

Ryan L. Wood
County Administrator

Craig Longnecker
Deputy Administrator



100 E. State Street, Suite 2100
St. Johns, Michigan 48879
(989) 224-5120 • Fax: (989) 224-5102

www.clinton-county.org

**WAYS AND MEANS COMMITTEE
THURSDAY, OCTOBER 26, 2017 AT 2:00 P.M.
CLINTON COUNTY COURTHOUSE
BOARD OF COMMISSIONERS ROOM
100 EAST STATE STREET, ST. JOHNS, MI 48879**

1	2:00	CALL TO ORDER, ADDITIONS TO THE AGENDA
2	2:02	LIMITED PUBLIC COMMENTS
3	2:05	CLINTON COUNTY ECONOMIC ALLIANCE (DRU MITCHELL) - RESOLUTION SUPPORTING LANSING REGIONAL BROWNFIELD COALITION'S PROPOSAL FOR EPA BROWNFIELD ASSESSMENT GRANT
4	2:15	WASTE MANAGEMENT (KATE NEESE) A. RECYCLING SERVICE PLAN 2018 B. SCRAP TIRE GRANT APPLICATION
5	2:25	EQUALIZATION – CONTRACT FOR PROFESSIONAL SERVICES
6	2:35	MSUE AGREEMENT FOR EXTENSION SERVICES - FY 2018
7	2:40	TRI-COUNTY REGIONAL PLANNING COMMISSION MEMBERSHIP (NO ATTACHMENT)
8	2:50	2018 MAJOR CAPITAL IMPROVEMENT BUDGET (ADMINISTRATION)
9	2:55	QUARTERLY BUDGET UPDATE (ADMINISTRATION)
10	3:05	BUDGET RESOLUTION (ADMINISTRATION)
11	3:15	PLANNING UPDATE (NO ATTACHMENT)
12	3:20	DRAIN COMMISSIONER – RESOLUTION RE: WALTZ AND STURGIS DRAIN BONDS
13	3:25	NOVEMBER COMMITTEE MEETING CALENDAR (ADMINISTRATION)
14	3:30	ACCOUNTS PAYABLE INVOICES PAID TOTALS
15	3:35	COMMISSIONERS' COMMENTS
16	3:40	ADMINISTRATOR'S REPORT
17	3:45	ANY OTHER BUSINESS
MEETING STARTS PROMPTLY AT CALL TO ORDER TIME LISTED. AGENDA ITEM TIMES MAY VARY		

PACKET INFORMATION IS CURRENT AS OF POSTING DATE. **NOTE:** ADDITIONAL INFORMATION MAY BE PRESENTED ON SCHEDULED AGENDA ITEMS. AGENDA ITEMS MAY ALSO BE ADDED DUE TO BUSINESS NEEDS.

TO REQUEST ACCOMMODATIONS OR MATERIALS IN AN ALTERNATIVE FORMAT, PLEASE CONTACT DEB HEBELER IN ADMINISTRATION AT (989)224-5120 OR TDD USERS WITHIN CLINTON COUNTY MAY DIAL 9-1-1 FOR GENERAL COUNTY SERVICES OR USE MICHIGAN RELAY 1-800-649-3777 OR THE NATIONAL RELAY NUMBER OF 7-1-1 NO LATER THAN 48 HOURS PRIOR TO THE MEETING.



12800 Escanaba Drive, Suite D
DeWitt, MI 48820
517-669-1345
www.cceami.org

12 October 2017

Mr. Robert Showers, Chairman
Clinton County Board of Commissioners
100 East State Street
St. Johns, MI 48879

Dear Commissioner Showers:

The Lansing Regional Brownfields Coalition (Coalition) is in the process of applying for a FY18 US EPA Brownfield Assessment Grant. The Coalition has once again engaged the Lansing Economic Area Partnership (LEAP) to manage both the application process and the grant, provided we are successful, and are looking for stakeholder support from Clinton County.

This is the fourth regional application and we were successful in FY16, receiving \$500,000 which was expended on projects in the Tri-County in one year. The Clinton County Brownfield Redevelopment Authority last applied for funds on its own in 2010 and was granted \$400,000. Those funds were successfully expended on projects over four years.

LEAP has ably handled this process and I respectfully request the Commission to continue support this regional endeavor. Thanks so much for your consideration and please do not hesitate to contact me with any questions. And, thank you for your continued dedication to the enhancement of economic vitality of Clinton County through your investment in the Clinton County Economic Alliance.

Sincerely,

Dru L. Mitchell
President & CEO

cc: Ryan Wood, County Supervisor

CLINTON COUNTY BOARD OF COMMISSIONERS

Chairperson

Robert E. Showers

Vice-Chairperson

Adam Stacey

Members

Bruce DeLong

Ken Mitchell

David Pohl

Kam Washburn

Dwight Washington

COURTHOUSE
100 E. STATE STREET
ST. JOHNS, MICHIGAN 48879-1571
989-224-5120



Administrator
Ryan L. Wood
Clerk of the Board
Diane Zuker

2017-

A RESOLUTION SUPPORTING THE PARTICIPATION OF CLINTON COUNTY IN THE LANSING REGIONAL BROWNFIELDS COALITION

WHEREAS, brownfields are properties such as former industrial sites, closed gas stations, dumps, or other sites that are vacant or underutilized due to contamination, perceived contamination, or blight; and

WHEREAS, the cleanup and revitalization of brownfields can provide many community benefits, including protection of public health and the environment, opportunities for economic development, neighborhood improvement, opportunities for creation of parks and community spaces, opportunities to grow advanced manufacturing, and other benefits; and

WHEREAS, Clinton County faces the challenge of brownfields at many sites throughout the community; and

WHEREAS, the Lansing region that includes the City of Lansing, the City of East Lansing, Clinton County, Eaton County, and Ingham County, seeks to work together in collaboration to revitalize brownfields and secure more resources for redevelopment of these sites for both the individual communities and the broader region; and

WHEREAS, these five local governments desire together to form the "Lansing Regional Brownfields Coalition"; and

WHEREAS, the Lansing Economic Area Partnership (LEAP) is a non-profit economic development entity with members including Clinton County, which is prepared to seek, administer and implement new funding to support the Lansing Regional Brownfields Coalition and its local government participants; and

WHEREAS, the U.S. Environmental Protection Agency (EPA) is now soliciting applications, due **November 16, 2017**, for brownfields grants including grants of \$600,000 for coalitions of local governments and non-profits, which can be used for assessment and reuse planning at brownfield sites ("EPA Brownfields Assessment grants"); and

WHEREAS, LEAP and the Lansing Regional Brownfields Coalition desires to obtain one of these \$600,000 EPA Brownfields Assessment grants for the benefit of the entire region and its local governments;

LET IT THEREFORE BE RESOLVED that Clinton County is a collaborative partner in the Lansing Regional Brownfields Coalition; and

LET IT BE FURTHER RESOLVED that Clinton County supports the development and submission of an application for an EPA Brownfields Assessment grant by LEAP on behalf of the entire Coalition; and

LET IT BE FURTHER RESOLVED that Clinton County designates Ryan Wood, Clinton County Administrator and Dru Mitchell, Clinton County Economic Alliance (CCEA) Executive Director to work in collaboration with LEAP and the other Coalition members on the development, submission, and implementation of an EPA Brownfields Assessment grant; and

LET IT BE FURTHER RESOLVED that Clinton County will support a designated representative and other interested persons from the community to participate in the "Lansing Regional Brownfields Coalition Task Force", a group of stakeholders meant to advance the region's brownfields revitalization objectives.

STATE OF MICHIGAN

COUNTY OF CLINTON

I, DIANE ZUKER, Clerk of the County of Clinton do hereby certify that the foregoing resolution was duly adopted by the Clinton County Board of Commissioners at the regular meeting held October 31, 2017 and is on file in the records of this office.

Diane Zuker, Clinton County Clerk

CLINTON COUNTY BOARD OF COMMISSIONERS

COURTHOUSE
100 E. STATE STREET
ST. JOHNS, MICHIGAN 48879-1571
989-224-5120



Chairperson
Robert Showers

Vice-Chairperson
Adam Stacey

Members
Bruce DeLong
Kenneth Mitchell
David Pohl
Kam Washburn
Dwight Washington

Administrator
Ryan L. Wood
Clerk of the Board
Diane Zuker

October 31, 2017

The Honorable Barry Breen
OLEM Assistant Administrator
U.S. Environmental Protection Agency

David Lloyd
Director, Brownfields & Land Revitalization
U.S. Environmental Protection Agency

The Honorable Robert Kaplan
Acting Regional Administrator
U.S. Environmental Protection Agency, Region 5

Re: Clinton County is committed to the Lansing Regional Brownfield Coalition's Application for a U.S. EPA Coalition Assessment Grant

Dear AA Breen, RA Kaplan and Director Lloyd:

I write on behalf of Clinton County to convey our strong support for the Lansing Regional Brownfields Coalition, which is seeking to revitalize polluted brownfields in our region with new advanced manufacturing, opportunities for jobs creation, and other community revitalization. Specifically, I convey that Clinton County is fully committed to being part of a coalition for the purpose of using U.S. EPA Coalition Assessment grant funding to support brownfields revitalization in our community and region. Our commitment is demonstrated by the attached resolution.

Thank you for your consideration, and please feel free to contact me if you have any questions.

Sincerely,

Robert Showers
Board Chairperson



LANSING REGIONAL BROWNFIELDS COALITION

Creating Opportunities for Advanced Manufacturing & Community Revitalization

A regional coalition of localities is working together to address abandoned and contaminated brownfields, to transform them into productive new places for advanced manufacturing, economic development opportunities, and other community revitalization priorities. Led by the City of Lansing and the “Lansing Economic Area Partnership” (LEAP), together with the City of East Lansing, Clinton County, Eaton County, and Ingham County, this “Lansing Regional Brownfields Coalition” seeks to build on its long-standing partnership with the U.S. Environmental Protection Agency (EPA) and the Michigan Department of Environmental Quality to advance its efforts to transform closed industrial sites and other brownfields in the region surrounding Michigan’s capital.

LANSING IS A LEADER IN BROWNFIELDS & COMMUNITY REVITALIZATION

The municipalities in the Lansing Coalition have been leaders in brownfields revitalization for more than 15 years, as the community has rebuilt new revitalization on the legacy of closed manufacturing plants and contaminated sites. These communities have also been leaders in advanced manufacturing, innovation, and community redevelopment. This leadership has included:

- ✓ ***Putting EPA Assessment Grants to Work:*** The five Coalition localities have successfully used \$3 million from 15 EPA Assessment grants at hazardous waste and petroleum contaminated sites since the year 2000.
- ✓ ***Cleaning Sites with RLF Resources:*** Lansing has secured \$1.5 million in EPA Brownfields Cleanup Revolving Loan Fund assistance and put it to use in the redevelopment of critical sites. Lansing used RLF resources in the redevelopment of the Ottawa Power Station on the Grand River in the heart of downtown, transforming it into the national headquarters of the Accident Fund insurance company in a \$182 million investment that brought 600 jobs. This project won the 2013 Phoenix Award in EPA Region 5.



- ✓ ***Manufacturing Innovation:*** Lansing and its local allies have been national leaders in the effort to reinvigorate manufacturing, particularly on brownfields. Lansing Mayor Virg Bernero led the creation of the Mayors Auto Coalition and worked in close partnership with the EPA to create the RACER Trust for the redevelopment of closed GM auto plants. Mayor Bernero and his local partners likewise led the creation of the Manufacturing Alliance of Communities, which has worked to foster new manufacturing

innovation, including through holding two “Community Revitalization Roundtables” in partnership with EPA OSWER from both Region 5 and EPA headquarters. Mayor Bernero is also the Chairman of the Advanced Manufacturing Task Force of the U.S. Conference of Mayors, where he continues to push for the deployment of new manufacturing investment on brownfields and vacant properties.

MORE BROWNFIELD RESOURCES & SUPPORT NEEDED

Yet, the localities that are part of the Lansing Regional Brownfields Coalition need more resources to put brownfields back into productive use. The two cities and three counties of the Lansing Coalition, collaborating with the regional economic development organization LEAP, need additional funding for environmental investigations, assessments, cleanup planning, stakeholder engagement, and reuse planning at dozens of additional brownfields, closed manufacturing sites, and contaminated properties in this greater Lansing area. The Lansing Coalition seeks:

- Continued support of local organizations and stakeholders from community and grassroots organizations, businesses, environmental groups, non-profit and academic entities, and other groups, through letters of support, commitments of time, expertise, or resources, and participation in the Lansing Regional Brownfields Coalition’s Task Force.
- Continued support from the State of Michigan including the Office of the Governor, the Michigan Department of Environmental Quality, the Michigan Economic Development Corporation, and representatives in the Michigan legislature.
- Continued support from and collaboration with the Office of Brownfields and Land Revitalization in EPA Region 5 and EPA headquarters.
- Continued support from the Michigan congressional delegation.



The Lansing Regional Brownfields Coalition urges the U.S. EPA and other partners to continue this brownfields collaboration with us, so that we can foster new revitalization and innovation for across this tri-county region!

For info contact Kris Klein at the Lansing Brownfields Redevelopment Authority at kris@purelansing.com or 517.702.3387 x 211, or project consultant Matt Ward at Sustainable Strategies DC at 202.422.2411 or Matt.Ward@StrategiesDC.com



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460



OFFICE OF
SOLID WASTE AND
EMERGENCY RESPONSE

NOW THE
OFFICE OF LAND AND
EMERGENCY MANAGEMENT

May 31, 2017

Mr. Robert Trezise
Manager
City of Lansing
c/o Lansing Brownfield Redevelopment Authority
1000 South Washington Avenue, Suite 201
Lansing, MI 48910

Dear Mr. Trezise:

Thank you for submitting a grant proposal to the Environmental Protection Agency's (EPA) National Brownfields Program Grant competition. I regret to inform you that your proposal was not selected because it did not score high enough on the ranking criteria established in the FY17 Proposal Guidelines for Brownfields Assessment and Cleanup Grants. EPA received over 500 proposals requesting over 740 grants for consideration and had funds to award approximately 200 grants from the highest ranking proposals.

Your proposal was evaluated along with other proposals received by the deadline as part of the FY17 National Brownfields Program Grant competition. All of the proposals were evaluated by panels consisting of EPA staff, as well as other federal representatives. These panels assessed how well the proposals met the criteria outlined in the proposal guidelines.

Although your proposal was unsuccessful this round, we encourage you to consider reapplying in the FY18 grant competition cycle should funding become available. In addition, if you have questions as to why you were not selected for funding, you may request a debriefing from your EPA Regional Brownfields Contact within fifteen calendar days of receiving this letter. For further information about the debriefing process and any dispute rights with respect to competition-related issues under this announcement, please refer to Section VI.F. of the proposal guidelines.

If you have questions regarding the next Assessment, Revolving Loan Fund, and Cleanup Grant competition, please contact your EPA Regional Brownfields Contact, Matt Didier, at 312-353-2112 or didier.matthew@epa.gov.

I commend your efforts and appreciate the time and energy you put into preparing your grant proposal. Although your proposal was not selected, we thank you for your continued efforts to return brownfields to productive reuse.

Sincerely,

David R. Lloyd, Director
Office of Brownfields and Land Revitalization

cc: Matt Didier

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COMMITTEE AGENDA ITEM

DATE OF MEETING:	ESTIMATE OF TIME NEEDED:	NUMBER OF ATTACHMENTS:	REQUESTOR:
10/26/17	5 mins	1	Kate Neese - DWM Coordinator

BRIEFLY DESCRIBE THE ISSUE THE COMMITTEE IS BEING ASKED TO CONSIDER:

Please review and comment on the attached contract. This contract is approved annually as part of the Department of Waste Management budget process. All of the local municipalities have agreed to continue services per this contract and we have their support in writing on file.

REQUESTED ACTION:

Please review, comment and recommend the contract for final approval by the Board of Commissioners.

ADDITIONAL INFORMATION:

This is being presented to Ways and Means in order to allow for public comment.

Submit by Email

Please submit to Administration at least 1 week before the meeting.

**PUBLIC ACT 69 OF 2005 (FORMERLY ACT 138 OF 1989)
 RECYCLING SERVICE PLAN
 FOR CLINTON COUNTY 2018**

This Service Plan is adopted by the Clinton County Board of Commissioners (the "COUNTY") on October____, 2017 for the service period starting January 1, 2018 and ending December 31, 2018.

I. FINDINGS

In 1987, The State of Michigan adopted a Solid Waste Management Strategy ("STRATEGY") incorporating a diversion target through recycling of 25%, including waste reduction at 5 to 10% and composting at 6%. The COUNTY has adopted the Clinton County Solid Waste Management Plan Update ("PLAN"), pursuant to state law, incorporating similar recycling goals. (Collectively the recycling goals of the STRATEGY and PLAN are referred to as the "RECYCLING GOALS").

The State of Michigan has enacted Act No. 138 of the Public Acts of 1989 ("ACT 138"), which permits a county, by resolution of its board of commissioners in cooperation with local units of government ("LOCAL UNITS"), to collect a surcharge not to exceed \$25 per household per year, on households within the COUNTY ("RECYCLING SURCHARGE") for purposes of operating recycling operations within the LOCAL UNITS ("ACT 138 PLAN"). The LOCAL UNITS affirm their participation in the ACT 138 PLAN by approving and maintaining an interlocal agreement with the COUNTY.

The ACT 138 PLAN directs the COUNTY to approve a SERVICE PLAN each year, which describes the methods whereby the COUNTY and LOCAL UNITS will meet the RECYCLING GOALS and, also, establishes a per household fee ("ANNUAL PER-HOUSEHOLD REVENUE NEED") necessary to implement the ACT 138 PLAN within the participating LOCAL UNITS for that year. The ACT 138 PLAN authorizes each participating LOCAL UNIT to collect the ANNUAL PER-HOUSEHOLD REVENUE NEED through a surcharge not-to-exceed \$25 per year per household unit to be applied to the winter property tax rolls, as provided under ACT 138, or to finance their participation in whole or in part through other financial means available to that LOCAL UNIT.

This document is the COUNTY'S SERVICE PLAN.

II. METHODS FOR ACHIEVING THE RECYCLING GOALS

The following tables describe the methods that the COUNTY and participating LOCAL UNITS will employ in the calendar year identified above to meet the RECYCLING GOALS:

LOCAL UNIT	DESCRIPTION OF RECYCLING SERVICES	LOCATION AND/OR DATES
Dallas Township	Drop-off Site	Village of Fowler DWP Site
Fowler Village	Drop-off Site	Village of Fowler DPW Site
Lebanon Township	Drop-off Site	Village of Maple Rapids Community Center
Maple Rapids Village	Drop-off Site	Village of Maple Rapids Community Center

III. ANNUAL PER-HOUSEHOLD REVENUE NEED

The COUNTY with direction from participating LOCAL UNITS directs that the ACT 138 SURCHARGE shall be set at \$15.00 per household in across the participating LOCAL UNITS in order to fund this SERVICE PLAN. Pursuant to ACT 138 and the ACT 138 PLAN, each LOCAL UNIT is authorized and directed to levy the ANNUAL PER-HOUSEHOLD REVENUE NEED on the December ad valorem property tax bill for each residential property located within the LOCAL UNIT, unless it defrays the AGGREGATE REVENUE DUE, as identified, in whole or in part through general funds, private donations and/or credits. The following local credit will be given, where appropriate, to the residents of the LOCAL UNIT, as a result of the recycling programs or efforts being sponsored publicly or privately within that LOCAL UNIT that are independent of the County's efforts through its ACT 138 PLAN:

LOCAL UNIT	AGGREGATE REVENUE DUE	AGGREGATE CREDIT GIVEN	DESCRIPTION OF CREDIT GIVEN	GENERAL FUND ¹	SURCHARGE AMOUNT ²
Dallas Township	\$5,910.00	\$0.00	NA	NA	\$15.00 per HH
Fowler Village	\$7,155.00	\$0.00	NA	NA	\$15.00 per HH
Lebanon Township	\$3,735.00	\$0.00	NA	NA	\$15.00 per HH
Maple Rapids Village	\$3,690.00	\$0.00	NA	\$3,690.00	\$00.00 per HH

Each LOCAL UNIT is obligated to ensure that the actual levy that it imposes, coupled with any credit above and any private or public supplement equals or exceeds the AGGREGATE REVENUE DUE from within the LOCAL UNIT, as noted above.

IV. BILLING SCHEDULE

The LOCAL UNIT Treasurer shall remit payment to the COUNTY Treasurer the surcharges so levied by May 1, 2018. The LOCAL UNIT Treasurer can modify the payment date, as needed, assuming it is mutually agreeable to both parties.

V. SERVICES TO BE PROVIDED

The COUNTY agrees to provide to the LOCAL UNIT the following services during the term of this AGREEMENT:

- 1) A recycling drop-off site within the LOCAL UNIT'S geographical boundaries or in an adjacent unit's geographical boundaries with the approval of the LOCAL UNIT. The COUNTY will utilize the same recycling drop-off site location historically provided by the COUNTY, unless the LOCAL UNIT agrees in writing to a change or the COUNTY is unable to continue to utilize that site due to circumstances beyond its control,

¹ A LOCAL UNIT could raise funds in order to meet this general fund goal through private donations or other fund raising activity.

² This Surcharge amount is the amount anticipated if the LOCAL UNIT makes the general fund contribution expected and the program credited, if any, is operated. This Surcharge amount would have to be increased if either of those conditions is not fully realized. This Surcharge amount could be reduced if additional general funds are appropriated and remitted to the County in order to meet the AGGREGATE REVENUE DUE.

including but not limited to the expiration and nonrenewal of a lease, environmental issues, or traffic, health or safety issues.

- 2) Access to a recycling processing facility for handling and marketing those materials collected at the recycling drop-off site, and
- 3) Educational and promotional programs related to the operation of the recycling drop-off site, and recycling in general.

VI. MISCELLANEOUS

The following general terms apply to this SERVICE PLAN:

- 1) This SERVICE PLAN is intended to comply with and implement ACT 138 in the COUNTY. The provisions of ACT 138 are incorporated by reference and shall be interpreted to avoid any inconsistency between this SERVICE PLAN and ACT 138. If a provision is deemed inconsistent with ACT 138, it shall be struck.
- 2) The Solid Waste Council and Act 138 Advisory Committee have reviewed this SERVICE PLAN prior to its adoption. Any questions about the SERVICE PLAN's content shall be referred to the COUNTY's Waste Management Coordinator.

FOR CLINTON COUNTY

Robert Showers, Chair
Clinton County Board of Commissioners
Date: _____, 2017

I, Diane Zuker, the Clinton County Clerk,
attest that the Clinton County Board of
Commissioners approved this SERVICE
PLAN.

Diane Zuker
Date: _____, 2017

STATE OF MICHIGAN

COUNTY OF CLINTON

I, DIANE ZUKER, Clerk of the County of Clinton do hereby certify that the foregoing Service Plan was duly adopted by the Clinton County Board of Commissioners at a regular meeting held October____, 2017 and is on file in the records of this office.

Diane Zuker, Clinton County Clerk

COMMITTEE AGENDA ITEM

DATE OF MEETING:	ESTIMATE OF TIME NEEDED:	NUMBER OF ATTACHMENTS:	REQUESTOR:
10/26/17	5 mins	1	Kate Neese, DWM Coordinator

BRIEFLY DESCRIBE THE ISSUE THE COMMITTEE IS BEING ASKED TO CONSIDER:

Clinton County Dept of Waste Management would like support from the BOC to apply for the MI Department of Environmental Quality's annual scrap tire grant for calendar year 2018. This would be a regional effort and Clinton County would be applying with Eaton County, Barry County and Ingham County. Eaton County will be acting as fiduciary and primary contact for the scrap tire grant.

REQUESTED ACTION:

Review request, comment and consider approving participation in the grant application.

ADDITIONAL INFORMATION:

This grant would cover the cost of three scrap tire trailers for the spring Clean Community Event. It would allow our department to accept tires free of charge at the spring event, potentially increasing participation in the program. This spring at the Clean Community Event, we collected enough scrap tires to fill four semi trailers. The Clinton County Road Commission was a huge partner in this program and we appreciate all of their time and help.

Submit by Email

Please submit to Administration at least 1 week before the meeting.



Clinton County Department of Waste Management
100 E. State St., Ste. 1300, St. Johns, MI 48879
Phone: 989-224-5187, Fax: 989-224-5102

Memorandum

To: Clinton County Board of Commissioners
From: Kate Neese, Waste Management Coordinator
Date: October 11, 2017
Re: Tire Grant Opportunity

Our department regularly works collaboratively with surrounding municipalities and organizations. Eaton County has once again suggested we work together to take advantage of the annual Michigan Department of Environmental Quality (DEQ) Tire Grant. This collaborative effort worked well for our residents at our August 2015 event, April 2016 event and this year's April Clean Community Event. Our office believes that we will have better participation if we can collaborate with Eaton County to provide a free tire collection at our April 2018 Clean Community Event.

Our tire processing vendor charges a flat rate to deliver a trailer, plus a fee per tire (this is industry standard). Our spring Clean Community Event regularly fills two tire trailers. It is important to note that our department never breaks even on our tire collection costs. Our department has subsidized this program through the fall of 2015 (when we partnered with Eaton County) in an effort to give residents an affordable opportunity to dispose of their tires.

The tire grant stipulations are as follows:

1. Clinton County must collect 600 passenger car tires (or the equivalent thereof) in order to cover the cost of each tire trailer. The contracted price between the tire processor and the DEQ is \$1200.00 per trailer. We will be contracting for three trailers for April 2018 based on volume from April 2017.
2. Clinton County will be held responsible for the difference in cost if we do not collect 600 passenger car tires (or the equivalent thereof) per trailer. The potential maximum cost will be lower than our regular operating cost.

Eaton County will act as fiduciary for the grant and will handle all paperwork involved with the DEQ, the Eaton County Controller and the contracted tire processor.

I am asking for the Board's approval to move forward with this collaborative grant effort with Eaton County Resource Recovery.

Ryan L. Wood
County Administrator

Craig Longnecker
Deputy Administrator

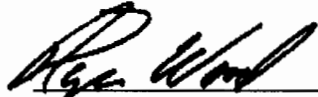
**CLINTON COUNTY
OFFICE OF
ADMINISTRATIVE SERVICES**

www.clinton-county.org

100 E. State Street, Suite 2100
St. Johns, Michigan 48879
(989) 224-5120 • Fax: (989) 224-5102

TO: Ways & Means Committee

FROM:



Ryan L. Wood
County Administrator

SUBJECT: Equalization Director

DATE: October 19, 2017

In August the committee discussed the retirement of the current director and options related to moving forward. At that time administration was directed to negotiate a contract with Michigan Equalization Services (Scott Cunningham).

A copy of the proposed contract is attached. The contract is consistent with the initial monetary amounts discussed. Also, it has been reviewed and approved by legal counsel.

Suggested Action

Move to authorize the execution of attached agreement with Michigan Equalization Services with an effective date of May 1, 2018.

Clinton County Contract for Professional Services

This Agreement is by and between Michigan Equalization Services, LLC (“Company”) located at 2414 Forest Oak Trail, Williamston Michigan, 48895 and the County of Clinton, (“County”) located at 100 East State Street, St. Johns, MI 48879, a municipal corporation and political subdivision of the State of Michigan. The County and the Company by the respective undersigned, authorized officials agree to the providing of services as enumerated below for a fee by the Company on behalf of and for the County.

IT IS HEREBY AGREED AS FOLLOWS:

1. **AGREEMENT TERM.** The term of this Agreement is from May 1, 2018 to April 30, 2019. This Agreement can be terminated for any reason at the option of either the County or the Company with notice of at least thirty (30) calendar days. No representative of the County, other than its Board, acting as a municipal body, has any authority to enter into any agreement for any specified period of time or to make any agreement contrary to that contained herein. The term may be extended or renewed only by the written mutual consent of the parties.
2. **CONTRACTED SERVICES.** The Company shall assign qualified employees to provide services to the Clinton County Equalization Department (“Department”). Company represents, and County understands and agrees, that the Company does and will continue to provide similar services to other clients and the general public. As a limited liability company, the Company, or its members or employees, are not considered to be an employee of the County. The Company, or their employee or member, shall not be eligible for any fringe benefits from the County, including, but not limited to holiday pay, vacation, sick and personal leave, funeral leave, jury duty pay, life, health and dental insurance, military leave, short-term and long-term disability leave and life insurance and pension. The County is not responsible for workers’ compensation and/or liability insurance for employees of the Company. The Company shall be responsible for all necessary federal, state and local obligations for its employees.
3. **SERVICES RENDERED.** The Company agrees to provide the following services to the County:
 - a. Provide management support to County Administration. The Company shall provide an employee for management support of the Department, including but not limited to coordination of duties for County employees, continuous analysis of Department processes and procedures, identification and implementation of efficiencies, and incorporation of new technologies, etc. This will involve active communication with those responsible for the overall County administrative duties to ensure consistency

with the goals and objectives of the Board of Commissioners.

- b. Perform the equalization function as required by the Michigan General Property Tax Act. Utilizing County staff, the Company and its staff will conduct the equalization function to create uniformity by class among the individual local assessing units within the County and advise the Board of Commissioners regarding whether assessments are relatively equal.
 - c. Complete all necessary sales and appraisal studies for the equalization process. Company staff will collaborate with County staff in the review of properties for the purposes of supplying information for the equalization study, including determining the appraisal of properties that have sold and a sample of other properties in the same class for comparison. The Company will support existing Department staff with required studies, including residential, agricultural, commercial and industrial studies.
 - d. Prepare reports and documentation to determine adjustments by real and personal property class (agricultural, residential, commercial, industrial and developmental) for each local assessing unit. This report, known as the L-4018, is used by local unit assessors to determine final anticipated ratios for the upcoming assessment year and subject to review by the March Board of Review (“MBOR”) of the respective unit.
 - e. Review and equalize after the local assessment units conclude MBOR. This involves reviewing the local assessing unit’s database and ensuring that appropriate ratios as established by equalization study are met. Recommending factoring where appropriate is a responsibility of the Equalization Director and all appropriate information will be provided to the Director for making such recommendation where necessary. Preparation of annual reports for the equalization process will be submitted to the State Tax Commission (“STC”) as required.
 - f. Assist, support, and collaborate with County staff in matters before the Michigan Tax Tribunal or the STC.
 - g. Provide an appropriately certified individual to be appointed by the Board of Commissioners as the Equalization Director. This individual will be responsible for duties of the Equalization Director as provided for through the STC. Neither the Company nor the Equalization Director shall exercise supervision of County employees; rather, the Company, and its staff, shall collaborate with County staff as otherwise provided in this Agreement.
 - h. Provide no less than 96 days for office hours within the County. These days shall be split equally between the role of Equalization Director and other Company staff; however from time to time this schedule may be modified to provide more intense assistance during peak periods. For purposes of this Agreement, a “day” is seven (7) hours.
4. COMPENSATION. In performance of the services herein described a monthly retainer

fee in the amount of Five Thousand One Hundred Dollars (\$5,100) shall be due and payable by the County to the Company on the Thirtieth (30th) day of each month, commencing May 1, 2018.

Should said fee not be paid to the Company by the, Thirtieth (30th) of each month, the Company may elect to:

- a. Discontinue the performance of all work and services to be performed under this agreement without any further obligations or
 - b. Continue to perform the work under the provisions of this Agreement with the account being considered delinquent. Should the account be considered delinquent, the County shall pay interest thereon at the rate of 1 1/2 percent (1.5%) compounded monthly from the date due until paid.
5. COUNTY COMMITMENTS. It is understood that the County will provide the Company with the necessary software and Department equipment to perform duties in the office. This shall include BS&A .Net Equalization Software, APEX sketching software, one desktop computer on the County's network, the ability to remotely log into that computer, and internet access for Company staff. The Company will provide such other equipment, software, or tools required, such as staff laptops. The County shall provide office space in the County building or other County owned or leased building for the completion of the terms of this Agreement. The Company shall provide vehicles or other transportation as required for its field work.
 6. COMPLIANCE WITH THE LAW. The Company shall perform all the services to be provided under this Agreement in compliance with applicable Federal, State and local laws, ordinances, rules and regulations.
 7. WAIVERS. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
 8. MODIFICATION OF AGREEMENT. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto. The Company shall not be permitted to transfer this Agreement to any other party without approval of the County.
 9. COMPLETE AGREEMENT. This Agreement constitutes the complete agreement concerning the contractual arrangement between the parties and shall, as of the effective date hereof, supersede any and all prior agreements concerning the equalization function of the County, oral or written, between the parties, if any. It is understood and agreed that this Agreement shall supersede and take precedence over any other document, handbook, benefit plan or other material which could otherwise be construed as being contractual in nature, whether in existence prior to, currently, or subsequent to the execution of this

Agreement. It is further understood that no County personnel have the authority to enter into any agreement with the Company for any specified period of time, or to make any agreement contrary to the provisions herein, except when the same is approved by the Board through a formal resolution.

10. INVALID PROVISIONS. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or enforceability of this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have fully executed this Agreement on the day and year first above written.

COMPANY

COUNTY OF CLINTON

BY _____

BY _____

Scott F. Cunningham
Michigan Equalization Services, LLC

6

Ryan L. Wood
County Administrator

**CLINTON COUNTY
OFFICE OF
ADMINISTRATIVE SERVICES**

100 E. State Street, Suite 2100
St. Johns, Michigan 48879
(989) 224-5120 • Fax: (989) 224-5102

Craig Longnecker
Deputy Administrator

www.clinton-county.org

TO: Ways and Means Committee

FROM:



Ryan L. Wood
County Administrator

SUBJECT: M.S.U.E. Agreement for Extension Services – FY 2018

DATE: October 10, 2017

Attached please find a proposed annual agreement for extension services provided by Michigan State University for FY 2018. The previous agreement expires at the end of this year.

The total cost of \$167,140 for the 2018 annual agreement has been included in the proposed 2018 general fund budget. This amount reflects an increase of \$4,077 from last year.

Suggested Action:

Recommend approval of the 2018 Agreement for Extension Services provided by Michigan State University.

AGREEMENT FOR EXTENSION SERVICES

This AGREEMENT FOR EXTENSION SERVICES (“Agreement”) is entered into on _____ by and between Clinton County, Michigan (“County”), and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY (“MSU”) on behalf of MICHIGAN STATE UNIVERSITY EXTENSION (“MSUE”).

The United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative Extension System and directed the nation’s land grant universities to oversee its work; and,

MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to individuals, communities and businesses; and,

For more than 100 years, MSUE has helped grow Michigan’s economy by equipping Michigan residents with the information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed; and,

It is the mission of MSUE to help people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities; and,

MSUE meets this mission by providing Extension educational programs in the following subject matter areas:

- Agriculture & Agribusiness
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community & Economic Development, Natural Resources

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

A. MSUE will provide:

1. Access to programs in all four MSUE Institutes to residents in your County. This includes access to educators and program instructors appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.
2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.
3. A county 4-H program. **0.5** FTE 4-H Program Coordination.
4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of Personnel.
5. Operating expenses, per MSU policy, for MSUE personnel (“Personnel”).

6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.
7. Administrative oversight of MSUE office operations.
8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

B. The County will Provide:

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.
2. Office and meeting space meeting the following requirements:
 - a. Sufficient Office space to house Extension staff as agreed upon between the County and the MSUE District Coordinator.
 - b. Utilities, including telephone & telephone service sufficient to meet the needs of Personnel utilizing the MSUE office space.
 - c. High-speed Internet service sufficient to meet the needs of Personnel utilizing the MSUE office space.
 - d. Access to space for delivering Extension programs.
 - e. Access to the office building and relevant meeting spaces must be ADA compliant/accessible
3. Clerical support staff for the MSUE office as agreed upon between the County and MSUE District Coordinator that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

0.8 FTE MSU employed Clerical Support Staff Funding

Optional:

4. Funding for additional Extension educators at **\$0**.
5. Funding for additional 4-H program capacity **0.5 FTE**
6. Funding for additional paraprofessionals at **0.5 FTE**
7. Total Annual Assessment in the amount of **\$167,140**.

Payments due and payable under the terms of this Agreement shall be made on the first of the month, of the first month, in each quarter of the county fiscal year, unless otherwise requested and agreed as provided below.

Payment mailing address: MSU Extension Business Office, Justin S Morrill Hall of Agriculture, 446 W Circle Drive, Room 160, East Lansing, MI 48824

C. Staffing and Financial Summary

A. Base Assessment (includes 0.5 FTE 4-H Program Coordination) **\$59,457.**

ADDITIONAL PERSONNEL

B. 0.8 FTE Clerical Support Staff to be employed by MSU \$49,775.

C. 0 FTE Educator (Program Area:) \$0.

D. 0.5 FTE Additional 4-H Program Coordination \$31,109.

E. 0.5 FTE Additional paraprofessional staff (Parenting Program Asst) \$26,799.

TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2018: \$167,140.

I. Term and Termination

The obligations of the parties under this Agreement will commence on January 1, 2018 the first day of the County budget year 2018 and shall terminate on the last day of such County budget year 2018. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE and delivered to Clinton County, Administration/Accounting, 100 E State St, Suite 2700, St. Johns, Michigan 48879, if to the County.

II. General Terms

1. **Independent Contractor.** The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. Personnel have no right to any of County's employee benefits.
2. **Force Majeure.** Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.
3. **Assignment.** This agreement is non-assignable and non-transferable.
4. **Entire Agreement.** This Agreement, with its Appendix "A" is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.
5. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.

6. **Indemnification:** Without waiving any claim of governmental immunity, each party will protect, defend and indemnify the other and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including the other party's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the other party, arising out of the negligence or willful misconduct of the indemnifying party or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of the parties will survive any termination of this Agreement or completion of parties' performance under this Agreement.
7. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

**BOARD OF TRUSTEES OF
MICHIGAN STATE UNIVERSITY**

Clinton COUNTY

By: _____

By: _____

Evonne Pedawi
Contract & Grant Administration

Print name: _____

Its: _____

Its: _____
(title)

Date: _____

Date: _____

Appendix A
Technical Standards for County Internet Connections

Michigan State University Extension (MSUE) employs the use of technology to meet the ever changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

MSUE does support and encourage the use of technologies that others may not, including social media applications. We view communication with our constituents through channels such as Facebook, Twitter, and Second Life to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP) <https://tech.msu.edu/about/guidelines-policies/aup/>.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Coordinator. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:
NetRange 35.8.0.0 - 35.9.255.255
CIDR 35.8.0.0/15

If you would like to narrow the scope further for additional protection, some of the addresses that will need to be allowable include:

35.9.15.43 (80) (search.msu.edu)
35.9.160.36 (1935,443) (authentication)
35.8.201.221 & 35.8.201.212 (10020) (ProofPoint)
35.9.83.132 (all) (vpn.msu.edu)
35.9.81.150 (zoom.msu.edu)
35.9.121.189 and 190 (443) (SharePoint)
35.8.200.57 (80 and 443) (SharePoint)
35.9.121.221, 223, and 225 (443) (Exchange)
35.8.200.56 (80 and 443) (Exchange)
35.8.200.2—35.8.200.7 (443 TCP, 3478 UDP, 50,000-59,999 TCP/UDP) (Lync)
35.8.201.200 (443 TCP) (Lync)
35.9.121.238 & 35.9.121.211 (TCP - 80, 443, 445 & TCP/UDP – 135, 137-139, 2701-2704, 49152-65535)
35.8.200.58 (80 and 443) (Lync)
35.9.14.169 (80 and 443) (D2L – Desire to Learn)

The following applications are necessary on all computers – MS Office (preferably 2013, MSUE provides MS licensing), Lync 2013 Client, Acrobat, Zoom Client, SAP client, VPN client, AntiVirus (SEP can be provided by MSUE). (IE 10 or higher, or most recent version of Chrome and Firefox)

Other notable web server/sites IP addresses:

CANR.msu.edu – 35.8.201.199
MSUE.anr.msu.edu – 35.8.201.199
Events.anr.msu.edu – 35.8.200.220
web2.canr.msu.edu | web2.msue.msu.edu - 35.8.200.220
Expression Engine – 35.8.201.215
Web Hosting environment (other ANR websites) – 35.8.201.217
Master Gardener (External) – 128.120.155.54
Extension.org (External) – 152.46.27.147
Msu.zoom.us (External) – 54.165.201.102

Some configuration changes are necessary to support services such as SharePoint, including modifications to Internet Explorer. These can always be found on the ANR Technology web site.

Questions may be directed to support@anr.msu.edu, where they will be routed to the best person to assist you.

Ryan L. Wood
County Administrator

Craig Longnecker
Deputy Administrator



100 E. State Street, Suite 2100
St. Johns, Michigan 48879
(989) 224-5120 • Fax: (989) 224-5102

www.clinton-county.org

To: Ways and Means Committee
From: Craig Longnecker
Date: October 18, 2017
Subject: 2018 Major Capital Improvement Budget

There is one suggested change to the 2018 Recommended Budget. The current year budget includes a five year plan to replace Sheriff Radios. This schedule should have been replicated in the 2018 Major Capital Improvement Budget/Plan, but was inadvertently omitted. The 2018 Summary Budget to be adopted by the Board on 10/31/17 will include the radio schedule.

Budget Year <i>Status</i>	2016 <i>Completed</i>	2017 <i>Completed</i>	2018 <i>Budget</i>	2019 <i>Budget</i>	2020 <i>Budget</i>
Sheriff Radio Project Cost	\$76,100	\$45,200	\$41,000	\$35,000	\$17,000

There is no change to the previously adopted amounts or time frame.

Suggested Action: No action required

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Ryan L. Wood
County Administrator

Craig Longnecker
Deputy Administrator



100 E. State Street, Suite 2100
St. Johns, Michigan 48879
(989) 224-5120 • Fax: (989) 224-5102

www.clinton-county.org

To: Ways and Means Committee
From: Craig Longnecker
Date: October 16, 2017
Subject: 3rd Quarter Budget Update

Overall, the 2017 general fund budget remains on target. A positive revenue variance is expected at year-end. As in past years this variance should allow for transfers to the public improvement fund and retirement fund to address capital needs and legacy costs respectively. Overall expenditures are anticipated to be under budget.

However, there are a few adjustments that are recommended:

- Tax Allocation Board – Increase budget due to more meetings (\$1,500).
- Equalization – Increase overtime budget (\$10,000).
- Medical Examiner – Increase due to more autopsies (\$25,000).

Attached you will find a quarterly budget report and detail for the above adjustments.

Suggested Action: Approve recommended adjustments

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CLINTON COUNTY
SEPTEMBER

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FOR 2017 09

ACCOUNTS FOR: 101 GENERAL FUND	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
40 TAXES	14,540,000	14,540,000	454,773.17	789.81	14,085,226.83	3.1%
45 LICENSES & PERMITS	134,500	134,500	116,332.60	10,347.85	18,167.40	86.5%
50 FEDERAL & STATE	1,963,951	1,993,429	1,760,316.04	132,080.30	233,112.96	88.3%
58 LOCAL UNIT CONTRIB	32,880	32,880	26,449.20	1,906.56	6,430.80	80.4%
60 CHARGES FOR SERVICES	2,596,000	2,614,483	2,448,256.22	316,746.42	166,226.78	93.6%
65 FINES & FORFEITS	200,000	200,000	175,212.15	23,322.32	24,787.85	87.6%
66 INTEREST & RENTS	85,600	85,600	109,923.06	10,373.91	-24,323.06	128.4%
67 OTHER REVENUE	1,278,161	1,278,161	834,495.81	144,336.21	443,665.19	65.3%
69 OTHER FINANCING	0	733	.00	.00	733.00	.0%
TOTAL GENERAL FUND	20,831,092	20,879,786	5,925,758.25	639,903.38	14,954,027.75	28.4%

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CLINTON COUNTY
SEPTEMBER

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FOR 2017 09

ACCOUNTS FOR: 101 GENERAL FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101101 BOARD OF COMMISSIONERS	349,944	349,944	247,762.22	21,107.16	304.60	101,877.18	70.9%
101104 TAX ALLOCATION BOARD	400	400	1,828.96	.00	.00	-1,428.96	457.2%
101105 BOUNDARY COMMISSION	300	300	.00	.00	.00	300.00	.0%
101131 CIRCUIT COURT	522,432	522,432	358,519.51	41,252.80	-4,204.00	168,116.49	67.8%
101132 CIRCUIT COURT ASSIGNMENT	141,761	141,761	101,536.68	10,716.67	.00	40,224.32	71.6%
101136 DISTRICT COURT	1,143,299	1,161,782	819,934.48	93,149.55	2,992.29	338,855.23	70.8%
101141 FRIEND OF THE COURT	420,000	420,000	.00	.00	.00	420,000.00	.0%
101145 LAW LIBRARY	14,000	14,000	14,000.00	.00	.00	.00	100.0%
101147 JURY COMMISSION	4,950	4,950	4,559.42	.00	.00	390.58	92.1%
101148 PROBATE COURT	430,202	430,202	313,714.50	37,449.89	6,344.55	110,142.95	74.4%
101149 OFFICE OF PUBLIC GUARDIAN	25,000	25,000	15,120.00	1,980.00	.00	9,880.00	60.5%
101151 PROBATION - CIRCUIT COURT	4,800	4,800	2,363.02	166.95	.00	2,436.98	49.2%
101152 PROBATION - JUVENILE	469,068	469,068	290,307.83	34,230.90	.00	178,760.17	61.9%
101166 FAMILY COUNSELING	8,000	8,000	3,123.00	240.00	.00	4,877.00	39.0%
101172 ADMINISTRATIVE SERVICES	487,275	493,584	347,420.32	38,192.84	113.33	146,050.35	70.4%
101173 ADMIN-CLERICAL POOL	45,534	45,534	25,161.46	2,713.66	.00	20,372.54	55.3%
101191 ACCOUNTING	290,431	290,431	217,659.38	16,924.24	1,650.00	71,121.62	75.5%
101215 COUNTY CLERK	494,726	494,726	344,489.19	34,939.92	267.96	149,968.85	69.7%
101228 MIS	585,016	585,016	.00	.00	.00	585,016.00	.0%
101245 PA 345 SURVEY/REMONUMENTATION	54,325	48,928	42,340.00	.00	.00	6,588.00	86.5%
101253 TREASURER	347,743	347,743	235,546.51	24,994.22	.00	112,196.49	67.7%
101257 EQUALIZATION	269,344	271,344	202,034.57	34,531.77	298.16	69,011.27	74.6%
101261 MSU EXTENSION	233,918	233,918	213,009.61	45,852.61	557.11	20,351.28	91.3%
101262 ELECTIONS	113,214	113,214	6,140.12	179.04	4,582.94	102,490.94	9.5%
101265 BUILDING & GROUNDS	1,312,915	1,312,915	883,088.58	74,669.16	3,010.54	426,815.88	67.5%
101267 PROSECUTING ATTORNEY	959,889	959,889	678,914.63	70,774.98	1,943.15	279,031.22	70.9%
101268 REGISTER OF DEEDS	199,823	199,823	97,928.20	9,031.99	.00	101,894.80	49.0%
101275 DRAIN COMMISSIONER	480,207	480,207	327,216.79	33,724.44	.00	152,990.21	68.1%
101280 SOIL CONSERVATION	20,000	20,000	12,000.00	.00	.00	8,000.00	60.0%
101295 RECORD COPYING	11,500	11,500	4,753.80	583.90	247.24	6,498.96	43.5%
101296 COUNTY VEHICLES	200,000	200,000	.00	.00	.00	200,000.00	.0%
101301 SHERIFFS DEPARTMENT	3,439,112	3,439,112	2,336,204.25	242,452.98	3,708.94	1,099,198.81	68.0%
101348 METRO SQUAD	0	733	732.98	.00	.00	.02	100.0%
101351 JAIL	3,614,383	3,702,383	2,379,662.25	234,650.07	52.07	1,322,668.68	64.3%
101364 COMMUNITY CORRECTIONS	6,000	6,000	.00	.00	.00	6,000.00	.0%
101426 EMERGENCY SERVICES	178,042	212,917	117,399.40	12,341.50	4,779.12	90,738.48	57.4%
101430 ANIMAL CONTROL	170,351	170,351	110,277.63	12,066.99	298.54	59,774.83	64.9%
101441 DEPARTMENT OF PUBLIC WORKS	1,600	1,600	382.42	.00	.00	1,217.58	23.9%
101445 DRAINS - PUBLIC BENEFIT	60,000	60,000	47,636.05	.00	.00	12,363.95	79.4%
101601 MID MICHIGAN HEALTH DEPT	393,715	393,715	295,286.25	.00	.00	98,428.75	75.0%
101605 CONTAGIOUS DISEASE	8,000	8,000	.00	.00	.00	8,000.00	.0%
101631 MSHN SUBSTANCE ABUSE	118,398	118,398	81,597.50	.00	.00	36,800.50	68.9%
101648 MEDICAL EXAMINER	60,200	60,200	51,615.11	559.78	.00	8,584.89	85.7%
101649 TRI-COUNTY MENTAL HEALTH	280,842	280,842	163,171.92	.00	.00	117,670.08	58.1%

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CLINTON COUNTY
SEPTEMBER

P 2
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FOR 2017 09

ACCOUNTS FOR: 101 GENERAL FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101662 CHILD CARE	344,310	344,310	.00	.00	.00	344,310.00	.0%
101664 GREENHAVEN	287,118	287,118	.00	.00	.00	287,118.00	.0%
101670 SOCIAL SERVICES	233,100	233,100	.00	.00	.00	233,100.00	.0%
101672 TRI-COUNTY AGING CONSORT	45,241	45,241	44,747.50	.00	.00	493.50	98.9%
101673 BUILDING STRONGER COMM COUNCI	17,000	17,000	17,000.00	.00	.00	.00	100.0%
101681 VETERANS AFFAIRS	35,697	35,697	2,100.00	300.00	.00	33,597.00	5.9%
101689 SOLDIERS AND SAILORS	5,000	5,000	.00	.00	.00	5,000.00	.0%
101721 PLANNING	200,107	200,107	137,671.35	14,469.29	334.26	62,101.39	69.0%
101723 PLAT BOARD	1,502	1,502	488.94	.00	.00	1,013.06	32.6%
101727 TRI-CO REGIONAL PLANNING	63,920	63,920	63,918.50	15,979.50	.00	1.50	100.0%
101728 ECONOMIC DEVELOPMENT	65,000	70,000	50,000.00	.00	.00	20,000.00	71.4%
101745 EMPLOYMENT SERVICES - CTFE	68,910	68,910	55,723.84	5,944.06	.00	13,186.16	80.9%
101751 RECREATION/PARKS	149,149	149,149	93,865.30	11,224.43	28.79	55,254.91	63.0%
101774 4-H FAIR	25,600	25,600	16,000.00	.00	.00	9,600.00	62.5%
101791 LIBRARY BOARD	300	300	210.17	.00	.00	89.83	70.1%
101803 HISTORICAL COMMISSION	1,500	1,500	.00	.00	.00	1,500.00	.0%
101851 INSURANCE	325,000	325,000	279,491.50	804.50	.00	45,508.50	86.0%
101890 CONTINGENCY	291,979	190,670	.00	.00	.00	190,670.00	.0%
101899 TAX TRIBUNAL PROPERTY TAX	100,000	100,000	6,996.89	-18.54	.00	93,003.11	7.0%
101901 CAPITAL OUTLAY	600,000	600,000	.00	.00	.00	600,000.00	.0%
TOTAL GENERAL FUND	20,831,092	20,879,786	12,162,652.53	1,178,181.25	27,309.59	8,689,823.88	58.4%

2017 3rd QUARTER ADJUSTMENTS

10/18/2017

DEPARTMENT

TAX ALLOCATION BOARD
101104 702000 PER DIEM

EQUALIZATION
101257 704010 OVERTIME

MEDICAL EXAMINER
101648 835000 AUTOPSIES

CONTINGENCY
101890 800000 CONTINGENCY

REVENUE INCR/(DECR)	EXPENDITURE INCR/(DECR)
	1,500
	10,000
	25,000
	(36,500)
-	-

CLINTON COUNTY BOARD OF COMMISSIONERS

Chairperson

Robert E. Showers

Vice-Chairperson

Adam Stacey

Members

Bruce DeLong

Ken Mitchell

David Pohl

Kam Washburn

Dwight Washington

**COURTHOUSE
100 E. STATE STREET
ST. JOHNS, MICHIGAN 48879-1571
989-224-5120**



Administrator
Ryan L. Wood
Clerk of the Board
Diane Zuker

2017- RESOLUTION TO ADOPT THE 2018 CLINTON COUNTY BUDGET, GENERAL APPROPRIATIONS ACT AND MILLAGE

WHEREAS, the Uniform Budgeting and Accounting Act, Public Act 621 of 1978, requires that each local unit of government adopt a balanced budget for all required funds, and

WHEREAS, the County Administrator has prepared a recommended budget as required by the statute, and the Ways and Means Committee has reviewed the departmental requests and Administrator's recommendation for each County departmental budget, and

THEREFORE, BE IT RESOLVED that the 2018 Clinton County Budget for the General Fund and other Funds as set forth in the 2018 Administrator's Recommended Budget, as amended and proposed by the Ways and Means Committee, which is incorporated by reference herein, is hereby adopted on a basis consistent with the Clinton County Budget Adoption and Amendment Policy, subject to all County policies regarding the expenditure of funds as well as the conditions set forth in this resolution.

BE IT FURTHER RESOLVED that this budget includes an estimated property tax levy of 5.7877 mills for general fund operations. This 2018 levy shall be authorized via resolution subsequent to the establishment of the final levy amount in the spring of 2018.

BE IT FURTHER RESOLVED that this budget reflects a reasonable allocation of available resources to the various County departments, boards, and agencies, and allows for all mandated services, programs, and activities, including the courts and the constitutional and statutory offices, to be performed at reasonable, necessary, and serviceable levels or at even more than adequate levels of performance.

BE IT FURTHER RESOLVED that all expenditures shall be in accordance with the provisions of the Uniform Budgeting and Accounting Act, and that any modification, addition, or deletion, of such amounts hereby adopted shall be done in accordance with the policies and procedures established by the Board of Commissioners.

BE IT FURTHER RESOLVED that the County Administrator and the County Treasurer shall be authorized to transfer General Fund Appropriations between Funds up to the approved amounts provided for in this 2018 Budget. The timing and amount of such transfers shall be designed to maximize the interest investment potential to the General Fund.

BE IT FURTHER RESOLVED that the Approved Position Allocation List contained in the Budget shall limit the number of regular full-time equivalent (FTE) employees who can be employed, and no funds are appropriated for any regular position not on the Approved Position List. In addition, the job position titles, pay classifications, and full-time equated designations for each position are deemed to be the correct classifications and are hereby incorporated into the Approved Position Allocation List, and any modification of employment classifications shall be done in conformance with established Board policy.

BE IT FURTHER RESOLVED that it is understood that revenues and expenditures may vary from those which are currently contemplated and may be changed from time to time by the Board of Commissioners during the 2018 fiscal year, as deemed necessary. Consequently, there may be a need to increase or decrease various portions of the budget and/or impose layoffs due to unforeseen financial changes; therefore, the Board of Commissioners reserves the right to change the Approved Position Allocation List at any time. The County Elected Officials and County Department Heads shall abide by whatever changes are made by the Board of Commissioners, if any, relative to the approved positions and the number of employees stated in the Position Allocation List.

BE IT FURTHER RESOLVED that the hiring freeze previously imposed by the Board shall be continued, and in the event that a vacancy occurs during 2018, the position will be filled subject to approval by the Administrator, Human Resources Committee Chairperson and Ways and Means Committee Chairperson. The only exception is for positions budgeted in the clerical pool, they may be filled upon authorization from the County Administrator.

BE IT FURTHER RESOLVED that positions on the Position Allocation List which are supported by grant funds, cost sharing, reimbursement, or some other source of outside funding are only approved contingent upon the County receiving the budgeted revenues. Upon notification that budgeted funding of a position shall not be received the elected official or department head shall immediately notify the County Administrator and the Ways and Means Committee, and that position shall be immediately removed from the Position Allocation List if funding is exhausted.

BE IT FURTHER RESOLVED The County Administrator shall be authorized to apply for, authorize and accept recurring grants upon verbal approval by the Board Chair or the Ways and Means Committee Chair. Any grant that requires unbudgeted matching funds or is considered a major capital improvement shall require authorization from the Ways and Means Committee.

BE IT FURTHER RESOLVED that the line item appropriations which represent the estimated costs of operating the Clinton County trial courts in 2018 are contingent upon reimbursements to Clinton County by the State of Michigan in accordance with MCL 600.151(b). County appropriations to the trial courts, in accordance with P.A. 374 and 375 of 1996, are made contingent upon conformance to all county policies and procedures regarding court personnel and the expenditure of funds.

BE IT FURTHER RESOLVED that all County Elected Officials and County Department Heads shall abide by all applicable policies set by the Board of Commissioners including but not limited to budgets, purchasing, travel, and per diems; as well as the Clinton County Personnel policies as set forth in the Personnel Manual and the Educational Reimbursement policy, and that budgeted funds for these purposes are appropriated contingent upon compliance with all county policies.

BE IT FURTHER RESOLVED maintenance agreements are essential to a variety of building and operating equipment. County Elected Officials and County Department Heads are authorized to renew existing maintenance agreements upon the approval of the County Administrator.

BE IT FURTHER RESOLVED that each “major capital improvement” detailed in the Capital Improvements section of the 2018 Budget shall be subject to final review by the Ways and Means Committee prior to the signing of contracts for project commencement. The Ways and Means Committee must grant specific authorization prior to the expenditure of funds on major capital projects. Routine vehicle replacement purchases are excluded from this requirement and may be purchased subject to approval by the Board Chairperson.

BE IT FURTHER RESOLVED that the Clinton County Personnel Manual shall apply to all employees and elected officials who are not covered under a collective bargaining agreement or who function under a policy manual which has been jointly approved by the County Board of Commissioners and an elected official who has co-employer status.

BE IT FURTHER RESOLVED that the County Administrator shall be authorized to approve for payment such bills, vouchers, or invoices that are part of the ongoing budgeted operations of the County consistent with Clinton County’s Cash Disbursement / Payment Policy as set forth in Resolution 2007-3. In the event of an emergency, the County Administrator shall inform the Chair of the Board or Chair of the Ways and Means Committee of the emergency authorization.

BE IT FURTHER RESOLVED that the revenues received by the County under Public Acts 106 and 107, 1985, (Convention Facility Tax revenue) shall not be used to reduce the County's 2017/2018 operating millage as defined by P.A. 2, 1986. In accordance with P.A. 2 of 1986, 50% of the actual Convention Facility Tax revenue not used to reduce the County's Operating tax rate shall be appropriated to the Mid-State Health Network as the Coordinating Agency for administering Substance Use Disorder services, with the remaining revenues to be deposited in the County's General Fund.

BE IT FURTHER RESOLVED that the revenues received by the County under Public Act 264 of 1987, (Health and Safety Fund Act) shall not be used to reduce the County's 2017/2018 operating millage, and that 12/17 of the actual Health and Safety Fund Act revenue not used to reduce the County's operating tax rate shall be appropriated to the Mid-Michigan Health Department for those public health programs and services whose costs are in excess of 1988 appropriation levels, with the remaining revenues to be deposited in the County's General Fund to be used for personnel and operating costs which are in excess of 1988 appropriation levels for the courts.

BE IT FURTHER RESOLVED that the County Administrator shall be authorized to make year end transfers of up to \$40,000 between Departments or Funds or with such amounts that may be available in the Contingency of the General Fund, as may be necessary to insure that departments do not end the 2018 fiscal year in a deficit condition.

COMMITTEE AGENDA ITEM

DATE OF MEETING: 10/26/2017	ESTIMATE OF TIME NEEDED: 5 min.	NUMBER OF ATTACHMENTS: 1	REQUESTOR: Phil Hanses
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BRIEFLY DESCRIBE THE ISSUE THE COMMITTEE IS BEING ASKED TO CONSIDER:

The Waltz & Sturgis Drain was petitioned for improvements in 2014. Construction plans were developed and bids were opened on October 19th. The Computation of Cost for the project is expected to be no more than \$950,000 and the assessment is planned to be spread over a maximum of 10 years.

Bonds will be sold to finance the project and a pledge of full faith and credit of the county will be beneficial to the district by receiving lower interest rates from bidders. I'm working with Dickinson Wright PLLC and Bendzinski & Company who have reviewed the drain proceedings to date and found them in compliance with the Drain Code. The attached resolution for the board's consideration. A bid opening for the bond sale is planned for December 1st.

Upon receipt of funds from the bond sale the district will repay the \$250,000 note that was issued to fund the pre-construction expenses on this project.

REQUESTED ACTION:

Approval of the attached resolution pledging the full faith and credit of the county to back the sale of the Cutler & Extension Drain bonds.

ADDITIONAL INFORMATION:

At a regular meeting of the Board of Commissioners of the County of Clinton, Michigan, held on October 31, 2017.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and seconded by _____:

Resolution re: Waltz and Sturgis Drain Bonds, Series 2017

WHEREAS, proceedings have been taken by the Clinton County Drain Commissioner for the construction of improvements to the Waltz and Sturgis Drain (the "Project") under the provisions of Chapter 8 of the Drain Code of 1956, as amended, pursuant to a petition filed with the Drain Commissioner; and

WHEREAS, in order to defray the cost of the Project, the Drain Commissioner is expected to authorize and provide for the issuance by the Waltz and Sturgis Drain Drainage District (the "Drainage District") of bonds (the "Bonds") in the aggregate principal amount of not to exceed \$950,000, in anticipation of the collection of an equal amount of special assessments against property and public corporations (including the County of Clinton) in the Drainage District, said special assessments to be duly confirmed by the Drain Commissioner; and

WHEREAS, the Bonds are to be designated “Waltz and Sturgis Drain Bonds, Series 2017,” and will bear interest at a rate of not to exceed 6.0% per annum; and

WHEREAS, the Drain Commissioner deems it advisable and necessary to obtain from this Board a resolution consenting to the pledge of the full faith and credit of the County on the Bonds; and

WHEREAS, the Project is necessary to protect and preserve the public health and therefore it is in the best interest of the County of Clinton that the Bonds be sold.

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

1. Pursuant to the authorization provided in Section 276 of the Drain Code of 1956, as amended, provided that the Bonds are issued within the parameters set forth above, the Clinton County Board of Commissioners, by a majority vote of its members elect, does hereby irrevocably pledge the full faith and credit of the County of Clinton for the prompt payment of the principal of and interest on the Bonds, and does agree that in the event that the property owners or public corporations in the Drainage District shall fail or neglect to account to the County Treasurer of the County of Clinton for the amount of any special assessment installment and interest, when due, then the amount thereof shall be immediately advanced from County funds, and the County Treasurer is directed to immediately make such advancement to the extent necessary.

2. In the event that, pursuant to said pledge of full faith and credit, the County of Clinton advances out of County funds, all or any part of said installment and interest, it shall be the duty of the County Treasurer, for and on behalf of the County of Clinton, to take all actions and proceedings and pursue all remedies permitted or authorized by law for the reimbursement of such sums so paid.

3. The County Treasurer is authorized, if necessary, to file an application for approval of the Bonds with the Michigan Department of Treasury.

4. All resolutions and parts of resolutions, insofar as the same may be in conflict with the provisions of this resolution, be and the same hereby are rescinded.

ADOPTED: Yeas: _____

Nays: _____

STATE OF MICHIGAN)
) SS
COUNTY OF CLINTON)

I, the undersigned, the duly qualified and acting County Clerk of the County of Clinton, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by a majority vote of the members elect at a regular meeting of the Clinton County Board of Commissioners, held on October 31, 2017, the original of which is on file in my office.

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

County Clerk

Troy 90107-21 1923727v1

Clinton County Open Meetings and Events Calendar November 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3 8:30 am Parks & Green Space Comm 5:00 pm 1st Cutoff	4
5	6	7	8	9 7:00 pm Planning Commission	10 Holiday—County & City Offices Closed	11
12	13	14	15	16 5:00 pm 2nd Cutoff	17	18
19	20 2:00 pm W&M and HR Committee Meetings	21 7:00 pm Zoning Board of Appeals	22	23 Holiday—County & City Offices Closed	24 Holiday—County & City Offices Closed	25
26	27	28 8:00 am W&M and HR Committee Meetings 9:00 am Board of Com- missioners	29	30		

TOTALS MEMO

DATE: [October 19, 2017](#)

TO: Penny, Ryan, Craig, Cindy and Ways & Means Committee

FROM: Angie, Accounting

The following are total dollars for invoices received from September 9th-through October 6th 2017 and paid.

GENERAL FUND	\$328,350.53
OTHER FUNDS	\$337,859.03
TOTAL	\$666,209.56

Totals comprised of the following check run dates:

9/28/2017	\$	429,806.96
10/12/2017	\$	373,187.02

less Trust & Agency (701) fund		(136,784.42)
TOTAL	\$	666,209.56

Motion: Approve paid Payables for the period listed above.

Note: A listing of the payables for the referenced period has been sent electronically. Ways & Means will be asked to sign the "Accounts Payable Invoices Paid Report".