ag  
07-16-15  
07-20-F06

F06



15-265

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE  
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, allows and authorizes the payments of bills, claims, and obligations for the County of Genesee in the amount of \$29,907,505.70 for the period ending June 19, 2015, including \$190,663.33 from the General Fund; in the amount of \$1,849,866.19 for the period ending June 26, 2015, including \$116,247.73 from the General Fund; and in the amount of \$533,902.37 for period ending July 3, 2015, including \$95,443.73 from the General Fund.

GOVERNMENTAL OPERATIONS COMMITTEE

G071315VIA  
ACT:ag  
07-16-15  
07-20-G01

G01

15-266

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE  
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County,  
Michigan, that the request by the Treasurer to approve the use of \$300,000 of  
Delinquent Tax Revolving Fund surplus funds to complete financing of the demolition of  
the Ramada Inn Property on Pierson Road is approved (a copy of the undated  
memorandum request from the Treasurer being on file with the official records of the  
July 13, 2015, meeting of the Governmental Operations Committee of this Board).

GOVERNMENTAL OPERATIONS COMMITTEE

G071315VIIC  
ACT:ag  
07-16-15  
07-20-G02

G02

15-267

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE  
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Health Officer to approve the website development contract with 3Sixty Interactive is approved, and that the Chairperson is authorized to execute the contract on behalf of Genesee County (a copy of the memorandum request dated July 13, 2015, and web development contract being on file with the official records of the July 13, 2015, meeting of the Governmental Operations Committee of this Board).

GOVERNMENTAL OPERATIONS COMMITTEE

G071315VIID  
ACT:ag  
07-16-15  
07-20-G03

G03

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE  
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

WHEREAS, the Genesee County Human Resources Director has negotiated a proposed Tentative Collective Bargaining Agreement, concluding June 30, 2018, with the International Brotherhood of Teamsters, Local 214 Parks Maintenance, many of the provisions of said Agreement being summarized in the outline document captioned:

**TENATIVE AGREEMENT HIGHLIGHTS  
TEAMSTERS 214 PARKS MAINTENANCE**

(a copy of which is on file with the official records of the July 13, 2015, meeting of the Governmental Operations Committee of this Board).

NOW, THEREFORE, BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the aforesaid Tentative Collective Bargaining Agreement as negotiated by the Human Resources Director is hereby approved and ratified, and the Human Resources Director is authorized and directed to sign the Collective Bargaining Agreement document for and on behalf of Genesee County, Michigan, and to deliver a copy of the Agreement document, when signed by all parties thereto, to the County Clerk, who is hereby directed to place a copy of the fully signed Agreement document on file with the official proceedings of this Board.

GOVERNMENTAL OPERATIONS COMMITTEE

G071315VIID  
ACT:ag  
07-16-15  
07-20-G04

G04

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE  
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the expedited action taken July 13, 2015, by the Governmental Operations Committee approving the request by the Director of Community Corrections to approve the FY 2016 extension of the Genesee-Shiawassee Michigan Prisoner Reentry ("MPR") contract and the Saginaw Area Prisoner Reentry ("SPR") contract, both contracts being with the Michigan Department of Corrections, is hereby ratified, and that the execution of the contracts by the Chairperson on behalf of Genesee County is also ratified (a copy of the memorandum request dated July 13, 2015, being on file with the official records of the July 13, 2015, meeting of the Governmental Operations Committee of this Board).

GOVERNMENTAL OPERATIONS COMMITTEE

G071315VIIF  
ACT/ag  
07-16-15  
07-20-G05

G05

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE  
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Executive Director of the Genesee County Community Action Resource Department ("GCCARD") to authorize acceptance of the contract amendment for Emergency Repair Services funded by the City of Flint Community Development Block Grant, said amendment extending the term of the contract through February 29, 2016, is approved (a copy of the memorandum request dated July 7, 2015, and a copy of the amendment document being on file with the official records of the July 7, 2015, meeting of the Human Services Committee of this Board), and the Executive Director is authorized to execute, as necessary, the amendment agreement on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H070715VIA2  
CDB/ag  
07-14-15  
07-20-H01

H01

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE  
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, ratifies the expedited action taken July 7, 2015, by the Human Services Committee of this Board approving the request by the Executive Director of the Genesee County Community Action Resource Department ("GCCARD") to authorize acceptance of grant funding in the amount of \$32,500 from the Flint and Genesee Chamber of Commerce for the Summer Youth Initiative Program, said program to run from June 25 through August 28, 2015 (a copy of the memorandum request dated July 7, 2015, grant award notification, and other supporting documentation being on file with the official records of the July 7, 2015, meeting of the Human Services Committee of this Board), and the Executive Director is authorized to execute, as necessary, the grant award agreement on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H070715VIIA3  
CDB/ag  
07-14-15  
07-20-H02

H02

15-272

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE  
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Executive Director of the Genesee County Community Action Resource Department ("GCCARD") to authorize acceptance of the amendment to the contract GCCARD - Oakland Livingston Human Service Agency Head Start Fiscal and Personnel Agreement, said amendment extending the term of the contract through the 2015-2016 school year and detailing the personnel costs for the time period, is approved (a copy of the memorandum request dated July 7, 2015, and a copy of the amendment document being on file with the official records of the July 7, 2015, meeting of the Human Services Committee of this Board), and the Executive Director and Chairperson of this Board are authorized to execute, as necessary, the amendment agreement on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H070715VIA4  
CDB/ag  
07-14-15  
07-20-H03

H03



TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE  
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Health Officer to authorize the overnight travel of Health Department employee, Health Educator Ann Goldon, to attend the Tobacco Free Michigan Board Retreat in Shelbyville, Michigan, for the period August 10-11, 2015, at no cost to the County, is approved (a copy of the memorandum request dated July 7, 2015, and supporting documentation being on file with the official records of the July 7, 2015, meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H070715VIIB1  
CDB/ag  
07-14-15  
07-20-H04

H04

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE  
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County,  
Michigan, that the *Revised Agreement and Charter of the GST Michigan Works!  
Governing Board Interlocal Agreement* (the "Agreement"), a copy of which is attached to  
this Resolution, is hereby approved and adopted, effective immediately, and the  
Chairperson of this Board is authorized to execute the Agreement on behalf of Genesee  
County.

HUMAN SERVICES COMMITTEE  
(On agenda with consent of Board and Committee Chairpersons)

H\_\_\_\_\_  
CDB/ag  
07-15-15  
07-20-H05

H05

**REVISED AGREEMENT AND CHARTER  
OF THE  
GST MICHIGAN WORKS!  
GOVERNING BOARD INTERLOCAL AGREEMENT  
BETWEEN  
GENESEE COUNTY BOARD OF COMMISSIONERS  
HURON COUNTY BOARD OF COMMISSIONERS  
LAPEER COUNTY BOARD OF COMMISSIONERS  
SANILAC COUNTY BOARD OF COMMISSIONERS  
SHIAWASSEE COUNTY BOARD OF COMMISSIONERS  
AND  
TUSCOLA COUNTY BOARD OF COMMISSIONERS**

**ARTICLE 1: ESTABLISHMENT OF THE BOARD**

A. Pursuant to the Michigan Constitution of 1963, Article VII, Section 28, and 1967 PA 7, as amended, being MCLA. 124.501, et seq., the Thumb Area Employment Training Consortium, as established through an Urban Cooperation Agreement initially approved and entered into by the mutual agreement of the duly elected legislative bodies of the Counties of Huron, Lapeer, Sanilac and Tuscola, Michigan in 1999, is hereby renamed the "GST Michigan Works!" ("Agency"), and is expanded to add the Counties of Genesee and Shiawassee, and is revised in its entirety; and the established public Agency shall continue as a separate legal entity and public body corporate pursuant to the Urban Cooperation Act and this Agreement.

B. If an additional county wishes to join the GST Michigan Works!, such a consolidation must meet provisions of the Act. As a prerequisite, such a consolidation request must be approved by a majority of the then participating counties if St. Clair County seeks to join; and the request must be approved by all of the then participating counties if any county other than St. Clair County seeks to join. Approval of requests to join will not be unreasonably withheld. The requesting county must agree to any the terms and conditions required by the Governing Board, as well as agree to the terms of this intergovernmental Agreement. To become an equal partner, at a minimum, a new county joining the GST Michigan Works! must make commitments:

1. To sufficiently support programming consistent with the other counties.
2. For the provision of any local funding equivalent in per capita and level consistent with the other counties.

If a County is added, its representation on the Governing Board will be at the same level as the existing county member with the fewest Board members, unless all of the existing counties agree to another level.

## ARTICLE 2: DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings respectively designated for each:

1. ACT means the Workforce Innovation and Opportunity Act (WIOA) of 2014 (29 USC 3101 *et seq*; P.L. 113-128) and any successor legislation.
2. AGENCY BOARD means the GST Michigan Works! Governing Board.
3. AGENCY or Administration means the GST Michigan Works!.
4. CHIEF ELECTED OFFICIALS means, for the purposes of the Act, the Agency Board, as provided by Section 3(9)(B) of the Act [29 USC 3102(9)(B)].
5. REGION or REGIONAL means the State of Michigan Counties of Genesee, Huron, Lapeer, Sanilac, Shiawassee and Tuscola, and any additional Counties that may be added as provided in Article 1, B, of this Agreement.
6. WDB means GST Michigan Works! Workforce Development Board and any successor board or organization.

## ARTICLE 3: PURPOSE OF THE AGENCY

The AGENCY shall carry out the provisions of the Act and the regulations promulgated in relation thereto, in order to prepare the region's workforce for employment opportunities in order to meet local employer demand. The AGENCY shall work closely with employers to determine future skill requirements and assist in filling available openings. To prepare the workforce, the AGENCY will provide job training and employment opportunities for eligible customers in the AGENCY's six county local area, and shall, to the maximum extent possible, ensure that training and other services lead to employment opportunities and enhance self-sufficiency by establishing flexible local programs. The AGENCY shall carry out, or shall contract for, programs and other services as required. The AGENCY may receive funding from sources other than the Act in order to provide programs and/or services or to contract for programs and/or services for the purposes stated hereunder.

## ARTICLE 4: LIABILITY-ASSETS AND SERVICE DELIVERY AREA

Each county that is a party to this Agreement during a year when the state and/or federal government paid money to the AGENCY that such state and/or federal government is later entitled to recover, shall be liable for a proportionate share of that recovery based on a percentage equal to the percentage of the population of their county to the total population of the Region as determined by the most recent ten (10) year census (e.g., if a county's population

is 20% of the Region's total population, the county's proportionate share will be 20% of the total sum due). Other than such proportionate liability to the state and/or federal government, no county that is a party to this Agreement shall have any liability for the debts, expenses or liabilities of the AGENCY. In the event of a termination of the AGENCY, its assets after dissolution expenses shall be divided based on a percentage equal to the percentage of the population of each county to the total population of the Region and distributed to the counties that are current parties to this Agreement at the time of dissolution, regardless of the actual contribution made by those counties.

The service delivery area shall be as stated below:

	<u>*Population</u>	<u>Percentage</u>
Genesee County.....	425,790	59%
Huron County.....	33,118	5%
Lapeer County.....	88,319	12%
Sanilac County.....	43,114	6%
Shiawassee County.....	70,648	10%
Tuscola County.....	55,729	8%
TOTAL	716,718	100%

\*Based on most recent (2010) census figures available from the Bureau of Labor Market Information and Strategic Initiatives for the State of Michigan.

#### ARTICLE 5: ESTABLISHING OF AGENCY BOARD

The Agency Board shall consist of two (2) members from each county who is represented in this agreement. Said members shall be duly elected county commissioners, appointed by the County Board of Commissioners on which they serve. Alternates may be appointed by the boards of commissioners who shall act with full authority in the absence of the regular commissioner appointee. The alternate(s) shall be a county commissioner(s) or county administrator. Each County Board of Commissioners shall establish its own rules and procedures for selecting eligible representatives to the Board. Board members and alternates may be removed at the will of the County Board of Commissioners which appointed them.

The members of the Agency Board shall be the Chief Elected Officials for the service delivery area.

Organization of AGENCY Board: The Board shall convene on the first Friday of the next month following when this Agreement takes effect. At that time, the Board shall elect officers from among its members. These officers shall serve until the next meeting held in the succeeding January, when a new election shall take place. After the first election, all Board officers shall serve for one (1) year thereafter, and shall be eligible to serve for additional terms if elected. The Board shall be empowered to adopt rules of order that do not conflict with any provision of this Agreement, express or implied. In each meeting held in January, the Board shall set meeting dates, time and place for the remainder of the year for Board meetings.

Meetings of the AGENCY Board: The Board shall meet in an established place which is accessible to the public, and shall schedule at least four (4) regular meetings in each year, with no more than one (1) regular meeting in any given month. The initial location of the business office of the AGENCY shall be 3270 Wilson Street, Marlette, MI 48453, and may be changed from time to time by the Board. Special meetings of the Board may be called upon the request of any three (3) Board members to the Board Chairperson, submitted in writing a minimum of twenty-four (24) hours prior to the time requested for such a meeting, and upon notification to all Board members. Any special meetings of the Board which are convened shall be limited in scope to discussion of the specific issue for which the meeting was called and notice given. A quorum, as defined in ARTICLE 6, Number 3, shall be required for all meetings. The Open Meetings Act, 1976 PA 267, as amended, shall be complied with and the secretary to the Board shall perform all functions necessary to comply with said Act.

In the event that a quorum is not present at a regularly scheduled meeting, the Board may reconstitute itself as a Committee of the Whole for the purposes of discussion only.

ARTICLE 6: POWERS, DUTIES AND RESPONSIBILITIES OF THE AGENCY BOARD.

The powers, duties and responsibilities of the Board shall be:

1. To establish in conjunction with the WDB, a regional administration and to provide for the hiring and general supervision of a President and CEO who shall be the executive(s)/manager(s) of that administration.
2. To approve, disapprove, modify or amend the service delivery plans developed by the Administration staff and, together with the WDB, submit approved plans to the appropriate authorities. Said plan shall:
  - a. Set forth a description of the services to be provided and performance goals, assure that such services will be administered by or under the supervision of the Board and WDB, describe the geographical area to be served, and assure that to the maximum extent feasible, services will be provided to those individuals who need them most.
  - b. Assure that any monies received for implementation of programs comply with the Act and other funding source requirements.
  - c. Provide assurances that programs/services will be designated for in-demand occupations in which skill shortages exist and that the training will, whenever possible, result in employment which provides economic self-sufficiency as required by the Act.

3. A quorum shall consist of at least fifty-one percent (51%), which equates to 7 (seven) Board members and/or alternates. A quorum shall be required in order to conduct business. A majority of affirmative votes shall be required in order to pass any motion or resolution. Votes on all measures shall be recorded by the secretary.
4. To review, approve, disapprove, modify or amend a budget for all operations in each fiscal year.
5. The Chairperson of the Board, or in his/her absence, the Vice-Chairperson, is hereby granted the power to sign, execute and do all things incident and necessary to properly submit grant applications and any necessary modifications thereto regarding the Act, or other grants. The Chairperson, or in his/her absence, the Vice-Chairperson, shall also have the power to sign all documents, including, but not limited to, contracts.
6. To implement and operate or to contract for implementation and operation of programs and services approved by the Board and WDB.
7. To request from the AGENCY regular reports concerning the status, both financial and operational, of all AGENCY programs.
8. The Board and WDB are prohibited from deficit financing and have no authority to tax or to borrow.
9. To obtain liability insurance.

#### ARTICLE 7: STRUCTURE OF THE REGIONAL ADMINISTRATION

The local Administration may be composed of a President and a CEO, who shall be the executives/managers of the Administration and other subordinate staff deemed necessary to facilitate the planning, implementation, operation, monitoring and evaluation of programs for the region. The President and CEO will serve at the pleasure of the Board. The President and CEO of the Administration are empowered to fill all staff positions provided for in the Administration budget. Subordinate staff may be removed from employment by the President and/or CEO.

#### ARTICLE 8: ESTABLISHMENT, DUTIES AND RESPONSIBILITIES OF THE WDB

The WDB shall consist of the number of members established in its By-Laws appointed by the Agency Board from the public and private sectors in accordance with the procedures established in the WIOA and/or in amendments thereto, and successor legislation rules and regulations promulgated pursuant to the WIOA, and by the State of Michigan Workforce Development Agency.

The WDB shall appoint a chairperson from among its members, as required by the Act. The WDB shall submit recommendations regarding overall programs, plans and basic goals, policies and procedures to the Board. The WDB shall also provide oversight review of employment, training, education and/or economic development programs conducted in the region by the AGENCY, as well as a continuous analysis of needs for employment, training and related services in the six county local area. The WDB shall perform such other duties as required by the Act.

The By-Laws of the WDB and any amendments thereto shall not become effective until ratified by the Board.

ARTICLE 9: DUTIES AND RESPONSIBILITIES OF THE ADMINISTRATION

The Administration shall have the following duties and responsibilities and such other duties as may be required or directed by the Board and/or WDB from time to time:

1. To prepare plans as directed by the Board and the WDB for the region which:
  - a. address the skill requirements of the workforce in the region and work with employers to cooperatively meet their hiring needs,
  - b. assess the employment and training potential of the regional labor market,
  - c. assure that outreach work occurs which makes both the business sector and citizens of the region aware of the availability of services,
  - d. provide for orientation, counseling, education and institutional and work-based skill training designed to prepare individuals living in the region to enter the regional labor market or to qualify for more productive job opportunities in that labor market,
  - e. provide flexible training opportunities,
  - f. provide services to individuals to enable them to retain employment,
  - g. provide supportive services to enable individuals to take advantage of employment opportunities, including necessary health care and medical services, child care, residential support, or any other necessary service incident to employment and allowable within the funding source,
  - h. develop information concerning the labor market and activities,
  - i. develop progressive training, employment opportunities and related services by regionally based organizations.



2. The Administration shall develop a budget for submission to the Board and the WDB, which is prepared in accordance with federal and state guidelines and the provision of the Act.
3. The Administration shall provide professional, technical and clerical support to the Board and the WDB in all matters relating to the planning, operation, monitoring, oversight and evaluation of programs in the region.
4. The Administration shall develop and carry out a program to monitor and evaluate programs authorized by the Board and/or the WDB. It shall perform such other duties as are directed by the Board and/or the WDB.
5. The Administration shall operate all programs which are carried on under the direct authority of the Board and the WDB.

#### ARTICLE 10: DESIGNATION OF LOCAL GRANT SUB-RECIPIENT

The AGENCY shall act as the Local Grant Sub-Recipient for the acceptance of gifts, grants, assistance funds, bequests, or any other federal, state, local or private funding.

#### ARTICLE 11: DESIGNATION OF LOCAL FISCAL AGENT

The AGENCY shall act as the Local Fiscal Agent. The AGENCY shall provide for an annual independent audit of all receipts and disbursements. Said audit report shall be presented to each of the counties who are parties to this Agreement.

#### ARTICLE 12: AMENDMENT PROCEDURES

This Agreement may be amended only by mutual written agreement of the counties of Genesee, Huron, Lapeer, Sanilac, Shiawassee and Tuscola and approved by the Governor as required by the 1967 PA 7, as amended, being MCLA 124-501 et seq.

#### ARTICLE 13: TERMINATION OF AGENCY

This Agreement and the AGENCY shall continue until such time that the Act is repealed by Congress, and all necessary close out functions are completed or when its termination and/or dissolution is mutually agreed upon by the legislative bodies of each of the local governmental units composing membership in the AGENCY. However, notwithstanding the above, any governmental unit which is a party to this Agreement may withdraw from the AGENCY upon prior written notice of one hundred twenty (120) days before the end of any AGENCY fiscal year, to the respective legislative bodies composing membership in the AGENCY. However, any

withdrawing governmental unit shall remain responsible for any liability that could accrue under Article 4 of this Agreement through the fiscal year of their withdrawal.

ARTICLE 14: STATUS

The AGENCY shall have separate legal entity status, and may sue and be sued.

ARTICLE 15: CONFLICT AND AUTHORITY

If there is any conflict between the Act and this Agreement, the Act shall prevail. Each of the constituent members of the AGENCY possess the power and authority to enter into this Agreement.

ARTICLE 16: NONDISCRIMINATION

The AGENCY, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. The AGENCY shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended (MCL 37.2101 *et seq*).
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended (MCL 37.1101 *et seq*).
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 394, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USC §12101 *et seq*), as amended, and regulations promulgated thereunder.

ARTICLE 17: ARTICLE TITLES

The Titles of the ARTICLES set forth in this Agreement are inserted for the convenience and reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

ARTICLE 18: SEVERABILITY OF PROVISIONS

If any part of this Agreement is or at any time becomes invalid, unconstitutional or beyond the authority of the Board of Commissioners of the counties of Genesee, Huron, Lapeer, Sanilac,

Shiawassee and Tuscola to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the Board of Commissioners of the Counties of Genesee, Huron, Lapeer, Sanilac, Shiawassee and Tuscola.

ARTICLE 19: REPLACEMENT OF PREVIOUS AGREEMENTS

The Interlocal Agreements which were in effect prior to this agreement for Thumb Area Employment & Training Consortium and the Genesee, Shiawassee and City of Flint LEO Agreement are being replaced by this Agreement and shall be considered to be cancelled in their entirety as of the effective date of this Agreement.

ARTICLE 20: EFFECTIVE DATE OF AGREEMENT

This Agreement shall take effect following approval of the Boards of Commissioners of the counties of Genesee, Huron, Lapeer, Sanilac, Shiawassee and Tuscola, and after approval by the Governor of Michigan and the Michigan Workforce Development Agency, as required by 1967 PA 7, as amended, being MCL 124.501 *et seq.*

ARTICLE 21: AUTHORITY

Each of the signatories to this Agreement hereby certify that they possess the power and authority to execute this document.

SIGNATURE PAGE

COUNTY OF GENESEE:

By: \_\_\_\_\_

Jamie Curtis, Chairperson  
Board of Commissioners

Dated: \_\_\_\_\_

COUNTY OF HURON:

By: \_\_\_\_\_

John Nugent, Chairperson  
Board of Commissioners

Dated: \_\_\_\_\_

COUNTY OF LAPEER:

By: \_\_\_\_\_

Gary Roy, Chairperson  
Board of Commissioners

Dated: \_\_\_\_\_

COUNTY OF SANILAC:

By: \_\_\_\_\_

Justin Faber, Chairperson  
Board of Commissioners

Dated: \_\_\_\_\_

COUNTY OF SHIAWASSEE:

By: \_\_\_\_\_

Hartmann Aue, Chairperson  
Board of Commissioners

Dated: \_\_\_\_\_

COUNTY OF TUSCOLA:

By: \_\_\_\_\_

Thomas Bardwell, Chairperson  
Board of Commissioners

Dated: \_\_\_\_\_

*Drafted By:*  
*COHL, STOKER & TOSKEY, P.C.*  
*601 North Capitol*  
*Lansing, MI 48933*  
*(517) 372-9000*  
*7-14-2015*

15-275

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE  
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County,  
Michigan, that the request by the 7<sup>th</sup> Circuit Court, to approve the LMA Extension with  
West Publishing Corporation for electronic legal research and printed publications is  
approved, and that the Board Chairperson is authorized to execute the contract on  
behalf of Genesee County (a copy of the memorandum request dated July 13, 2015,  
and professional services contract being on file with the official records of the July 13,  
2015, meeting of the Public Works Committee of this Board).

PUBLIC WORKS COMMITTEE

P071315VIA  
ACT:ag  
07-16-15  
07-20-P01

P01

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE  
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Drain Commissioner to approve purchase of two R520 Servers, a computer backup battery supply, and to contract for modifications to the Drain Office computer room, is approved.

BE IT FURTHER RESOLVED, that two Temporary Drain Engineering Assistant positions in the FY 2014-15 Drain Office budget are hereby eliminated.

BE IT FURTHER RESOLVED, that the request by the Drain Commissioner to transfer \$29,000.00 from the salary line item for the eliminated positions in order to fund the purchases and contracts approved in this resolution (a copy of the memorandum request dated June 18, 2015, and being on file with the official records of the June 18, 2015, meeting of the Public Works Committee of this Board).

PUBLIC WORKS COMMITTEE

P071315VIIB  
ACT:ag  
07-16-15  
07-20-P02  
Amended

P02

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE  
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT ORDAINED, by this Board of Commissioners of Genesee County,  
Michigan, that Article 22 of Ordinance 06-05, the "County Sewer Use Ordinance," is  
hereby deleted in its entirety and replaced with the following:

**ARTICLE 22 – RATES AND CHARGES FOR SEWER SERVICE**

The following rates and charges are for sewer service provided to people and businesses by the Genesee County sewer system ("Users"). Sewer usage fees are generally paid by the User to the local municipality. But, the User may pay the County Capital Improvement Fee directly to the County Agency.

Whenever possible, the County Agency charges sewer fees based on a User's actual, metered data. Because meters that measure the quantity of wastewater discharged from a property are more costly for Users to install than meters measuring the quantity of water supplied to the property, the County Agency deems the quantity of wastewater discharged to be equal to the quantity of water supplied to the premises.

**22.1 Metering Requirements**

As a condition of connecting to the POTW, all Users, except single family detached residences, that make new connections to the POTW or that expand the scope of their use must install, at their sole expense, a County approved water meter on the water supply line to the property. All Users that change the type of their use must install, at their sole expense, a County approved water meter on the water supply line to the property.

Users that previously connected to the POTW without a water meter in place may, at their sole expense, install an approved water meter. Upon installation, the quantity of water measured by the meter shall be used to determine the quantity of wastewater discharged from the premises.

Once installed, a water meter shall not be removed or replaced without prior approval from the County Agency, and shall not be bypassed, tampered with, or otherwise made inoperable or inaccurate in any way by any person. Each water meter shall be installed, maintained in good working order, and kept calibrated at all times by the User, at the User's

sole expense.

### **22.2 Sewer Usage Charges**

Usage charges are calculated by multiplying the quantity of water supplied to a User's property during each billing cycle by the base rate set by the County Agency, plus a readiness to serve charge set by the County Agency based on current usage.

The County Agency uses actual data regarding the quantity of water supplied to the property whenever available. If the User receives water solely through a metered water supply line, the quantity of water supplied is as measured by the meter. To the extent the User receives water solely or partially through a non-metered water supply line, such as a private well, the amount of water supplied through the non-metered supply line is estimated and added to that supplied by any metered line to the property. If a User in a single-family detached residence does not have a metered water supply line, that User's water usage is estimated based on the quantity of water typically supplied to the average single-family detached residence. The estimated flow for such users is expressed as a flat rate of 1 unit.

If any other User does not have a metered water supply line, that User's water usage is similarly estimated based on the quantity of water typically supplied to the average user of its type and size. Estimates for Users are calculated using the Table of Unit Factors, which is published by and available upon request to the County Agency.

If metered data later becomes available, a User may request that its last two years of usage charges be recalculated, and adjusted up or down, as provided in Section 22.4 below.

Upon request, a User may be permitted to install a County approved sewer discharge meter. In that event, the User's usage charge will be calculated by multiplying the quantity of sewage discharged by the User's property during each billing cycle by the base rate set by the County Agency, plus a readiness to serve charge set by the County Agency based on current usage.

### **22.3 Sewer Capacity Charges (CCIF)**

To recover the cost of constructing capacity in the sewer system, the County Agency assesses a County Capital Improvement Fee (CCIF). The CCIF is charged when a User makes a new connection to the POTW, or when a User expands or changes the type of use of a property already connected to the POTW.

The fee is based on the amount of sewer capacity (calculated in units) that



must be allocated to each User's property to accommodate its peak use, multiplied by the established CCIF rate. 1 unit accommodates a peak hour flow into the sewer system of 52.5 gallons per hour (1260 gallons per day).

1. The County Agency uses actual metered data regarding the User's peak hour flow whenever available. If the User receives water solely through a water supply line with a meter capable of capturing peak hour flows, the number of units required is calculated by identifying the peak hourly usage, dividing by 52.5, and divided by the percentage of occupancy when the peak hour occurred.

2. To the extent the User receives water solely or partially through a non-metered water supply line, such as a private well, or has a meter incapable of calculating peak hour flows, the User's peak flows must be estimated based on the peak flows of the average user of its type and size. Single family detached residential dwellings are estimated to require 1 unit of capacity in the sewer system. Estimates for all other Users are calculated using the Table of Unit Factors, which is published by and available upon request to the County Agency. If peak hour data later becomes available, a User may request that its CCIF be recalculated, and adjusted up or down, as outlined in Section 22.5 below.

All Users are allocated at least one unit. Any partial units are rounded up to the next whole number.

#### **22.4 Review of Estimated Sewer Usage Charges**

If a User disagrees with the amount of its estimated sewer service usage charges, the User shall, at its sole expense, install a County-approved water meter on the water supply line to the premises. Upon installation of the water meter, the County's usage charges will thereafter be determined as reflected by the meter.

After two years of metered data is collected, the County Agency will compare the sewer usage charges that the User paid for the two years preceding metering to the sewer usage charges the User paid for the two years following metering. Provided that the use of the premises has remained substantially the same during that four year period, if the User's two years of estimated charges exceed its two years of metered charges, the County Agency will refund the difference. Conversely, if the User's two years of estimated charges are less than its two years of metered charges, the County Agency may retroactively adjust its usage charges by adding the difference to the charges it assesses the User's Local Unit of government for County sewer service. The Local Unit shall apportion the adjusted amount as equally as possible on future bills for sewer service to that User over the next two year period.

If a User remains unsatisfied with its adjusted fee, the User may apply to the Genesee County Board of Review for a final determination of its fees

#### **22.5 Review of Estimated Sewer Capacity Charges**

If a User disagrees with the amount of its estimated CCIF, the User shall first pay the CCIF and then, at its sole expense, install a County-approved water meter capable of reading and recording instantaneous (peak hour) flows on the water supply line to the premises.

After two years of metered data is collected, the County Agency will identify the peak hourly usage that occurred during that period. The County Agency will calculate the number of units required by dividing that peak hourly usage by 52.5, and dividing by the percentage of occupancy when the peak usage occurred. If the number of units calculated based on the peak hourly data is less than the number of units previously estimated, the County Agency will refund the difference. Conversely, if the number of units calculated based on the peak hourly data exceeds the number of units previously estimated, the County Agency may require the User to pay the difference to the County Agency.

If a User remains unsatisfied with its adjusted fee, that User may apply to the Genesee County Board of Review for a final determination of its CCIF.

#### **22.6 Non-Payment or Late Payment**

Service may be discontinued in the event of non-payment or late payment of sewer service rates or charges.

The POTW and/or the Local Unit may file a lawsuit to collect unpaid sewer service rates or charges. In that event, the POTW and/or the Local Unit may be awarded their court costs and reasonable attorney's fees.

#### **22.7 Separate Books, Records, and Accounts; Audit**

The POTW shall maintain and keep books of records and accounts, separate from all other records and accounts, in which it shall make full and correct entries of all matters relating to the sewer system and the wastewater treatment plant. An independent certified public accountant shall conduct an annual audit of those books of records and accounts for the preceding operating year. The operating year of the POTW will begin on January 1 and end on December 31.

#### **22.8 Annual Review of Rates, Fees, Charges, and Surcharges**

In conjunction with the audit referenced in section 22.7 above, the POTW shall review County sewer rates, fees, charges, and surcharges to meet anticipated expenditures for the following operating year.

### **22.9 Annual Review of Categories of Users**

At the end of each operating year, the POTW may review the classifications of users in the Table of Unit Factors.

### **22.10 Service Terms and Conditions**

The terms and conditions of sewer system use and/or service shall be determined by the POTW, provided that such terms and conditions are at least as stringent as applicable Federal or State laws or regulations.

### **22.11 Lien**

As security for the collection of sewer system rates or charges, the Local Unit and POTW shall have a lien upon the fee title to the real property, together with all leaseholds, to which they provide service. The lien shall become effective as soon as the Local Unit or POTW supply sewer service.

### **22.12 Insurance**

The POTW shall obtain insurance on the physical properties of the sewer system which it owns, and maintain that insurance in full force and effect. The insurance shall be of the kind and in the amount customarily carried by public entities that operate public sewage disposal systems. All funds received for losses under any such insurance policy shall be used solely for the repair, restoration, or replacement of the sewer system or the wastewater treatment plant.

The Clerk of this Board is hereby direct to have a notice of this Ordinance Amendment promptly published in a newspaper of general circulation in Genesee County, Michigan.

Adopted: \_\_\_\_\_

Signed: \_\_\_\_\_

Jamie W. Curtis, Chairperson  
Genesee County Board of Commissioners

PUBLIC WORKS COMMITTEE

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P03

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE  
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

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 and to pay for certain additional preliminary costs of acquiring and constructing the Project, the Drainage Board is expected to authorize and provide for the issuance by the Drainage District of a note designated "Misteguay Creek Intercounty Drain Note, Series 2015" (the "Note") in the aggregate principal amount of not to exceed \$995,000, bearing interest at a rate not to exceed 4.0% per annum, and maturing no later than 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, the Drainage Board deems it advisable and necessary to

obtain from this Board a resolution consenting to the pledge of the limited tax full faith and credit of the County of Genesee on the Note to the extent that the cost of the Project has been apportioned to the 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 Note be sold.

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, provided that the Drainage Board authorizes and provides for the issuance of the Note within the parameters set forth above, 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, and does agree that in the event that the Bonds are not issued prior to the date on which the principal of and interest on the Note are due 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 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.

PUBLIC WORKS COMMITTEE

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P04

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE  
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Director of the Genesee Valley Regional Center, forwarded by the Human Resources Director, to authorize re-establishing and filling a Licensed Practical Nurse position at the Genesee Valley Regional Center is approved (a copy of the memorandum request dated July 13, 2015, and supporting documentation being on file with the official records of the July 13, 2015, meeting of the Public Works Committee of this Board).

BE IT FURTHER RESOLVED, that this Board finds that extenuating circumstances exist supporting waiver of the hiring freeze, and the Director of the Human Resources Department is directed to have the necessary personnel position number created, as necessary, for said position and to commence the hiring process so that the position may be filled as soon as practicable in accordance with County policy and any applicable collective bargaining agreement.

PUBLIC WORKS COMMITTEE

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