FINANCE COMMITTEE
AGENDA

May 8, 2019

7:30 AM

304 E. Grand River, Board Chambers, Howell MI 48843

Pages

1. CALL MEETING TO ORDER

2. ROLL CALL

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Meeting minutes dated: April 17, 2019

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10. CLAIMS

Miscellaneous Claims Dated: April 18 through May 8, 2019

11. PREAUTHORIZED

Computer Print-out Dated: May 8, 2019

12. CALL TO THE PUBLIC

13. ADJOURNMENT

FINANCE COMMITTEE

MEETING MINUTES

April 17, 2019, 7:30 a.m.
304 E. Grand River, Board Chambers, Howell MI 48843

Members Present:
Carol Griffith, Douglas Helzerman, Kate Lawrence, William Green, Robert Bezotte, Dennis Dolan, Gary Childs, and Wes Nakagiri

Members Absent:
D. Parker

1. CALL MEETING TO ORDER

The meeting was called to order by Comm. Carol Griffith at 7:30 a.m.

2. ROLL CALL

Indicated the presence of a quorum.

3. APPROVAL OF MINUTES

Meeting minutes dated: April 3, 2019

Motion to approve the minutes as presented.

Moved by: G. Childs
Seconded by: D. Dolan

Yes (8): C. Griffith, K. Lawrence , W. Green , D. Helzerman, R. Bezotte, D. Dolan , G. Childs, and W. Nakagiri

Absent (1): D. Parker

Motion Carried (8-0-1)

4. TABLED ITEMS FROM PREVIOUS MEETINGS

None.

5. APPROVAL OF AGENDA

Motion to approve the Agenda as presented.

UNAPPROVED

Moved by: K. Lawrence
Seconded by: D. Helzerman

Yes (8): C. Griffith, K. Lawrence , W. Green , D. Helzerman, R. Bezotte, D. Dolan , G. Childs, and W. Nakagiri

Absent (1): D. Parker

Motion Carried (8-0-1)

6. CALL TO THE PUBLIC

Joni Harvey, 911 Central Dispatch Deputy Director announced that it is National Telecommunications week, the Annual Awards Ceremony has been postponed and will be scheduled at a later date.

7. REPORTS

None.

8. CLOSED SESSION

Discuss Pending Litigation in Case No.: 18-30101-CD

Motion to recess to Closed Session at 7:33 a.m.

Moved by: K. Lawrence
Seconded by: G. Childs

Yes (8): C. Griffith, K. Lawrence , W. Green , D. Helzerman, R. Bezotte, D. Dolan , G. Childs, and W. Nakagiri

Absent (1): D. Parker

Motion Carried (8-0-1)

Motion to return to Open Session 7:38 a.m.

Moved by: K. Lawrence
Seconded by: G. Childs

Yes (8): C. Griffith, K. Lawrence , W. Green , D. Helzerman, R. Bezotte, D. Dolan , G. Childs, and W. Nakagiri

Absent (1): D. Parker

Motion Carried (8-0-1)

UNAPPROVED

9. RESOLUTIONS FOR CONSIDERATION

9.1 Administration

Resolution Authorizing the Issuance of not to Exceed $11,500,000 Refunding Bonds, Series 2019

Sheriff Murphy presented the resolution and answered questions from the Committee.

Ken Hinton and Bond Counsel answered questions from the Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: G. Childs
Seconded by: D. Helzerman

Yes (8): C. Griffith, K. Lawrence , W. Green , D. Helzerman, R. Bezotte, D. Dolan , G. Childs, and W. Nakagiri

Absent (1): D. Parker

Motion Carried (8-0-1)

9.2 Circuit Court

Resolution Authorizing Submission of the FY 2020 Community Corrections Grant Application, Agreements, and other Supporting Documents

Roberta Sacharski presented the resolution

Recommend Motion to the Board of Commissioners.

Moved by: W. Green
Seconded by: K. Lawrence

Yes (8): C. Griffith, K. Lawrence , W. Green , D. Helzerman, R. Bezotte, D. Dolan , G. Childs, and W. Nakagiri

Absent (1): D. Parker

Motion Carried (8-0-1)

9.3 Central Dispatch

Resolution Amending Resolution 2018-03-049 Authorizing a Supplemental Appropriation and Fund Transfer for New 911 Facility Owner Responsibilities

Joni Harvey distributed a document (Attachment “A”) and presented the resolution.

UNAPPROVED

Recommend Motion to the Board of Commissioners.

Moved by: K. Lawrence
Seconded by: D. Dolan

Yes (8): C. Griffith, K. Lawrence , W. Green , D. Helzerman, R. Bezotte, D. Dolan , G. Childs, and W. Nakagiri

Absent (1): D. Parker

Motion Carried (8-0-1)

9.4 Human Resources

Resolution Authorizing an Agreement with Aon Related to Discount Database Disclosure

Jennifer Palmbos presented the resolution.

Recommend Motion to the Board of Commissioners.

Moved by: R. Bezotte
Seconded by: G. Childs

Yes (8): C. Griffith, K. Lawrence , W. Green , D. Helzerman, R. Bezotte, D. Dolan , G. Childs, and W. Nakagiri

Absent (1): D. Parker

Motion Carried (8-0-1)

9.5 Human Resources

Resolution Authorizing the Signing of a Service Agreement with Navia Benefit Solutions, Inc. for Flexible Spending Account and Cobra Administration Services

Jennifer Palmbos presented the resolution.

Recommend Motion to the Board of Commissioners.

Moved by: D. Helzerman
Seconded by: G. Childs

Yes (8): C. Griffith, K. Lawrence , W. Green , D. Helzerman, R. Bezotte, D. Dolan , G. Childs, and W. Nakagiri

Absent (1): D. Parker

Motion Carried (8-0-1)

UNAPPROVED

9.6 Emergency Management

Resolution Authorizing Livingston County to Participate in the FY 2018 Homeland Security Grant Program (HSGP) and to Sign the FY-2018 HSGP Agreement

Therese Cremonte presented the resolution.

Recommend Motion to the Board of Commissioners.

Moved by: K. Lawrence
Seconded by: R. Bezotte

Yes (8): C. Griffith, K. Lawrence , W. Green , D. Helzerman, R. Bezotte, D. Dolan , G. Childs, and W. Nakagiri

Absent (1): D. Parker

Motion Carried (8-0-1)

9.7 Emergency Management

Resolution Authorizing Funds for the Purchase of Mobile Data Computers for Livingston County Law Enforcement and Fire Services Utilizing FY 18 Homeland Security Grant Program Funds Over $25,000.00 Dollars

Therese Cremonte presented the resolution.

Recommend Motion to the Board of Commissioners.

Moved by: K. Lawrence
Seconded by: D. Dolan

Yes (8): C. Griffith, K. Lawrence , W. Green , D. Helzerman, R. Bezotte, D. Dolan , G. Childs, and W. Nakagiri

Absent (1): D. Parker

Motion Carried (8-0-1)

9.8 Sheriff

Resolution Authorizing an Agreement with CC Sports to Provide Two Loaner Sea-Doos during 2019 Marine Safety Program

Sheriff Murphy presented the resolution.

Recommend Motion to the Board of Commissioners.

UNAPPROVED

Moved by: R. Bezotte
Seconded by: D. Helzerman

Yes (8): C. Griffith, K. Lawrence , W. Green , D. Helzerman, R. Bezotte, D. Dolan , G. Childs, and W. Nakagiri

Absent (1): D. Parker

Motion Carried (8-0-1)

9.9 Sheriff

Resolution Authorizing an Agreement with Vance Outdoors, Inc. to Provide Ammunition Supply Services for the Livingston County Sheriff's Office

Sheriff Murphy presented the resolution.

Recommend Motion to the Board of Commissioners.

Moved by: D. Dolan
Seconded by: G. Childs

Yes (8): C. Griffith, K. Lawrence , W. Green , D. Helzerman, R. Bezotte, D. Dolan , G. Childs, and W. Nakagiri

Absent (1): D. Parker

Motion Carried (8-0-1)

9.10 Fiscal Services

Resolution to Authorize a First Quarter Supplemental Appropriation to the Fiscal-Year 2019 Budget

Cindy Catanach presented the resolution and answered questions from the Committee.

Recommend Motion to the Board of Commissioners.

Moved by: K. Lawrence
Seconded by: W. Green

Yes (8): C. Griffith, K. Lawrence , W. Green , D. Helzerman, R. Bezotte, D. Dolan , G. Childs, and W. Nakagiri

Absent (1): D. Parker

Motion Carried (8-0-1)

UNAPPROVED

10. ANNUAL REPORTS

10.1 Health Department

Dianne McCormick, Director of Public Health; Matt Bolang, Director of Environmental Health; Elaine Brown, Personal & Preventative Health Services Director; Lindsay Gestro, Emergency Preparedness Coordinator; and Natasha Radke, Health Promotion Coordinator, presented the Annual Report for the many areas and services of the Health Department and answered questions from the Commissioners.

10.2 Drain Commissioner

Ken Recker, Chief Deputy Drain Commissioner, and Michelle LaRose, Deputy Drain Commissioner, presented the Annual Report for the Drain Commissioner's Office.

11. CLAIMS

Miscellaneous Claims Dated: April 17, 2019

Recommend Motion to the Board of Commissioners.

Moved by: K. Lawrence
Seconded by: G. Childs

Yes (8): C. Griffith, K. Lawrence , W. Green , D. Helzerman, R. Bezotte, D. Dolan , G. Childs, and W. Nakagiri

Absent (1): D. Parker

Motion Carried (8-0-1)

12. PREAUTHORIZED

Computer Print-out Dated: April 4 through April 17, 2019

Recommend Motion to the Board of Commissioners.

Moved by: K. Lawrence
Seconded by: G. Childs

Yes (6): C. Griffith, K. Lawrence , D. Helzerman, R. Bezotte, G. Childs, and W. Nakagiri

Motion Carried (6 to 0)

13. CALL TO THE PUBLIC

Elizabeth Hundley, County Clerk, addressed the Committee regarding the League of Women Voters event held last Thursday.

UNAPPROVED

14. ADJOURNMENT

Motion to adjourn the meeting at 9:42 a.m.

Moved by: G. Childs
Seconded by: D. Helzerman

Yes (8): C. Griffith, K. Lawrence , W. Green , D. Helzerman, R. Bezotte, D. Dolan , G. Childs, and W. Nakagiri

Absent (1): D. Parker

Motion Carried (8-0-1)

_____

Natalie Hunt, Recording Secretary

UNAPPROVED

Attachment "A"

Project Budget Amendment Proposed - New 911 Facility 4-15-19

Owner Responsibility Items - Misc	Current	Revised	BAR
Tower Reconnection (Motorola)	$ 75,000	$ 99,414	$ 24,414
Furniture Relocation (Xybix)	$ 7,000	$ 16,821	$ 9,821
Phones (Caraousel)	$ 40,000	$ 39,845	$ (155)
Furniture/Gym (Marxmoda + 10% Contingency)	$ 50,000	$ 181,500	$ 131,500
911 Appliances	$ -	$ 10,000	$ 10,000
County IT	$ 493,423	$ 466,914	$ (26,509)
Tower Shelter (Enviro Building)	$ -	$ 26,507	$ 26,507
Signage	$ 5,000	$ 5,000	$ -
Buildiers Risk Insurance	$ 9,656	$ 9,656	$ -
	$ 680,079	$ 855,657	$ 175,578

RESOLUTION **NO:** [Title]

LIVINGSTON COUNTY **DATE:** Click or tap to enter a date.

Resolution Authorizing Livingston County's Annual Budget Process and Calendar for 2020 - Administration / Finance / Board

WHEREAS, the mission of Livingston County is to be an effective and efficient steward in delivering quality services within the constraints of sound fiscal policy. Our priority is to provide mandated services which may be enhanced and supplemented to improve the quality of life for all who work, reside and recreate in Livingston County; and

WHEREAS, the Livingston County Board of Commissioners recently held a Strategic Planning session to discuss the Board's vision and identify major goal areas. These goals will be used to set priorities that will guide the 2020 annual budget process; and

WHEREAS, the 2020 Budget will be created utilizing the MUNIS – ERP system.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby adopt the following objectives in the preparation of the 2020 Budget:

- Preserve services essential to the health, safety and welfare of our residents as mandated by State Constitution and Statutes unavailable except through Livingston County Government.
- Preserve/enhance services that support the County's Strategic Priorities.
- Services must be consistent with and sustainable within the fiscal parameters of the current and projected economic realities. It is acknowledged that this will require:
  - Streamlining work flows
  - Program review and potential elimination
  - Utilizing technology applications that streamline operations to reduce future costs.
  - Eliminate legacy applications that fail to improve efficiency.
  - Challenge the status quo in all work processes to promote improvements.

BE IT FURTHER RESOLVED that the Board of Commissioners hereby directs that the Government Finance Officers Association (GFOA) Distinguished Budget format continue to be used for the 2020 budget to prepare a document that serves as a Policy Document, Operation Guide, Financial Plan and Communication Device.

BE IT FURTHER RESOLVED that staffing needs for 2020 are to be submitted during the budget process. Each authorized position requires an assigned position control number through MUNIS. Additional positions above the current authorized level will be evaluated based on the justification provided of need and must be sustainable within resources available.

BE IT FURTHER RESOLVED that the Board of Commissioners hereby direct the following budget process consistent with the attached budget calendar:

- A Budget Work Session will be held in June for the Board of Commissioners to set budget priorities for 2020 Fiscal Year.

- Fiscal Services will provide all departments with the projected amount of their current level personnel costs, Cost Allocation, Internal Service Fund charges (IT, Building Services & Car Pool), and a target General Fund appropriation in the **Level 1 Budget - Base Projection**. It is the department responsibility to ensure that the projections accurately capture and reflect all current pay types received by each employee groups. The Level 1 projection will include:
  - Staff wage and benefit projections will be projected based on the 2019 current approved staffing levels.
  - General Fund Departments are encouraged to maintain budget requests at or below the adopted 2019 authorized budget that fall within target appropriation provided.
  - Special Revenue Funds and Enterprise Funds shall balance their expenditures with annual revenues.

- Departments will prepare all other line-item budget detailed requests and submit through MUNIS for the **Level 2 Budget – Department Request**.
  - All new position requests (both General Fund and non-General Fund) shall provide sufficient justification for need and clearly reflect the funding source to sustain the cost of the position. Cost estimates of all proposed positions will be done by Fiscal Services. A Position Request/Change Form must be submitted for all proposed positions and position changes.
  - Specific vendor / product / cost information shall be detailed for as many line-items as possible; however, to receive authorization to purchase with adoption of the 2020 Budget, line-item detail is required for the following:
    - 801000-803000 - Professional Consultants, Attorney Fees Indigent and Legal Services
    - 817000 – Membership Dues & Registration
    - 819000-819999 – Contract Services
    - 860500 – Out-of-State Travel
    - 943300-943902 – Software Maintenance
    - 957000-957001 – Employee Training/Seminars
    - 973000 – Building Improvements
    - 977000-977999 – Capital Equipment
    - 989000-989700 – Capital Outlay
  - County Administration, with Board participation, will meet with each of the Department Directors and Elected Officials to discuss their Department Requests.
  - Capital Projects are those projects with an estimated cost of over $50,000. These projects should be included in the 2020-2024 Capital Improvement Plan.
    - Capital projects that reduce future costs and support the County's Strategic Plan will be reviewed, prioritized, and moved forward by the Board.
    - Projects inadvertently left out of the plan must include a complete description of the project, return on investment analysis, and justification for need.

- Budgets submitted by Departments including new positions, reorganizations, programs, and capital projects will be reviewed, analyzed, and a recommendation by County Administration will be presented to Finance for the **Level 3 Budget – Administration Recommendation**.

- Budgets will be presented to the Finance Committee for recommendation to the Board of Commissioners for the **Level 4 Budget–Finance Committee Recommendation**.

- Board of Commissioners' adopted 2020 Livingston County Budget **Level 5 - Adopted Budget**.

BE IT FURTHER RESOLVED that the Board of Commissioners hereby direct the following budget process to be consistent with **the attached budget calendar.**

# # #

MOVED:
SECONDED:
CARRIED:

2020 BUDGET PROCESS & CALENDAR

DESCRIPTION OF BUDGET PROCESS

Base Projection

Revenue Forecast Committee projects 2020 General Fund revenue

Board of Commissioners work session to discuss budget priorites

Capital Improvement requests reviewed

Finance provides current level personnel costs, internal service costs, cost allocation charges and target appropriation to departments

Level 1
Due 7/12/19

Department Request

Update revenue accordingly

Identify program, position, and equipment needs

Meet with Board representatives & Administration

Present operating requests to the appropriate Committee

Level 2
Due 8/9/19

Administration Recommendation

Administration compiles & analyzes department requests

Revenue Forecast Committee meets to discuss updated projections

Administrator presents recommendation to Finance Committee

Level 3
Due 9/27/19

Finance Recommendation

Finance Committee to make decisions on the department requests and Administration recommendation

Budgets adjusted accordingly

Moved to Board of Commissioners and adopted as level 5

Level 4
Due 10/28/19

Level 5 Adopted Budget

BUDGET CALENDAR

May 8, 2019	Board of Commissioners authorizes 2020 Budget Process & Calendar
June 5, 2019	2020 Revenue Forecast Presentation to Finance Committee
June 10, 2019	Board of Commissioners adopts 2020 millages
June 10, 2019	Board of Commissioners Worksession for 2020 Budget Priorities
July 12, 2019	**Level 1 available to Departments**
June 24, 2019	Board of Commissioners accepts the Capital Improvement Plan (CIP) report
August 9, 2019	**Level 2 Department Requests due in MUNIS**
August 15-29, 2019	BOC & Administration meet with Departments to go over Department Requests
September 9, 2019	General Government and H&HS - Review of Level 2 Operating Budgets / Capital Requests
September 11, 2019	Finance - Review of Courts' Level 2 Operating Budgets / Capital Requests
September 23, 2019	Public Safety and I&D - Review of Level 2 Operating Budgets / Capital Requests
October 9, 2019	**Level 3 Administration Recommended Budget presentation**
November 6, 2019	**Level 4 Finance Committee Recommended Budget presentation**
November 15, 2019	Publish Notice of Public Hearing for Budget in Newspaper
November 25, 2019	**Level 5 Public Hearing and Adoption of 2020 Budget**

RESOLUTION **NO:** [Title]

LIVINGSTON COUNTY **DATE:** Click or tap to enter a date.

Resolution Authorizing a Supplemental Appropriation to the Fiscal-Year 2019 Budget – Facility Services

WHEREAS, the 2019-2024 Capital Improvement Plan included the replacement of five (5) HVAC roof-top units at the Sheriff/Jail building; and

WHEREAS, the HVAC replacement was included in the 2019 budget at an estimated amount of $60,000; and

WHEREAS, the cost of the units have increased since the initial capital budget planning process and is $70,300; and

WHEREAS, a supplemental appropriation from the Capital Replacement Fund 403 in the amount of $10,300 is requested; and

WHEREAS, additional capital improvement funds are requested in the amount of $10,300 to cover the increased cost.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners a supplemental appropriations to the Fiscal-Year 2019 Facility Services Operating budget for the purpose of purchasing 5 HVAC roof-top units for the Livingston County Sheriff Department facility as illustrated below:

FUND	2019 REVISED BUDGET	PROPOSED AMENDMENT	2019 PROPOSED AMENDED BUDGET
631 – Facility Services	$3,191,444	$10,300	$3,201,744

BE IT FURTHER RESOLVED that the Board of Commissioners authorizes the Treasurer to transfer an additional $10,300 for a total of $70,300 from the Capital Replacement Fund 403 to the Facility Services fund for the above purpose.

# # #

MOVED:
SECONDED:
CARRIED:

William E. Walter, Inc.

MECHANICAL CONTRACTORS

Service Division
" A Tradition of Excellence since 1945"

Service Proposal

April 15, 2019

Chris Dunn
Livingston County Jail
150 S. Highlander Way
Howell, MI 48843

Subject: RTU Replacements

Quotation Number: M2019-0166

Dear Mr. Dunn

We are pleased to submit a quotation for the following special services:

- Demo, remove and properly dispose of existing roof top heating and cooling unit's #1, 3, 4, 23 and 24.
- Supply and install RTU's #1, 23 and 24:
  - Lennox, KGB092S4M, 7.5-ton roof top heating and cooling unit.
  - 460 volts, 3-phase.
  - Single wall construction with foil faced insulation.
  - Economizer with enthalpy control.
  - Powered exhaust fan.
  - Factory disconnect.
  - Phase monitor.
  - Staged gas heat with aluminized steel heat exchanger.
  - Curb adaptor.

Cost: $15,300.00 (each)*

- Supply and install RTU # 3:
  - Lennox, KGB150S4M 12.5-ton roof top heating and cooling unit.
  - 460 volts, 3-phase.
  - Single wall construction with foil faced insulation.
  - Economizer with enthalpy control.
  - Powered exhaust fan.
  - Factory disconnect.
  - Phase monitor.
  - Staged gas heat with aluminized steel heat exchanger.
  - Curb adaptor.

Cost: $20,150.00*

•1917 Howard Ave, Flint, MI 48501 •
•Toll Free: (800) 681-3320 • Phone: (810) 232-0740 • Fax: (810) 232-3128 •

- Supply and install RTU # 4:
    - Lennox, KGB024S4D 2-ton roof top heating and cooling unit.
    - 230 volt, single phase
    - Single wall construction with foil faced insulation.
    - Economizer with enthalpy control.
    - Powered exhaust fan.
    - Factory disconnect.
    - Phase monitor.
    - Staged gas heat with aluminized steel heat exchanger.
    - Curb adaptor.

Cost: $9,870.00*

- Included are all necessary electrical, gas piping and sheet metal modifications.
- Included is a 1-year parts and labor warranty, a 5-year compressor warranty and a 10-year heat exchanger warranty.
- Included are all permits.
- Check, test and start.

Total Cost: $68,500.00* (if all units are purchased)
Delivery: 7-10 Days ARO

Notes and Exceptions:

*Add a crane charge of $1,800.00 is applicable no matter how many units are purchased.

Sincerely,

Carl L Drazic

Carl L. Drazic
Commercial Sales Consultant

MECHANICAL SERVICE CONTRACTORS OF AMERICA
MSCA STAR QUALIFIED
...your assurance of quality and value

•1917 Howard Ave, Flint, MI 48501 •
•Toll Free: (800) 681-3320 • Phone: (810) 232-0740 • Fax: (810) 232-3128 •

Standard Business Terms and Conditions

Acceptance and Prices

This proposal is subject to acceptance within 30 days. Prices are subject to adjustment if acceptance is delayed or modified. Future price adjustments may be required. Notice of adjustments shall be provided in writing. Taxes are not included.

The Customer will reimburse all costs and expenses incurred to William E. Walter, Inc. if accepted orders are canceled.

Working Hours

The work specified in this proposal is based on regular working hours of regular working days unless otherwise stated. If the Customer requests that the work be performed other than during regular working hours William E. Walter, Inc. may request additional charges for the additional services.

Payment

Payment terms for customers with established credit are **net 30 days**, unless contrary terms are stated. Past due service charges of 1-½% per month may apply on any principle amount due after 30 days.

Liability

William E. Walter, Inc. and the Customer shall indemnify, defend, and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney fees, resulting from death or bodily injury or damage to property of the other or other persons, arising out of or resulting from the negligence or misconduct of their respective employees, or other authorized agents in connection with their activities within the scope of their agreement. However, neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault the obligation to indemnify shall be proportional to their relative fault. Neither party shall be liable to the other for any special, indirect or punitive damages.

Any liability for incidental or consequential damages is expressly disclaimed. William E. Walter, Inc. will not be liable for repairs to any equipment damaged by reason of negligence, faulty system design, misuse, abuse by others or caused by conditions beyond its reasonable control. William E. Walter, Inc. maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by the Customer under this Agreement.

Customer Obligations

The customer shall:

- Operate the equipment in accordance with manufacturer's recommended instructions.
- Promptly notify William E. Walter, Inc. of any unusual operating conditions.
- Provide access to the equipment including removal, replacement, or refinishing of the building structure if necessary.
- Pay for any services and materials not specifically included in this agreement. Additional charges will be made upon customer's authorization at the prevailing rates.

Hazardous Materials

The Customer shall be responsible for the removal, handling, and disposal of all hazardous materials. Title to all hazardous materials or substances shall at all times remain with the Customer.

Warranty

William E. Walter, Inc. extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of 30 days from the completion of work performed. William E. Walter, Inc. expressly limits its warranty to cover only that portion of equipment which had specific service done by William E. Walter, Inc. These warranties do not extend to any service that has been repaired by others, or which has not been properly maintained. No warranty is made against corrosion, erosion, or deterioration.

Complete Agreement

The terms and conditions in William E. Walter's forms, acknowledgements, quotations, and invoices constitute the entire and exclusive agreement between the customer and William E. Walter, Inc.

•1917 Howard Ave, Flint, MI 48501 •
•Toll Free: (800) 681-3320 • Phone: (810) 232-0740 • Fax: (810) 232-3128 •

RESOLUTION **NO:** [Title]

LIVINGSTON COUNTY **DATE:** Click here to enter a date.

Resolution Authorizing an Agreement with Evergreen Outdoor, Inc. to Provide Grounds Maintenance, Lawn Care and Snow Removal Services – Facility Services

WHEREAS, there is an on-going need to contract for grounds maintenance, lawn care, and snow removal services; and

WHEREAS, in accordance with the County's Procurement Policy, a formal bid process was performed and submitted proposals were evaluated; and

WHEREAS, Evergreen Outdoor, Inc. submitted a proposal to provide grounds maintenance, lawn care and snow removal services for various Livingston County locations per the proposed rates in Attachment A of RFP-LC-19-02 for a (3) three year term beginning June 1, 2019 to June 1, 2022 with options for two (2) additional one- year renewals for a total contract period not to exceed five (5) years; and

WHEREAS, funding for same has been allocated and approved as part of the 2019 Operating budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an Agreement with Evergreen Outdoor, Inc. located at 2619 Golf Club Road, Howell, MI to provide lawn care and snow removal services on an as-needed basis for a three (3) year term commencing on June 1, 2019 to June 1, 2022 with options for two (2) additional one- year renewals for a total contract period not to exceed five (5) years.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements and future amendments for monetary and contract language adjustments related to the above as prepared by Civil Counsel.

BE IT FURTHER RESOLVED that the Board Chairperson is authorized to sign renewal options for Evergreen Outdoor, Inc. to provide lawn care and snow removal services for Livingston County as prepared by Civil Counsel upon satisfactory performance of the contract, as determined by the County Administrator.

# # #

MOVED:
SECONDED:
CARRIED:

LIVINGSTON COUNTY, MICHIGAN
FACILITY SERVICES DEPARTMENT

420 S. Highlander Way, Howell, MI 48843
Phone (517) 546-6491 **Fax** (517) 546-7266

Memorandum

To: **Livingston County Board of Commissioners**

From: **Chris Folts, Facility Services Director**

Date: **April 29, 2019**

Re: **Resolution Authorizing an Agreement with Evergreen Outdoor, Inc. to Provide Grounds Maintenance, Lawn Care and Snow Removal Services – GENERAL GOVERNMENT/ FINANCE / BOARD**

The County of Livingston uses an outside contractor to perform grounds maintenance, lawn care and snow removal services for various County grounds. The current contracts for these services have expired.

Per the County Procurement Policy, a competitive bid process was performed in which the bid was posted on the Michigan Inter-governmental Trade Network (MITN), the County website, an ad was placed in the newspaper and 3 companies were sent the solicitation directly. As a result, the solicitation reached a large group of qualified companies and even though only two (2) submissions were received, the evaluation committee believes that the process created a system of free and open competition and should be considered valid.

For lawn care services there is a decrease in rates from what we currently have; however, when the newly added sprinkler services are included in the calculation, there is an overall increase of 8% in costs for lawn care services. The overall change for snow removal services indicate a decrease of 11% from what we currently pay. For both contracts, there is a net decrease of 3%.

Based on the recommendation of the EC and comparison of our current and proposed rates, I am requesting the attached resolution be approved to award a contract with Evergreen Outdoors, Inc. to perform grounds maintenance, lawn care and snow removal services on an as-needed basis for a three (3) year term commencing on June 1, 2019 to June 1, 2022 with options for up to two (2) additional one-year renewals for a total contract period not to exceed five (5) years.

Thank you for your consideration. If you have any questions or concerns regarding this matter, please do not hesitate to contact me.

RESOLUTION **NO:**
LIVINGSTON COUNTY **DATE:**

Resolution Authorizing an Agreement with Evergreen Outdoor, Inc. to Provide Grounds Maintenance, Lawn Care and Snow Removal Services – GENERAL GOVERNMENT/ FINANCE / BOARD

WHEREAS, there is an on-going need to contract for grounds maintenance, lawn care, and snow removal services; and

WHEREAS, in accordance with the County's Procurement Policy, a formal bid process was performed and submitted proposals were evaluated; and

WHEREAS, Evergreen Outdoor, Inc. submitted a proposal to provide grounds maintenance, lawn care and snow removal services for various Livingston County locations per the proposed rates in Attachment A of RFP-LC-19-02 for a (3) three year term beginning June 1, 2019 to June 1, 2022 with options for two (2) additional one- year renewals for a total contract period not to exceed five (5) years; and

WHEREAS, funding for same has been allocated and approved as part of the 2019 Operating Budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an Agreement with Evergreen Outdoor, Inc. located at 2619 Golf Club Road, Howell, MI to provide lawn care and snow removal services on an as-needed basis for a three (3) year term commencing on June 1, 2019 to June 1, 2022 with options for two (2) additional one- year renewals for a total contract period not to exceed five (5) years.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements and future amendments for monetary and contract language adjustments related to the above as prepared by Civil Counsel.

BE IT FURTHER RESOLVED that the Board Chairperson is authorized to sign renewal options for Evergreen Outdoor, Inc. to provide lawn care and snow removal services for Livingston County as prepared by Civil Counsel upon satisfactory performance of the contract, as determined by the County Administrator.

# # #

MOVED:

SECONDED:

CARRIED:

RESOLUTION		**NO:**	[Title]
LIVINGSTON COUNTY		**DATE:**	Click or tap to enter a date.

Resolution Authorizing the County Treasurer to Establish the 2018 Delinquent Tax Fund - Treasurer

WHEREAS, The Livingston County Board of Commissioners has utilized Delinquent Revolving Tax Fund financing to settle delinquent tax accounts with involved governmental entities on a timely basis; and

WHEREAS, as a result, the school districts, as well as other local governments have been able to better plan and provide for necessary expenditures, often avoiding the necessity to borrow for operational needs; and

WHEREAS, Public Act 105 of 2003, amended the General Property Tax Act 206 of 1893 as it pertains to Principal Residence Exemption Denials (PRE Denials) and requires delinquent PRE Denials to be paid with the delinquent payout; and

WHEREAS, Livingston County has $112,270.01 of Principal Residence Exemption Denials that were turned over delinquent as of March 1, 2019; and

WHEREAS, the 2018 levied tax delinquency for Real Property as of March 1, 2019 is $8,194,281.96; and

WHEREAS, the 2018 Delinquent Tax Fund is to be fully self-funded through a transfer of $6,384,474.82 from existing Delinquent Tax Fund balances, and $1,922,077.15 from March and April 2019 tax collections.

THEREFORE BE IT REOLVED that the Livingston County Board of Commissioners hereby authorizes the Livingston County Treasurer to establish the 2018 Delinquent Tax Fund in the amount of $8,306,551.97.

# # #

MOVED:
SECONDED:
CARRIED:

LIVINGSTON COUNTY, MICHIGAN
LIVINGSTON COUNTY TREASURER

200 E. Grand River
Howell, MI 48843
Phone 514-546-7010 **Fax** 517-545-9638
Web Site: livingstonlive.org

Memorandum

To: **Livingston County Board of Commissioners**

From: **Jennifer M. Nash, Treasurer**

Date: **May 1, 2019**

Re: **RESOLUTION AUTHORIZING THE COUNTY TREASURER TO ESTABLISH THE 2018 DELINQUENT TAX FUND**

The Treasurer's Office successfully balanced and settled with all local unit 2018 property tax delinquencies by the statutory deadline of March 21st, 2019. The 2018 Delinquent Tax Fund will be fully self-funded in the amount of $8,306,551.97. This amount will be covered by a transfer of $6,384,474.82 from existing Delinquent Tax Fund balances and $1,922,077.15 from March and April 2019 collections.

This will be our fourth consecutive year of self-funding the entire delinquency. We had borrowed portions of the delinquencies for the tax years of 2008-2014 as a "cash flow" strategy while economic times were very unpredictable for taxpayers, local units and the county. Given the stronger economic times and the overall health of our delinquent tax revolving funds, we have transitioned back to the practice of self-funding which saves the costs of issuing notes and added interest expense incurred when borrowing.

Please let me know if you have any questions at all.

Jenny ☺

RESOLUTION **NO:** [Title]

LIVINGSTON COUNTY **DATE:** Click or tap to enter a date.

Resolution Authorizing the County Treasurer to Establish the Animal Shelter Donation Fund 231 - Treasurer

WHEREAS, the Animal Shelter routinely receives donations from citizens specifically restricted for use of the Animal Shelter; and

WHEREAS, these donations have historically been significant amounts and have been recorded in a Trust and Agency Account to avoid unused funds closing at year end to a general fund balance; and

WHEREAS, GASB requires the use of Special Revenue Funds to account for and report revenue sources that are restricted or committed for specified purposes; and

WHEREAS, the Treasurer recommends the creation of a Special Revenue Fund to account for the receipt and expense of donated funds specifically committed for the use of the Animal Shelter; and

WHEREAS, all expenditures of the fund will follow the county's accounts payable policy and procedures.

THEREFORE BE IT RESOLVED the Livingston County Board of Commissioners hereby authorizes the Livingston County Treasurer to establish the Animal Shelter Donation Fund to be used strictly for the recording and use of donated funds specific to the Animal Shelter.

# # #

MOVED:
SECONDED:
CARRIED:

LIVINGSTON COUNTY, MICHIGAN
LIVINGSTON COUNTY TREASURER

200 E. Grand River
Howell, MI 48843
Phone 514-546-7010 **Fax** 517-545-9638
Web Site: livingstonlive.org

Memorandum

To: **Livingston County Board of Commissioners**

From: **Jennifer M. Nash, Treasurer**

Date: **May 1, 2019**

Re: **RESOLUTION AUTHORIZING THE CREATION OF FUND 231 - ANIMAL SHELTER DONATION FUND**

Over the years, the Animal Shelter has received a variety of donations from Livingston County Citizens. These funds are have been designated by the donor to be used specifically for the Animal Shelter. The annual donation revenue has ranged anywhere from $5,000 to $10,000.

These funds have historically been receipted to a Trust and Agency Account to avoid unused funds from closing to a general use fund balance. This practice is not in keeping with the accounting rules, which tell us revenue sources that are of a restricted or committed nature shall be recorded in a Special Revenue Fund and shall be used only for the specific purpose designated by the source of the funds.

For these reasons, I am recommending the creation of a new special revenue fund titled "Animal Shelter Donation Fund". The fund will be used to properly record and account for the receipt and use of these committed funds. All expenditures from the fund shall follow the county's Accounts Payable policy and procedures.

This resolution establishes Fund 231 to be the new "Animal Donation" Fund, and in turn, brings us in compliance with GASB requirements of accounting for this type of revenue source.

Thank you for your consideration and I am happy to answer any further questions you may have.

RESOLUTION **NO:** [Title]

LIVINGSTON COUNTY **DATE:** Click or tap to enter a date.

Resolution Authorizing the County Treasurer to Establish the Sheriff Donation Fund 230 - Treasurer

WHEREAS, The Sheriff's Office routinely receives donations from citizens specifically restricted for use of the Sheriff's Office (ex: K-9, mounted division, etc); and

WHEREAS, these donations have historically been receipted into the General Fund; and

WHEREAS, GASB requires the use of Special Revenue Funds to account for and report revenue sources that are restricted or committed for specified purposes; and

WHEREAS, the Treasurer recommends the creation of a Special Revenue Fund to account for the receipt and expense of donated funds specifically committed for the use of the Sheriff's Office; and

WHEREAS, all expenditures of the fund will follow the county's accounts payable policy and procedures.

THEREFORE BE IT RESOLVED the Livingston County Board of Commissioners hereby authorizes the Livingston County Treasurer to establish the Sheriff Donation Fund to be used strictly for the recording the receipt and use of donated funds specific to the Sheriff's Office.

# # #

MOVED:
SECONDED:
CARRIED:

RESOLUTION **NO:**

LIVINGSTON COUNTY **DATE:** Click here to enter a date.

Resolution to Concur with the Livingston County Aeronautical Facilities Board for a Supplemental Appropriation and to Enter into an Agreement with M-B Companies, Inc. to Provide a Rotary Broom for Snow Removal for the Livingston County Spencer J. Hardy Airport - Airport

WHEREAS, Livingston County Spencer J. Hardy Airport has a need for a high speed runway broom for snow removal; and

WHEREAS, in accordance with the County's Procurement Policy, a formal bid process was performed and (3) submitted proposals were evaluated; and,

WHEREAS, M-B Companies, Inc. submitted a proposal that was the highest ranked, responsive proposal to RFP-LC-19-05 specifications and has demonstrated experience in manufacturing snow removal equipment for use at airports; and

WHEREAS, a federal (90%), state (5%), local (5%) grant agreement will fund this purchase.

THEREFORE BE IT RESOLVED the Livingston County Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board to enter into an agreement with M-B Companies, Inc. located at 1615 Wisconsin Ave., New Holstein, WI 53061 to purchase a Rotary Broom for Snow Removal at the Livingston County Spencer J. Hardy Airport in the amount of five hundred, ninety-seven thousand, two hundred and eighty-five dollars ($597,285.00).

BE IT FURTHER RESOLVED that the Board of Commissioners authorizes the following supplemental appropriation to the Fiscal Year 2019 budget as illustrated below:

Fund	Approved 2019 Budget	Proposed Amendment	Amended 2019 Budget
583 – Airport	**$ 0**	**$ 597,285**	**$ 597,285**

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

# # #

MOVED:
SECONDED:
CARRIED:

LIVINGSTON COUNTY
SPENCER J. HARDY
AIRPORT

3399 County Airport Drive
Howell, Michigan 48855
517-546-6675
Fax 517-546-6656
Mark D. Johnson - Airport Manager

MEMORANDUM

TO: Livingston County Board of Commissioners

FROM: Mark D. Johnson
Airport Manager

DATE: May 1, 2019

RE: M-B Companies High Speed Rotary Broom

For the past several years, the Livingston County Airport has been anticipating the purchase of a high speed broom for snow removal purposes. A broom removes all snow from the airport surfaces, which leaves bare pavement and better braking for aircraft.

Our present broom is 16' wide and the new one will be 20' wide. This will allow us to clear the runway in six passes instead of eight. The new broom also has substantially more power, allowing the removal of more snow at a faster speed.

The broom purchase will be funded with an FAA/MDOT/Local grant. The FAA will fund 90% of the purchase, MDOT 5% of the purchase and the airport is responsible for the remaining 5%, which is available in airport reserve funds.

RFP-LC-19-05 - Bid Tabulation

			M-B Companies, Inc.		Oshkosh Airport Products, LLC		Wausau Equipment Company, Inc.	
LINE ITEM	Deliverable	Quantity	Item Price	TOTAL	Item Price	TOTAL	Item Price	TOTAL
1	Rotary Broom	1	$ 597,285.00	$ 597,285.00	$ 650,367.00	$ 650,367.00	$ 623,236.00	$ 623,236.00
2	Discount			n/a		*pre-pay discount offered ($626,859.76), if paid within 5 days		n/a
3	Delivery			Included		Included		Included
4	Estimated Lead Time from Order (in days).			300		300		250-300
Total (Lines 1-3)				$ 597,285.00		$ 650,367.00		$ 623,236.00

RFP-LC-19-05: Evaluation Matrix

RFP-LC-19-05: Evaluation Matrix	Maximum Points	MB Companies	Oshkosh	Wausau
Evaluation Factors for Qualifications/Experience	80	58	64	59
Company Profile	20	19	18	13
References	40	34	32	31
Pricing	60	50	42	45
Total Points Earned	**200**	**161**	**156**	**148**

7

RESOLUTION		**NO:**	[Title]
LIVINGSTON COUNTY		**DATE:**	Click here to enter a date.

Resolution to Concur with The Livingston County Aeronautical Facilities Board to Enter into a Grant Agreement with the Michigan Department of Transportation to Fund Pavement Marking at The Livingston County Airport - Airport

WHEREAS, the pavement markings at the Livingston County Airport are in fair to poor condition and are faded in many areas; and

WHEREAS, the Michigan Aeronautics Commission has authorized a federal/state/local grant agreement to provide funding for this project; and

WHEREAS, the project is expected to begin in the next few weeks; and

WHEREAS, the total amount of the grant agreement is $40,000 and the local share (5%) is $2,000, which is available in the airport budget (5810540081900).

THEREFORE BE IT RESOLVED the Livingston County Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board to enter into a grant agreement with the Michigan Department of Transportation to fund the pavement marking project at the Livingston County Airport.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

# # #

MOVED:
SECONDED:
CARRIED:

LIVINGSTON COUNTY
SPENCER J. HARDY
AIRPORT

3399 County Airport Drive
Howell, Michigan 48855
517-546-6675
Fax 517-546-6656
Mark D. Johnson - Airport Manager

MEMORANDUM

TO: Livingston County Board of Commissioners

FROM: Mark D. Johnson
Airport Manager

DATE: May 1, 2019

RE: Pavement Marking Grant Agreement

Last fall, Livingston County entered into a similar grant with FAA/MDOT for painting at the airport. Due to inclement weather experienced during the fall, the work was not completed.

This grant will fund the striping of all pavement at the Livingston County Airport. The work will be done under an agreement with MDOT and the county will not hire the contractor directly. The local share of the project is $2,000, which is the local match for 90% FAA funding and 5% MDOT funding.

I anticipate the work to be completed in the next few weeks.

CONTRACT NO. 2019-0395
FEDERAL PROJECT NO. B-26-0000-1119

MICHIGAN DEPARTMENT OF TRANSPORTATION

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

CONTRACT FOR A FEDERAL/STATE/LOCAL

AIRPORT PROJECT

UNDER THE BLOCK GRANT PROGRAM

This Contract is made and entered into this date of _____ by and between the Michigan Department of Transportation (MDOT) and Livingston County Board of Commissioners (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Livingston County - Spencer J. Hardy Airport , whose associated city is Howell , Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated March 27, 2019 attached hereto and made a part hereof.

PROJECT DESCRIPTION: REHABILITATE RUNWAY - AIRFIELD PAINT MARKING (UNDER 2019 STATEWIDE PROGRAM).

Recitals:

The PROJECT is eligible for federal funding under the federal Airport Improvement Program, pursuant to 49 USC 47101 *et seq.*, including 47128; and

MDOT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

MDOT is responsible for the allocation and management of block grant funds pursuant to the above noted act; and

Information required by 2 CFR Part 200 is attached to this Contract as Attachment X.

The parties agree that:

1. The term "PROJECT COST," as used herein, is defined in Attachment(s) 12, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by MDOT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

THE SPONSOR WILL:

2. Enter into a contract with a consultant for each element of the PROJECT that requires expertise. The consultant will be selected in conformity with FAA Advisory Circular 150/5100-14. MDOT will select the consultant for each element of the PROJECT that involves preparation of environmental documentation. The SPONSOR will select the consultant for all other aspects of the PROJECT. All consultant contracts will be submitted to MDOT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity. The SPONSOR will neither award a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from MDOT. Any change to the consultant contract will require prior written approval from MDOT. In the event that the consultant contract is terminated, the SPONSOR will give immediate written notice to MDOT.

3. Make payment to MDOT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. MDOT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of the PROJECT work.

   Eligible PROJECT COSTS that are paid by the SPONSOR may be submitted for credit toward the SPONSOR's share of the PROJECT COST provided that they are submitted within one hundred eighty (180) days of the date the costs were incurred or within one hundred eighty (180) days of the date of award of this Contract by the parties, whichever is later. Documentation of the PROJECT COST will include copies of the invoices on which the SPONSOR will write the amounts paid, the check numbers, the voucher numbers, and the dates of the checks. Each invoice will be signed by an official of the SPONSOR as proof of payment. The amount of the SPONSOR billing will be reduced by the amount of the eligible credit, based on documentation submitted, provided it is submitted prior to the date of the billing. Should it be determined that the SPONSOR has been given credit for payment of ineligible items of work, the SPONSOR will be billed an amount to ensure that the SPONSOR share of PROJECT COSTS is covered.

   The SPONSOR pledges sufficient funds to meet its obligations under this Contract.

4. With regard to audits and record-keeping:

   a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.

   b. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract,

the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

c. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.

d. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.

6. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

   The SPONSOR agrees to comply with the General Conditions and Special Conditions set forth in Appendix F, attached hereto and made a part hereof.

   In addition, the SPONSOR agrees to accomplish the PROJECT in compliance with all applicable FAA Assurances, Advisory Circulars, and Certifications.

7. The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

MDOT WILL:

8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST. MDOT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved in accordance with Section 13 at the time of award of the amendment for approved work.

9. Upon receipt of payment requests approved by the SPONSOR, make payment for eligible PROJECT COSTS. MDOT will seek reimbursement from the FAA through the block grant issued to MDOT for funds expended on eligible PROJECT COSTS.

MDOT will not make payment for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.

10. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned or billed to the SPONSOR.

IT IS FURTHER AGREED THAT:

11. The PROJECT COST participation is estimated to be as shown below and as shown in the attached Exhibit 1. The PROJECT COST participation shown in Exhibit 1 is to be considered an estimate. The actual MDOT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

Federal Share	$36,000.00
Maximum MDOT Share	$2,000.00
SPONSOR Share	$2,000.00
Estimated PROJECT COST	$40,000.00

12. The PROJECT COST will be met in part with federal funds granted to MDOT by the FAA through the block grant program and in part with MDOT funds. Upon final settlement of cost, the federal funds will be applied to the federally-funded parts of this Contract at a rate not to exceed ninety-five percent (95%) up to and not to exceed the maximum federal obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 13. Those parts beyond the federal funding maximum may be eligible for state funds at a rate not to exceed ninety percent (90%) up to and not to exceed the maximum MDOT obligation shown in Section 11.

    For portions of the PROJECT for which only MDOT and SPONSOR funds will be applied to the final settlement, MDOT funds will be at a rate not to exceed ninety percent (90%), and the total MDOT funds applied toward the PROJECT COST may be up to but will not exceed the maximum MDOT obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 13. Any items of PROJECT COST not funded by FAA or MDOT funds will be the sole responsibility of the SPONSOR.

    MDOT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

13. The PROJECT COST shown in Section 11 is the maximum obligation of MDOT and federal funds under this Contract. The maximum obligation of MDOT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by MDOT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT

COSTS. The budget letter will be signed by the Administrator of the Airports Division of the Office of Aeronautics.

A budget letter will also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations of Section 11. If the total amount of the PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be awarded by the parties before the work is started.

14. In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, MDOT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COSTS incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting that excess funds be returned or at the time of financial closure, whichever comes first.

15. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

    Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

    MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If

the SPONSOR fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

16. Failure on the part of the SPONSOR to comply with any of the conditions of this Contract may be considered cause for placing the SPONSOR in a state of noncompliance, thereby making the SPONSOR ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the PROJECT and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this section, pro rata means proration of the cost of the PROJECT over twenty (20) years, if the PROJECT has not yet begun.

17. Any approvals, acceptances, reviews, and inspections of any nature by MDOT will not be construed as a warranty or assumption of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the PROJECT under this Contract.

    Any approvals, acceptances, reviews, and inspections by MDOT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and inspections by MDOT to be construed as a warranty as to the propriety of the SPONSOR's performance, but are undertaken for the sole use and information of MDOT.

18. In connection with the performance of PROJECT work under this Contract, the SPONSOR (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The SPONSOR (hereinafter in Appendix B referred to as the "contractor") further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Contract.

The SPONSOR will carry out the applicable requirements of MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 2, 2014, attached hereto and made a part hereof.

19. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from MDOT or the SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from MDOT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

    This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.

    The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT semi-annually in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

20. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.

21. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

    The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract due to any violation of 15

USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The SPONSOR shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract.

22. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party/parties to the contract that is/are the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation will be the financial responsibility of the SPONSOR.

23. MDOT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

24. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract as provided by this Contract or by law.

    This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

    This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by Contract or at law, for claims arising out of the performance of this Contract.

25. This Contract will be in effect from the date of award through twenty (20) years .

26. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.

27. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

By: _____

Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____

Title: Department Director

EXHIBIT 1

LIVINGSTON COUNTY-SPENCER J. HARDY AIRPORT
HOWELL, MICHIGAN

Project No. B-26-0000-1119
Contract No. FM 84-00-C52
Job No. 205288CON

March 27, 2019

	Federal	State	Local	Total
ADMINISTRATION	$0	$0	$0	$0
DEPARTMENT-AERO	$0	$0	$0	$0
PLANNING	$0	$0	$0	$0
DESIGN	$0	$0	$0	$0
CONSTRUCTION	$36,000	$2,000	$2,000	$40,000
Rehabilitate Runway - Airfield Paint Marking (under 2019 Statewide Program)	$36,000	$2,000	$2,000	$40,000
TOTAL PROJECT BUDGET	**$36,000**	**$2,000**	**$2,000**	**$40,000**

Federal Billing Breakdown:

Bill #1	$36,000	SBGP 9215	Grant Award Date: 6/11/15

Letting Information:	02/01/19	MDOT Let
Period of Performance End Date:	12/01/19	
MAC Approval:	03/27/19	

Quantity Breakdown:

Solid White	**80,000 SFT**
Solid Yellow	**60,000 SFT**
Solid Black	**12,000 SFT**

RESOLUTION		**NO:**	[Title]
LIVINGSTON COUNTY		**DATE:**	Click here to enter a date.

Resolution to Concur with the Livingston County Aeronautical Facilities Board to Amend the Lease Agreement with Construction Helicopters, Inc. to Include Property for Additional Parking - Airport

WHEREAS, Construction Helicopters Inc. entered into a lease agreement for property at the Livingston County Airport dated December 10, 2007; and

WHEREAS, Construction Helicopters Inc. desires to construct additional parking adjacent to their existing leasehold; and

WHEREAS, the proposed parking lot will accommodate twenty-three (23) vehicles and be constructed on the east side of the hangar; and

WHEREAS, an additional 11,900 square feet of property will be leased for the parking lot.

THEREFORE BE IT RESOLVED the Livingston County Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board to amend the lease agreement with Construction Helicopters Inc. to include additional property for the construction of a parking lot.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

# # #

MOVED:
SECONDED:
CARRIED:

LIVINGSTON COUNTY
SPENCER J. HARDY
AIRPORT

3399 County Airport Drive
Howell, Michigan 48855
517-546-6675
Fax 517-546-6656
Mark D. Johnson - Airport Manager

MEMORANDUM

TO: Livingston County Board of Commissioners

FROM: Mark D. Johnson
Airport Manager

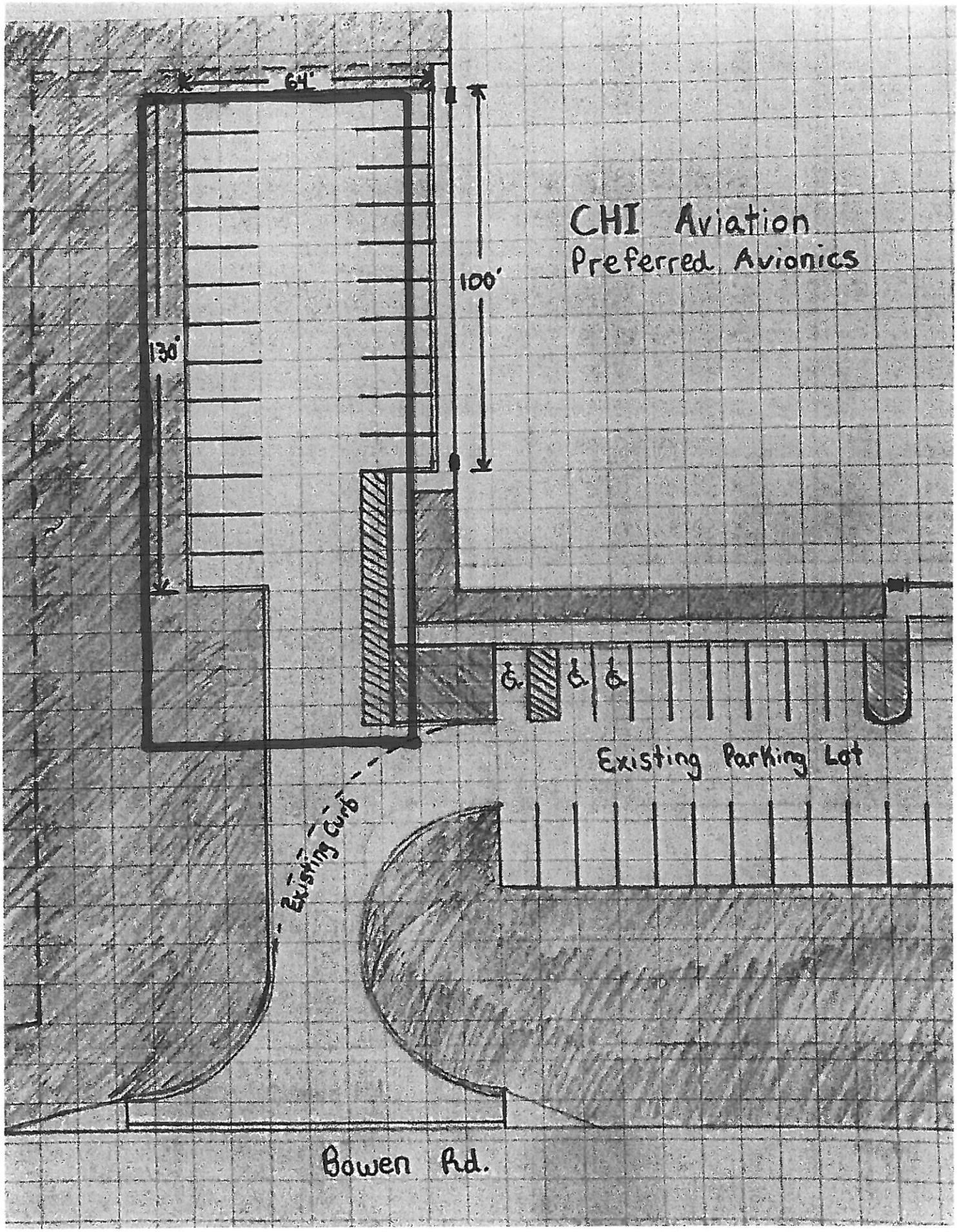
DATE: May 1, 2019

RE: Construction Helicopters Inc. Lease Amendment

Construction Helicopters Inc. moved from Willow Run Airport to the Livingston County Airport in 2007. They have continued to grow during their time at the airport are in need of additional employee parking. The lease area will total an additional 11,900 square feet.

Construction Helicopters intends to add parking for an additional 23 vehicles for customers and staff. This area will be on the east side of their building and will be accessed from their existing drive off Bowen Road.

The signed lease amendment that is attached was drafted by Civil Counsel.


64'
100'
130'
CHI Aviation
Preferred Avionics
Existing Parking Lot
Existing Curb
Bowen Rd.

ADDENDUM NO. 1 TO AIRPORT LEASE AND CONCESSION AGREEMENT

THIS ADDENDUM NO. 1 TO AIRPORT LEASE AND CONCESSION AGREEMENT is entered this ___ day of _____, 2019, by and between the **COUNTY OF LIVINGSTON** (hereinafter referred to as "LANDLORD"), and **CONSTRUCTION HELICOPTERS, INC.,** a Delaware corporation (hereinafter referred to as "TENANT"), whose address is 3679 Bowen Road, Howell, MI 48855, amends and provides supplemental terms to the Airport Lease and Concession Agreement entered into between the Landlord and Tenant on December 10, 2007 (hereafter, "the Lease").

WHEREAS, on December 10, 2007, the parties entered into the above-referenced Lease for the lease by Tenant of land owned by the County of Livingston at the Livingston County Airport ("the Demised Premises"), for a twenty-year term expiring on September 30, 2027, with the Tenant having options to renew for up to two additional five year periods; and

WHEREAS, the Tenant desires to lease additional land for use as a parking lot, for which additional rent will be charged; and

WHEREAS, the Landlord is willing to add the additional land and rent to the Lease.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. The Demised Premises, as referenced in Section 1 of the Lease, Demised Premises, shall also include Parcel D, Additional Land, described as a 170' x 70' parcel of land situated to the east of and abutting the Demised Premises, as more fully depicted on the attached Exhibit C.

2. The following provision shall be added to Section 3 of the Lease, Rental:

"Parcel D: Additional Land

For the initial period beginning on the date this Lease Addendum is executed, and ending on the 30th day of September, 2019 ("Initial Period"), TENANT shall pay to LANDLORD as rental for the Additional Land portion of the Demised Premises and the rights, privileges and concessions granted to it herein, subject to the duties and obligations outlined in this Agreement, monthly rental payments of THREE HUNDRED SEVENTY-SIX AND 83/100 DOLLARS ($376.83).

It is understood and agreed that the rent for the Initial Period is based upon a total rental area for the Additional Land of 11,900 square feet, at a rate of $0.38 per square foot per annum, annualized as FOUR THOUSAND FIVE HUNDRED TWENTY-TWO AND NO/100 DOLLARS ($4,522.00).

At the expiration of the Initial Period and every year thereafter during the term of this Agreement, commencing on the first (1st) day of October, 2019, the

annual rate of rent for the Additional Land portion of the demised premises shall be adjusted to the amount obtained by dividing the initial rental price of $0.38 per square foot per annum by the Detroit-Ann Arbor, All Items Consumer Price Index figure which is the most recently published one immediately preceding the commencement date of this Agreement, and multiplying the quotient thereof by the Consumer Price Index, Detroit-Ann Arbor, All Items, which is the most recent one published immediately before the effective date of the rent adjustment which is being computed. It is expressly understood that the rent will be adjusted in accordance with changes in the Consumer Price Index once every year during the term and any extension(s) of this Agreement.

For purposes of this Agreement, the Consumer Price Index means the Index for "All Items" for Urban Wage Earners and Clerical Workers Commodity Groups for the Detroit area, as determined by the United States Department of Labor, Bureau of Statistics (CPI-W).

Should the United States Government revise its Price Index at any time, the parties hereto will follow such suggestions as the government may issue for making an arithmetical changeover from one index to another. Should the Price Index be wholly discontinued, then its successor or the most nearly comparable successor index thereto shall be substituted, with the appropriate adjustments taken into account."

3. Except as modified by this Addendum, all other terms and conditions of the Lease shall remain in full force and effect during the Initial Term and any Extended Term, including but not limited to the Landlord's right under Sec. 16 of the Lease to terminate the Lease for the Tenant's breach or default of the Lease. In the event of any discrepancy between the terms of the Lease and the terms of this Addendum, the terms of this Addendum shall control. This Addendum shall become effective on the date first above written.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Addendum No. 1 on the day and year first above written.

LANDLORD:

COUNTY OF LIVINGSTON

Dated: _____

By: _____
Donald S. Parker, Chairperson

TENANT:

CONSTRUCTION HELICOPTERS, INC.

Dated: 4/23/19

By: _____

Its: CHIEF FINANCIAL OFFICER

APPROVED AS TO FORM FOR COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: TIMOTHY M. PERRONE
On:

n:\client\livingston\airport\amendments\addendum no. 1 to lease w construction helicopters inc.doc
LIV/Airport #07-002

RESOLUTION		**NO:**	[Title]
LIVINGSTON COUNTY		**DATE:**	Click or tap to enter a date.

Resolution Authorizing the creation of LETS Flexible Schedule Time Off Policy and Regular Schedule Time Off Policy and revisions to the Sick Call-In Policy and Vacant Position Policy - LETS

WHEREAS, LETS is requesting the creation of two new internal personnel policies and revisions to two existing internal personnel policies to improve employee retention and prevent service disruptions due to inadequate staff availability; and

WHEREAS, these changes modify or supplement certain County policies and are necessary due to the unique challenges presented by staffing a demand-based public transportation system; and

WHEREAS, the Flexible Schedule Time Off Policy has been created to avoid service disruptions by limiting the number of days that irregular part-time employees may take off annually; and

WHEREAS, the Regular Schedule Time Off Policy has been created to clarify the process for requesting time off for all regular full-time and part-time employees; and

WHEREAS, the Sick Call-in Policy has been revised to give management the option to require a doctor's note when an employee calls in more than three (3) days in a row to avoid service disruptions caused by extended, unplanned driver absences; and

WHEREAS, the Vacant Position Policy has been revised to require that all open positions are posted externally as well as internally to broaden the pool of qualified candidates and allow external applicants to apply for all positions.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the above changes to the attached internal LETS personnel policies.

# # #

MOVED:
SECONDED:
CARRIED:

Livingston Essential Transportation Service
3950 W. Grand River Ave., Howell, MI 48855
Tel: (517)546-6600 Fax: (517)546-5088

Greg Kellogg, Director
Adam Baranski, Deputy Director
Trisha Reed, Operations Manager

Filling Vacant Position Policy

Purpose:

To establish a policy and procedure for filling a vacant position(s) within the L.E.T.S. Department. To develop and maintain a clear structure of what procedure will be used to hire new and/or promote current employees.

Policy Statement:

All vacant position(s) will be internally and externally posted for a period of five (5) or more business days on the L.E.T.S. main office bulletin board and on the Livingston County website. The posting will include beginning and ending posting dates, open position (i.e. driver - temporary, part-time, or full time), number of hours per week, and position salary range.

Any (current) employee interested in a vacant position must give the Operations Manager (or Director if Operations Manager if not available) a letter of interest on the posted position prior to the posted ending date. The request must include the date, the employee's signature, and the posted position.

For a posted position that would result in additional hours or be considered a promotion, current employees will be considered for posted positions only if they possess the immediate required skills, competencies, and qualifications as defined in the job description and meet with other requirements as stated hereunder. Performance evaluations and any disciplinary actions may be reviewed and considered during the interview process.

An interviewing committee shall consist of a minimum of three interviewers (of which one (1) shall be from another department if available). Each member of the committee will have a predetermined set of questions and record all responses during the interview process. After the last interview all committee members shall take no more than one (1) day to rate the interviewee's from 1st choice to last choice to fill the vacant position.

The Employer reserves the right to advertise outside the department to fill a vacant position or promotion. External posting is mandatory for certain positions per Livingston County Human Resources.

When the Employer awards a position or promotion to an employee the Employer reserves the right to return an employee to his/her former position and rate of pay (if different).

When an employee is promoted to a full-time, 29-hour per week, or 19-hour per week position, the promotion date will be used for purposes of ranking seniority between employees within each individual classification.

All decisions made by the committee are final.

Printed Name: _____

Signature: _____ Date: _____

Livingston Essential Transportation Service
3950 W. Grand River Ave., Howell, MI 48855
Tel: (517)546-6600 Fax: (517)546-5088

Greg Kellogg, Director
Adam Baranski, Deputy Director
Trisha Reed, Operations Manager

Sick Call-in Policy

Do not call between 9:00PM and 5:00AM.
When calling in, you MUST speak with someone. The phone has been set up to not accept voicemails. It is your responsibility to **SPEAK** to someone to confirm your call in has been received, **a text message is not acceptable**.
This policy applies to sick call-ins only.

1st Step - Call dispatch call-in cell number: (517)915-8057

- A dispatcher will always have this phone.
- You must wait 10 minutes for a call back before moving to the next step.

2nd Step – If you have not received a call back within 10 minutes, please try to reach one of the following dispatchers.

- **Cindy K.** Please call Cindy's cell at (517) 861-0489.
- **Brian T.** Please call Brian's cell at (810) 293-0504.
- **Nikki G.** Please call Nikki's cell at (517) 404-5803.
- **Buffy K.** Please call Buffy's cell at (248) 755-6769.
- Finally, please call Trisha at (517) 295-8003. Leave a message if Trisha doesn't answer.

Drivers with a start time of 7:00am or prior are asked to call in the night before whenever possible. This will aid in dispatch being able to create necessary coverage.
All other shifts are required to call-in a minimum of 2 hours in advance.
Sick time will be applied equal to the scheduled shift. If you call in sick and have no sick time, then it will go unpaid.

L.E.T.S. Disciplinary Guideline:

Failure to comply with the sick call-in policy, before start of designated shift when unable to report for duty.
First Offense- Written Warning.
Second Offense- One-day suspension without pay at management discretion.
Third Offense- Three-day suspension without pay up to termination.

No Call No Show: failing to **show** up for work without giving advance notice of an absence.
First Offense- Written Warning
Second Offense- Three-day suspension without pay at management discretion up to Termination.

Employees who followed the sick call-in policy returning to work from an illness or leave of absence of more than three **(3)**~~(5)~~ scheduled work days may be required to submit a statement from his/her physician to certify his/her ability to return to work or to verify the illness. This note must be received no later than the employee's first day back to work. Failure to provide medical documentation will result in the following disciplinary actions (This is a modified statement from the county personnel manual, it has been modified to fit L.E.T.S. staffing needs).
First Offense- Written Warning
Second Offense- One to three-day suspension without pay at management discretion up to Termination.

Printed Name: _____ Date: _____

Signature: _____ Date: _____

LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF L.E.T.S. / CARPOOL

3950 W. Grand River, Howell, MI 48855
Phone 517-540-7847 **Fax** 517-546-5088
Web Site: co.livingston.mi.us

Memorandum

To: **Livingston County Board of Commissioners**

From: **Adam Baranski, Deputy Director of Transportation**

Date: **05/01/2019**

Re: **Resolution Authorizing the creation of LETS Flexible Schedule Time Off Policy and Regular Schedule Time Off Policy and revisions to the Sick Call-In Policy and Vacant Position Policy - LETS**

Attached please find a resolution creating and revising LETS internal policies for your consideration and approval.

Please note that a similar resolution was removed from the April 17, 2019 Finance agenda due to recommended changes from Civil Counsel. Primarily, the former Vacation Policy was split into the Flexible Schedule Time Off Policy and Regular Schedule Time Off Policy along with some language changes which are reflected in the attached markups.

If there are any question or I may be of any service, please don't hesitate to email or call 7847.

Thank you,

Adam J. Baranski

Livingston Essential Transportation Service
3950 W. Grand River Ave., Howell, MI 48855
Tel: (517)546-6600 Fax: (517)546-5088

Greg Kellogg, Director
Adam Baranski, Deputy Director
Trisha Reed, Operations Manager

Flexible Schedule Time Off Policy

L.E.T.S. employees will be allowed to put in for scheduled time off in 12 month increments. This means that Request for Time Off sheets may be submitted in January for the following year, (thru the following January), in February (thru the following February), etc. It will be the employee's responsibility to submit request forms in a timely manner. All requests will be reviewed on a first come first serve basis. The number of employees granted time off will be determined by coverage needs.

All request shall be submitted a minimum of two (2) weeks in advance. Any requests submitted less than two (2) weeks in advance shall be subject to coverage needs as determined by dispatch.

In situations where there are extenuating circumstances a request may be made to the Department Director for time off without pay. Such request will be evaluated on a case by case basis.

In situations other than routine requests for time off, please refer to Section IV, Leave of Absence of the Livingston County Personnel Manual.

In order to create a way to manage time off for part time employees working **19 hours per week or less** (the "Flexible Schedule") while allowing L.E.T.S. to rely on availability, the following departmental policy will apply:

1. Flexible Schedule employees working 4 or 5 days per week are permitted to select up to 8 of their scheduled work days as a day off, without pay, per year;

2. Flexible Schedule employees working 3 days per week are permitted to select up to 6 of their scheduled work as a day off, without pay, per year; and

3. Flexible Schedule employees working 2 days per week are permitted to select up to 4 of their scheduled work days as a day off, without pay, per year.

Printed Name: _____

Signature: _____ Date: _____

Livingston Essential Transportation Service
3950 W. Grand River Ave., Howell, MI 48855
Tel: (517)546-6600 Fax: (517)546-5088

Greg Kellogg, Director
Adam Baranski, Deputy Director
Trisha Reed, Operations Manager

Full Time and Regular Part-time Schedule Time Off Policy

L.E.T.S. employees will be allowed to put in for scheduled time off in 12 month increments. This means that Request for Time Off sheets may be submitted in January for the following year, (thru the following January), in February (thru the following February), etc. It will be the employee's responsibility to submit request forms in a timely manner. All requests will be reviewed on a first come first serve basis. The number of employees granted time off will be determined by coverage needs.

All request shall be submitted a minimum of two (2) weeks in advance. Any requests submitted less than two (2) weeks in advance shall be subject to coverage needs as determined by dispatch.

In situations where there are extenuating circumstances a request may be made to the Department Director for time off without pay. Such request will be evaluated on a case by case basis.

In situations other than routine requests for time off, please refer to Section IV, Leave of Absence of the Livingston County Personnel Manual.

Full Time employees (40 hours per week) and Regular Part Time employees (29 hours per week):

- Vacation time is a benefit offered to Full Time and Regular Part Time employees of Livingston County and governed by the County Personnel Manual with this Department attachment. See County Personnel Manual for vacation accrual schedule.
    - All Full Time employees are limited to accumulated vacation time for scheduled days off.
    - All Regular Part Time employees are limited to accumulated vacation time for scheduled days off.
- Holidays are a benefit offered to Full Time and Regular Part Time employees. Holidays include Martin Luther King Jr. Day, President's Day, Columbus Day and Veterans Day. Two (2) floating holidays can be used the first six (6) months and two (2) in the last six (6) months, not to accumulate from year to year.

Printed Name: _____

Signature: _____ Date: _____

RESOLUTION **NO:** [Title]

LIVINGSTON COUNTY **DATE:** Click here to enter a date.

Resolution Amending Resolutions 2014-06-181 and 2018-08-141 Authorizing an Extension of Transit Attorney Services Contract - LETS

WHEREAS, pursuant to authority granted in Resolutions 2014-06-181 and 2018-08-141, LETS entered into a contract with Foster Swift Collins & Smith, PC for transit attorney services for a 5-Year period from July 1, 2014 to June 30, 2019 following a solicitation process; and

WHEREAS, Foster, Swift, Collins & Smith, PC has provided oustanding service for LETS during the original contract period and continues to work on ongoing matters; and

WHEREAS, the transit attorney legal specialty is relatively uncommon and requires a specialized knowledge of Federal Transit Administration and Michigan Department of Transportation rules and regulations; and

WHEREAS, the current contract allows for an extension by written amendment and both parties wish to extend the contract for a period of two (2) years from the original expiration date of June 30, 2019; and

WHEREAS, all terms and conditions, including rates of service, will remain the same.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize an amendment to the Transit Attorney Legal Services Agreement to extend the contract for a period of two (2) years beginning on July 1, 2019 ending on June 30, 2021.

BE IT FURTHER RESOLVED that the Board Chair of the Board of Commissioners is authorized to sign any and all amendments, agreements or other documents as needed upon review of Civil Counsel.

# # #

MOVED:
SECONDED:
CARRIED:

LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF L.E.T.S.

3950 W. Grand River, Howell, MI 48855
Phone 517-540-7847 **Fax** 517-546-5088
Web Site: www.livgov.com/lets

Memorandum

To: **Livingston County Board of Commissioners**

From: **Greg Kellogg, Transportation Director**

Date: **05/01/2019**

Re: **Resolution Amending Resolutions 2014-06-181 and 2018-08-141 Authorizing an Extension of Transit Attorney Services Contract - LETS**

LETS entered into a contract with the Koerner Law Group, PLLC, for transit attorney services in July 2014 following a solicitation process. The 5-Year contract period began July 1, 2014 and will expire on June 30, 2019 pursuant to resolution 2014-06-181.

Mark T. Koerner, the President of The Koerner Law Group, PLLC, and principle attorney, then joined the law firm of Foster Swift Collins & Smith, PC, in August 2018. The contract was amended to reflect that change pursuant to resolution 2018-08-141.

The original 5-year contract is set to expire on June 30, 2019; however, the contract language indicates that it may be extended by written amendment. Due to the outstanding service provided by Mr. Koerner during the original contract period, and the specialized nature of transit attorney services, LETS wishes to extend the contract for a period of two (2) years beginning on July 1, 2019 ending on June 30, 2021, after which the contract will be re-bid.

If you have any questions please contact me directly at x7843.

RESOLUTION		**NO:**	[Title]
LIVINGSTON COUNTY		**DATE:**	Click or tap to enter a date.

Resolution Authorizing Vehicle Purchase and Supplemental Appropriation to the Fiscal-Year 2019 Budget – Car Pool/Veterans Services

WHEREAS, the Veteran Services Department purchased a MY 2014 MV-1 accessible vehicle in November 2015; and

WHEREAS, Mobility Ventures produced the MV-1 on contract with AM General, which ceased production of the vehicle in 2016 due to financial problems; and

WHEREAS, with the end of production vehicle repair costs have increased and replacement parts are becoming difficult to source; and

WHEREAS, for these reasons the Veterans Services Committee has authorized replacing the MV-1 ahead of schedule; and

WHEREAS, the MV-1 was originally placed on an 84 month "lease" through the County's vehicle lease (capital replacement) program, at the end of which sufficient funds would have accumulated to purchase a replacement; and

WHEREAS, the Committee has indicated that it no longer wishes to participate in the vehicle lease program so the replacement vehicle will be purchased using accumulated lease holdings, currently $25,158, plus the residual value from selling the MV-1; and

WHEREAS, the recommended replacement vehicle is a 2019 Dodge Caravan wheelchair accessible minivan which will be purchased from the State of Michigan Transit Vehicle Purchasing Program contract at a cost not to exceed Thirty Five Thousand dollars ($35,000); and

WHEREAS, the van will be purchased by Car Pool on behalf of the Veterans Services Department, which will be charged back for the vehicle purchase and annual operating costs; and

WHEREAS, the vehicle purchase was not included in the FY 2019 authorized budget and therefore amendments to the Car Pool and Veterans Services budgets are necessary; and

WHEREAS, the proposed amendment ensures compliance with the Uniform Budgeting and Accounting Act, as amended.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the purchase of a replacement MY 2019 Dodge Caravan wheelchair accessible van for the Veterans Services Department at a cost not to exceed Thirty Five Thousand dollars ($35,000).

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes amendments to the Fiscal Year 2019 Car Pool and Veterans Services budgets as indicated below:

FUND	APPROVED 2019 BUDGET	PROPOSED AMENDMENT	2019 AMENDED BUDGET
661 – Car Pool	$ 1,871,399	$ 35,000	$ 1,906,399
295 – Veterans Services	$ 1,065,121	$ 35,000	$ 1,100,121

BE IT FURTHER RESOLVED that the worksheet showing details of the above is available for review in the County Administration Finance office.

BE IT FINALLY RESOLVED that the Car Pool Director is hereby authorized to dispose of decommissioned vehicles that are being replaced per the County Purchasing/Disposal Policy.

# # #

MOVED:
SECONDED:
CARRIED:

LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF L.E.T.S.

3950 W. Grand River, Howell, MI 48855
Phone 517-540-7847 **Fax** 517-546-5088
Web Site: www.livgov.com/lets

Memorandum

To: **Livingston County Board of Commissioners**

From: **Greg Kellogg, Transportation Director**

Date: **05/01/2019**

Re: **Resolution Authorizing Vehicle Purchase and Supplemental Appropriation to the Fiscal-Year 2019 Budget – Car Pool/Veterans Services**

The Veteran Services Department purchased a Model Year 2014 MV-1 accessible vehicle in November 2015.

The MV-1 was a promising concept as a dedicated wheelchair-accessible passenger vehicle. Mobility Ventures produced the MV-1 on contract with AM General (manufacturer of the Humvee for the US military) beginning in 2011; however, production was ceased in 2016 as the company ran into financial problems.

With the end of production vehicle repair costs have increased and replacement parts are becoming difficult to source. The MV-1 utilizes OEM parts primarily from Ford, but Car Pool has encountered delays receiving parts from both the local Ford dealership and Midwest Transit Equipment, the dealer from which the vehicle was originally purchased.

As a result of the increased maintenance costs and parts scarcity the Veterans Services Committee has authorized replacing the MV-1 ahead of schedule. The vehicle was originally placed on an 84 month "lease" through the County's vehicle leasing (capital replacement) program, at the end of which sufficient funds would have accumulated to purchase a replacement. However, the Veterans Services Committee has indicated that the Department will purchase the replacement vehicle outright and no longer participate in the County lease program. Therefore, funding for the replacement vehicle will consist of accumulated lease holdings, currently $25,158, plus the residual value from selling the MV-1 at auction.

The recommended replacement vehicle is a 2019 Dodge Caravan wheelchair-accessible minivan which will be purchased from the State of Michigan Transit Vehicle Purchasing Program contract (via LETS) at a cost not to exceed Thirty Five Thousand dollars ($35,000). This represents a savings of approximately $10,000 off of the retail cost.

The replacement van will be purchased by Car Pool on behalf of the Veterans Services Department, which will be charged back for the vehicle purchase through MUNIS. Please note that Car Pool will continue to charge the Department back for vehicle operating costs including maintenance, fuel, and insurance even though it will no longer participate in the lease program.

This purchase was not included in the FY 2019 authorized budget and therefore amendments to the Car Pool and Veterans Services budgets are necessary to complete the replacement vehicle purchase.

Documentation of repair costs for the MV-1 and details about the replacement Caravan, including order form, are available for review upon request.

If you have any questions please contact me directly at x7843.

RESOLUTION		**NO:**	[Title]
LIVINGSTON COUNTY		**DATE:**	Click or tap to enter a date.

Resolution Accepting the Livingston County Transit Master Plan Dated March 5, 2019 - Board of Commissioners

WHEREAS, the Livingston County Board of Commissioners, recognizing the impact of Public Transportation on people who are unable to use an automobile and on congestion, land use, and automobile emissions, contracted with AECOM Great Lakes, Inc. to provide consulting services for a countywide public transportation study to support the development of a new Transit Master Plan to replace the 2007 plan; and

WHEREAS, AECOM presented the results in a Livingston County Transit Master Plan dated March 5, 2019 at the Board of Commissioners meeting of March 11, 2019; and

WHEREAS, the four major goals identified in the plan are to; improve the system efficiency of current service for existing and new customers; develop new services that expand the customer base and respond to unserved needs; provide regional connections; and collaborate across communities, agencies, and sectors to have multimodal transportation considered as part of the County's development; and

WHEREAS, the Board of Commissioners recognizes the efforts of the consultants, L.E.T.S. staff, the members of the Transportation Coalition, and the general public to develop this plan and thanks them for their input and hard work in so doing; and

WHEREAS, the plan provides alternatives for the issues of governance and funding relating to the implementation of the plan suggestions.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby accepts the plan as a tool to provide guidance in making future adjustments in Livingston County's public transportation system.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners is committed to continuing to operate L.E.T.S. as a County Transportation System under Public Act 94 of 1933.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners will consider the appropriate level of local funding through its budgeting and strategic planning activities.

# # #

MOVED:
SECONDED:
CARRIED:

RESOLUTION **NO:**

LIVINGSTON COUNTY **DATE:**

Resolution Authorizing Easements for the City of Howell's State Street Reconstruction Project - County Administration

WHEREAS, the City of Howell State Street Reconstruction Project involves the complete reconstruction of State Street, between Clinton Street and Grand River Avenue, on the west side of the Historical Courthouse, thereby creating a need for a Temporary Construction Easement; and

WHEREAS, the project will also include DTE Energy's reconstruction and rehabilitation of all of the underground utilities in the area, creating the need for a permanent Utility Easement as well; and

WHEREAS, neither easement will interfere with current or future development of County property.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes a Temporary Construction Easement to the City of Howell at the cost of $1.00.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorizes a permanent Utility Easement to DTE Energy at the cost of $1.00.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is hereby authorized to sign all easements, forms, assurances, contracts/agreements, and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

# # #

MOVED:
SECONDED:
CARRIED:

City of Howell State Street Reconstruction Project
Project Description

The City of Howell State Street Reconstruction project involves the complete reconstruction of State Street, between Clinton Street and Grand River Avenue and the north/south and east/west alleys to the east. The project will also include the reconstruction and rehabilitation of all of the underground utilities in the area.

From a utility perspective, the project will remove lead jointed pipes from the City's water system and replace all the other water main in the area, some of which are nearly 100 years old and cannot support the necessary fire flow for downtown buildings. The failing storm sewer in the area will be replaced as it is nearly 70 years old and is causing some flooding issues with surrounding buildings. And the sanitary lines in the area, which are nearly 50 years old, will be replaced and refurbished as needed.

From a road perspective, the roads and alleys will be reconstructed in a more pedestrian and environmentally friendly way. By utilizing pervious pavement in the alleys, the drainage between buildings will be reduced by up to 40%, limited potential flooding issues in the neighboring buildings. State Street will be reconstructed as a festival street, which has been a long term goal of the City for many years. The road serves as the City's event hub, hosting the farmer's market, which serves the City's low to moderate income residents, the Veteran's parade, the Pink Party for cancer research, the Melon Fest, Howell's largest summer event, and countless other year round events. By creating a barrier free space that drains effectively, all City residents will be able to enjoy events.

TEMPORARY CONSTRUCTION EASEMENT

LIVINGSTON COUNTY, a political subdivision of the State of Michigan, whose address is 304 East Grand River Avenue, Suite 201, Howell, MI 48843 ("Grantor"), who certifies and warrants that it is the sole legal owner in fee of the real property described herein, for and in consideration of the sum of $1.00 paid by the **CITY OF HOWELL**, a Michigan municipal corporation, whose address is 611 East Grand River Avenue, Howell, MI 48843 ("Grantee"), does hereby grant to Grantee during the construction of and for a period of six (6) months after completion of the State Street Reconstruction Project, the right to move personnel, equipment and materials on and through and the right to store equipment, material and excavated matter on the following described TEMPORARY CONSTRUCTION EASEMENT:

SEE DESCRIPTION ATTACHED AS EXHIBIT A
PARCEL NO. 4717-36-300-015

The premises so disturbed by reason of the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns, and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures this 14th day of May, 2019.

GRANTOR: LIVINGSTON COUNTY

_____

DONALD S. PARKER - CHAIRMAN
LIVINGSTON COUNTY BOARD OF COMMISSIONERS

Acknowledged before me on May 14, 2019, by Donald S. Parker, Chairman, County Board of Commissioners of Livingston County, on behalf of Grantor.

_____

Carol Sue Jonckheere - Notary Public
Livingston County, Michigan
Acting in Livingston County, MI
My Commission Expires: 10/20/20

DRAFTED BY;

Timothy M. Perrone (P37940)
601 N. Capitol Ave.
Lansing, MI 48933

WHEN RECORDED, RETURN TO:
Grantor

APPROVED AS TO FORM FOR COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
BY: TIMOTHY M. PERRONE – 5/ /2019

DRAFT

EXHIBIT A

Description of Property (Taken from Record 4717-36-300-015)

Court House Square, "Cowdry's Addition" to the Village of Howell (now the City of Howell), Section 36, T2N, R4E, Livingston County, Michigan.

Subject to reservations, restrictions, and easements of record, if any.

Also known as Parcel No. 4717-36-300-015

Description of Temporary Construction Easement

A Temporary Construction Easement, being the westernmost ten feet of the property described above as Court House Square, "Cowdry's Addition" to the Village of Howell (now the City of Howell), Section 36, T2N, R4E, Livingston County, Michigan, not including the area of property containing the Livingston County Veterans Memorial.

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DTE ELECTRIC COMPANY EASEMENT
(RIGHT OF WAY)

For the consideration of system betterment, Grantor grants to Grantee a permanent, non-exclusive easement ("Right of Way") in, on, under and across a part of Grantor's Land called the "Right of Way Area".

"Grantor" is: LIVINGSTON COUNTY, 304 E. Grand River Ave., Suite 201, Howell, MI 48843

"Grantee" is: DTE Electric Company, a Michigan corporation, One Energy Plaza Drive, Detroit MI 48226

"Grantor's Land" is in part of Section 36, T2N, R4E, City of Howell, County of Livingston, and State of Michigan, and is described as follows:

AS SHOWN ON ATTACHED LEGAL DESCRIPTION - EXHIBIT A

Tax Identification Number: 4717-36-300-015

More commonly known as: 200 E. Grand River Ave., Howell, MI 48843

The "Right of Way Area" is a twelve (12') foot wide easement on part of Grantor's Land. The centerline of the Right of Way Area shall be established in the as-built location of the centerline of Grantee's facilities, and shall be installed on Grantor's Land in the approximate location described as follows:

AS SHOWN ON ATTACHED SKETCH OF EASEMENT - EXHIBIT B

1. Purpose: The purpose of this Right of Way is to construct, reconstruct, modify, add to, repair, replace, inspect, operate and maintain utility line facilities, which may consist of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories.

2. Access: Grantee has the right of pedestrian and vehicular ingress and egress to and from the Right of Way Area over and across Grantor's Land.

3. Buildings or other Permanent Structures: No buildings or other permanent structures or improvements may be constructed or placed in the Right of Way Area without Grantee's prior, written consent. Grantor agrees, at its own expense, to remove any improvement that interferes with the safe and reliable operation, maintenance and repair of Grantee's facilities upon the written demand of Grantee.

DRAFT

4. Excavation: Pursuant to 2013 Public Act 174, MISS DIG (1-800-482-7171 or 811 in some areas) must be called before any excavation in the Right of Way Area may proceed.

5. Trees, Bushes, Branches, Roots, Structures and Fences: Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots growing or that could grow or fall in the Right of Way Area and remove any structures, improvements, fences, buildings or landscaping in the Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation, maintenance and repair of Grantee's facilities. No landscaping, trees, plant life, structures, improvements or fences may be planted, grown or installed within 8 feet of the front door, or within 2 feet of the other sides, of transformers or switching cabinet enclosures, and Grantee shall not be responsible for any damage to, or removal of, landscaping, trees, plant life, structures, improvements and/or fences located in such areas.

6. Restoration: If Grantee's agents, employees, contractors, subcontractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee will restore Grantor's Land as nearly as is reasonably practicable to the condition in which it existed prior to such damage. Restoration with respect to paved surfaces shall consist of asphalt cold patching of the damaged portion of any asphalted surfaces when the weather conditions suggest such use and the cement patching of the damaged portion of any cemented surfaces. Grantee shall have no liability, however, for the restoration or cost of any improvements located within the Right of Way Area, including. but not limited to, parking islands, gutters, fences or landscaping such as trees, bushes, or flowers (but not a simple lawn which, if damaged, will be patched and re-seeded by Grantee) that are damaged by Grantee in the course of constructing, reconstructing, modifying, adding to, repairing, replacing, operating or maintaining its facilities as described in paragraph 1 above.

7. Successors: This Right of Way runs with the land and binds and benefits Grantors and Grantee's successors and assigns.

8. Exemptions: This Right of Way is exempt from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

9. Governing Law: This Right of Way shall be governed by the laws of the State of Michigan.

10. Additional Provisions: The Grantee, its lessees or assigns, prior to entering upon lands of the Grantor for the purpose of maintaining, repairing, cleaning out, widening, deepening or extending the electric lines or appurtenances owned by the Grantee, shall obtain the prior approval of the office of the County Administrator, which approval shall not be unreasonably withheld. The Grantee shall have the right from time to time to clear the Easement of all trees, undergrowth and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by the Grantee of the right, privileges and easements herein granted. This Easement shall be binding on all other parties, both public and private, which presently, or at a future date, occupy or un1ize the easement area conveyed hereby for the utility lines. The Grantee agrees to maintain and protect at its own expense its electric lines or appurtenance and equipment within the easement area. The Grantee agrees to save and keep Grantor harmless from and indemnify it against any penalty, damage or charges imposed for any violation of any laws or ordinances, and at all times to protect, indemnify and save Grantor and the State of Michigan harmless of and from any loss, cost, damage or expense, including attorney's fees, arising out of or from any

DRAFT

accident or any other occurrence on or about the premises above described, causing injury to any person or property arising by reason of construction, operation and maintenance, and use of this Easement resulting out of Grantee negligence. Grantor reserves the right to full use of said premises subject to rights granted.

GRANTOR: LIVINGSTON COUNTY

_____

DONALD S. PARKER - CHAIRMAN
LIVINGSTON COUNTY BOARD OF COMMISSIONERS

Acknowledged before me on _____, 2019, by Donald S. Parker, Chairman, County Board of Commissioners of Livingston County, on behalf of Grantor.

My Commission Expires: 10/20/2020

_____

Carol Sue Jonckheere - Notary Public
Livingston County, Michigan
Acting in Livingston County, MI

DRAFT

DRAFTED BY:

TIMOTHY M. PERRONE (P37940)
601 N. Capitol Ave.
Lansing, MI 48933

WHEN RECORDED, RETURN TO:

DTE ELECTRIC COMPANY
37849 Interchange Drive
Farmington Hills, MI 48335

APPROVED AS TO FORM FOR COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
BY: TIMOTHY M. PERRONE – 5/ /2019

N:\Client\Livingston\Brd of Commr\Agreements\Easements\DTE Easement\DTE Easement for Courthouse Square.docx

EXHIBIT A

DESCRIPTION OF PROPERTY (TAKEN FROM RECORD 4717-36-300-015)

Court House Square, "Cowdry's Addition" to the Village of Howell (now the City of Howell), Section 36, T2N, R4E, Livingston County, Michigan.

Also known as Parcel Number 4717-36-300-015.

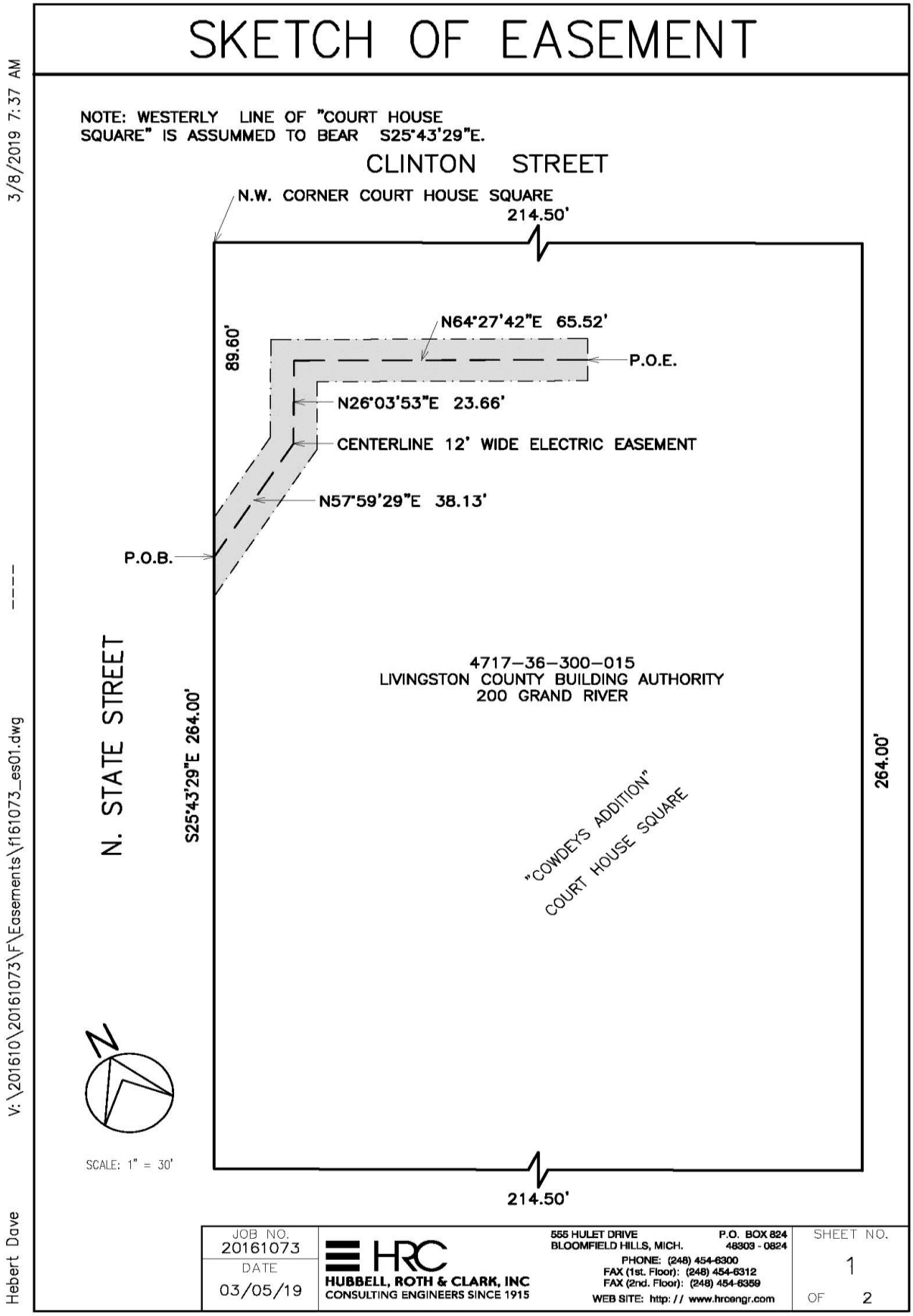
Subject to reservations, restrictions and easements of record, if any.

DESCRIPTION OF ELECTRIC EASEMENT

A 12 foot wide Electric Easement being a part of Court House Square "Cowdry's Addition" to the Village of Howell (now the City of Howell), Section 36, T2N, R4E, Livingston County, Michigan, whose centerline is described as follows: Beginning at a point 89.60 feet, S25^{o}43'29"E along the Westerly line of said Court House Square from the Northwesterly Corner of said Court House Square to the Point of Beginning; thence N57^{o}59'29"E 38.13 feet; thence N26^{o}03'53"E 23.66 feet; thence N64^{o}27'42"E 65.52 feet to the Point of Beginning. Said easement contains 1,647 square feet, or 0.04 acres, more or less.

DRAFT

EXHIBIT B


SKETCH OF EASEMENT
NOTE: WESTERLY LINE OF "COURT HOUSE SQUARE" IS ASSUMMED TO BEAR S25°43'29"E.
CLINTON STREET
N.W. CORNER COURT HOUSE SQUARE
214.50'
N64°27'42"E 65.52'
89.60'
P.O.E.
N26°03'53"E 23.66'
CENTERLINE 12' WIDE ELECTRIC EASEMENT
N57°59'29"E 38.13'
P.O.B.
N. STATE STREET
S25°43'29"E 264.00'
4717-36-300-015
LIVINGSTON COUNTY BUILDING AUTHORITY
200 GRAND RIVER
"COWDEYS ADDITION"
COURT HOUSE SQUARE
264.00'
N
SCALE: 1" = 30'
214.50'
JOB NO. 20161073
DATE 03/05/19
HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE
BLOOMFIELD HILLS, MICH.
P.O. BOX 824
48303 - 0824
PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-6312
FAX (2nd. Floor): (248) 454-6359
WEB SITE: http: // www.hrcengr.com
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Hebert Dave

RESOLUTION **NO:**

LIVINGSTON COUNTY **DATE:** **April 30, 2019**

Resolution Authorizing Specialty Courts and Programs to Apply for State Court Administrative Office Grant Fuding For FY 2020 – Court Central Services

WHEREAS, The State Court Administrative Office (SCAO) authorizes the expenditure of federal and state funds by awarding competitive grant awards to operate individual specialty court programs throughout Michigan and has identified funds to be awarded for FY 2020 that do not require county match; and

WHEREAS, Livingston County's 44th Circuit Court constitutes a jurisdiction designated to operate Specialty Courts and Programs; and

WHEREAS, Specialty Courts and Programs are seeking approval to apply for FY 2020 Michigan Drug Court Grant Program (MDCGP) funding for Juvenile Drug Treatment Court and Adult Drug Court; and

WHEREAS, Specialty Courts and Programs are seeking approval to apply for Swift & Sure Sanctions Probation Program (SSSPP) funding for FY 2020; and

WHEREAS, Specialty Courts and Programs are seeking approval to apply for Michigan Veterans Treatment Court Grant Program (MVTCGP) funding for FY 2020; and

WHEREAS, The 44th Circuit Court will request funds for staffing, treatment, drug and alcohol testing, training, and other program-related expenses necessary to operate the Livingston County Specialty Courts and Program during FY 2020, in *approximate* amounts as noted below:

SPECIALTY COURT	FY20 FUNDING REQUEST	FY 2020 PERIOD
MDCGP- Adult Drug Court	Approximately $160,000 (Due 5/31/19)	10/1/2019 - 9/30/2020
MDCGP - Juvenile Drug Treatment Court	Approximately $50,000 (Due 5/31/19)	10/1/2019 - 9/30/2020
Swift & Sure Sanctions Probation Program (SSSPP)	Approximately $150,000 (Due 5/31/19)	10/1/2019 - 9/30/2020
MHCGP- IT Mental Health Court	Aproximately $180,000 (Due 5/31/19)	10/1/2019 - 9/30/2020
MVTCGP- Veterans Treatment Court	Approximately $95,000 (Due 5/31/19)	10/1/2019 - 9/30/2020

THEREFORE BE IT RESOLVED the Livingston County Board of Commissioners authorizes Specialty Courts and Programs to submit grant applications for SCAO FY 2020 funding for all Specialty Courts and Programs.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

# # #

MOVED:
SECONDED:
CARRIED:

LIVINGSTON COUNTY, MICHIGAN
44TH CIRCUIT COURT

204 S. Highlander Way, Suite 3
Phone (517) 540-7664 **Fax** (517) 546-3731

Memorandum

To: **Livingston County Board of Commissioners**

From: **Sara Applegate, Court Programs Liaison**

Date: **April 30, 2019**

Re: **Resolution Authorizing Specilaty Courts and Programs to Apply for State Court Administrative Office Grant Funding for FY 2020 – Court Central Services/Finance Committie / Full Board**

We are requesting Board approval to submit a total of 5 grant applications to the State Court Administrative Office (SCAO) requesting funding for Adult Drug Court, Intensive Treatment Mental Health Court,Veterans Treatment Court, Juvenile Drug Treatment, and the Swift & Sure Sanctions Probation Program. No county match is required for any of these programs. Applications will be submitted individually under the appropriate funding opportunity.

We will be requesting funding amounts for each program based on the awards received during FY 2019 and individual needs of each program.

If awarded, FY20 funding will begin October 1, 2019 through September 30, 2020.
Thank you for your consideration in this matter.

2018 ANNUAL REPORT

Reporting Year 2018

www.livgov.com/Courts

LIVINGSTON COUNTY COURTS

44th Circuit Court • Probate Court • 53rd District Court

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COURT LEADERSHIP

LIVINGSTON COUNTY JUDGES

Circuit Court

- Hon. L. Suzanne Geddis
- Hon. Michael Hatty
- Vacant Judgeship

District Court

- Hon. Theresa Brennan
- Hon. Shauna Murphy

Probate Court

- Hon. Miriam A. Cavanaugh, Chief Judge

ADMINISTRATIVE TEAM

Trial Court Administrator

- Roberta L. Sacharski, J.D.

District Court Adminsitrator

- Brian Henderson

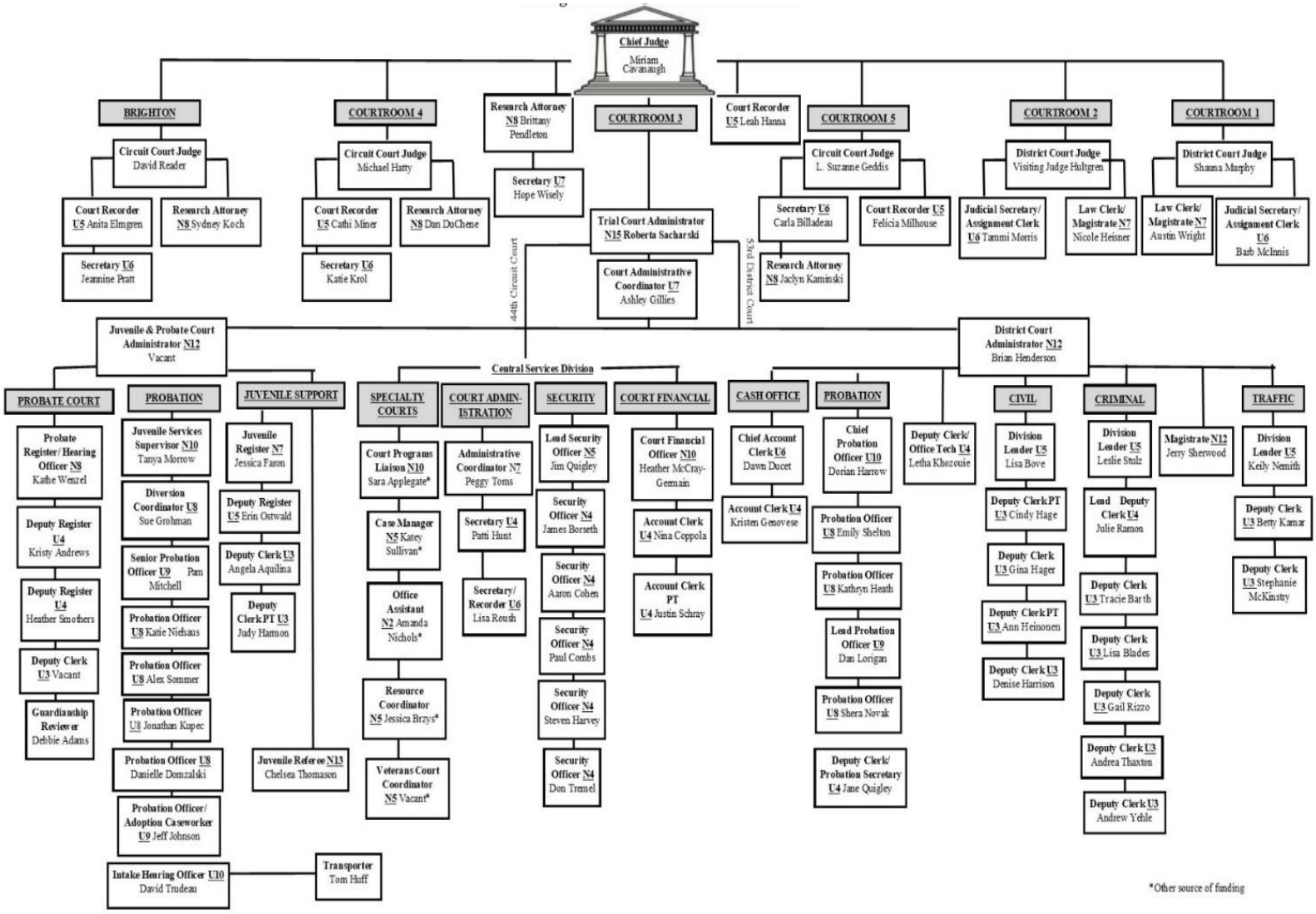
Juvenile and Probate Court Administrator

- Debby Shaw

Friend of the Court

- Melissa Scharrer

COURT STAFF



82 Hard Working Employees

TRIAL COURT ADMINISTRATION

REORGANIZATION

In 2018, the Court evaluated its administrative leadership structure and determined a change was necessary in order to maximize efficiency and to unify the courts. The position of Trial Court Administrator was created and filled by Roberta Sacharski who is responsible for the supervision of all administrative and operational activities of the entire unified courts. Brian Henderson currently serves in the District Court Administrator position and is responsible for overall management of the District Court. The newly created Juvenile & Probate Court Administrator position will be filled by Debby Shaw and she will be responsible for the overall management of the Circuit Court.

JUDICIAL CENTER NEEDS ASSESSMENT

In 2018, the Court conducted a study to evaluate the present and project the future needs of the Court and Court-related service departments and determine the feasibility of the Judicial Center's ability to accommodate those needs. A new consolidated Justice Center was proposed which would achieve the goal of consolidating the Courts and court-related services under one roof while incorporating state-mandated security measures and increasing operational efficiencies and convenience to the public.

ALTERNATIVE DISPUTE RESOLUTION (ADR)

ADR offers the parties a timely and affordable alternative to settle disputes thereby avoiding costly litigation. There are two primary means of ADR; ***case evaluation*** which is a process through which a panel of three attorneys, appointed by the Court, hears issues and renders a monetary evaluation of the case, and ***mediation***, where a neutral third party facilitates communication between litigants and helps explore mutually agreeable solutions. Parties are either ordered by the Court or granted permission to engage in ADR and Court administration facilitates the process. In 2018, 41 cases were resolved by case evaluation.

AMERICANS WITH DISABILTIES ACT (ADA)

The Court takes very seriously its role in improving public access and ensuring that persons with disabilities have equal and full access to the Court system. To that end, the Court has a designated ADA Coordinator who is specifically trained to handle routine issues that arise, promotes efficiency for Court access, and provides a clear contact for Court users.

LANGUAGE ACCESS/INTERPRETERS

Due process, fundamental fairness, and equal protection of the law require clear, understandable, and accurate communication between parties, attorneys, witnesses, judges, and court staff. All parties and witnesses must be able to communicate to meaningfully participate at their hearing or trial, assist counsel, receive effective assistance of counsel, and confront witnesses. To ensure a party's right to meaningfully participate in court proceedings, it is critical to provide competent interpreters knowledgeable in legal proceedings and terminology who can speak English and the target language fluently. In 2018, the Court addressed 44 requests for interpreter services.

INDIGENT DEFENSE

To ensure the consistent delivery of quality legal services to the indigent community, the Court makes attorneys available to parties who find themselves facing a criminal charge that could result in incarceration when the party is unable to pay for a privately retained attorney.

OTHER SERVICES PROVIDED:

- **OFFICIAL TRANSCRIPTS**
- **VIDEO RECORDING OF COURT PROCEEDINGS**
- **ACCESS TO COURT RECORDS**
- **LEIN MANAGEMENT**

JURY MANAGEMENT

JURY SERVICE

Jury service is one of the most important civic duties and the Courts call upon Livingston County Citizens to participate in the Court system by serving as Jurors.

JURY MANAGEMENT

The Courts make every attempt to minimize the number of citizens who are summoned, qualified and report for jury service, but are not needed.

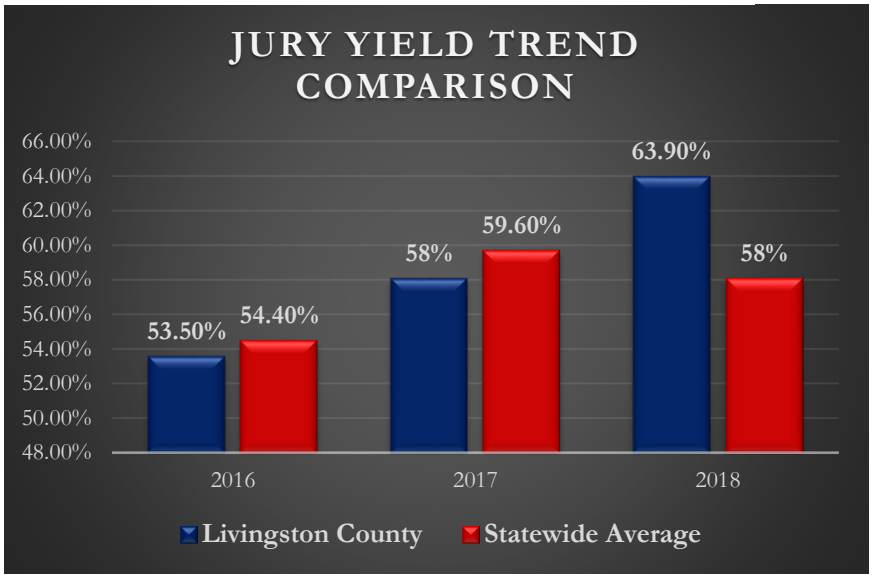
Effective jury management reduces the costs and inconvenience to the public while meeting the Court's need for jurors.

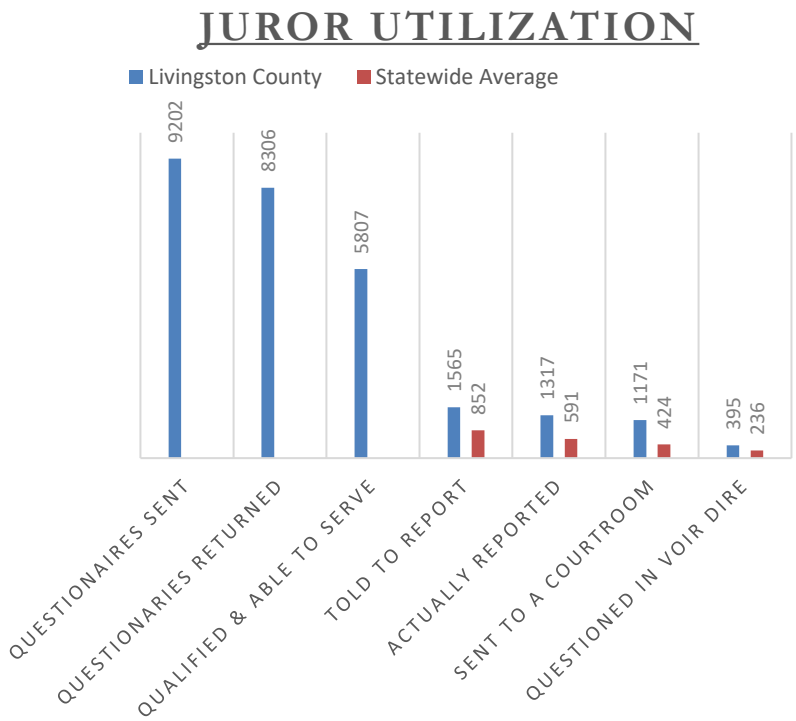
JUROR YIELD

Juror yield is the number of citizens selected for jury service who are qualified and able to serve expressed as a percentage of the total number of prospective jurors summoned.

COURTHOUSE TECHNOLOGIES

After implementing a new jury system in 2017, the jury yield increased by nearly 10%, bringing Livingston County's juror yield well above the statewide average.





JUROR UTILIZATION

Juror utilization rate is calculated by taking the following three percentages and multiplying them together:

	Liv Co.	State Avg.
Jurors Summoned who were told to Report:	26.6%	46.8%
Jurors that were sent for Jury Selection:	88.9%	71.7%
Jurors Questioned for Service:	33.7%	55%
TOTAL JUROR UTILZATION RATE:	8%	18.5%

COURT FINANCIAL

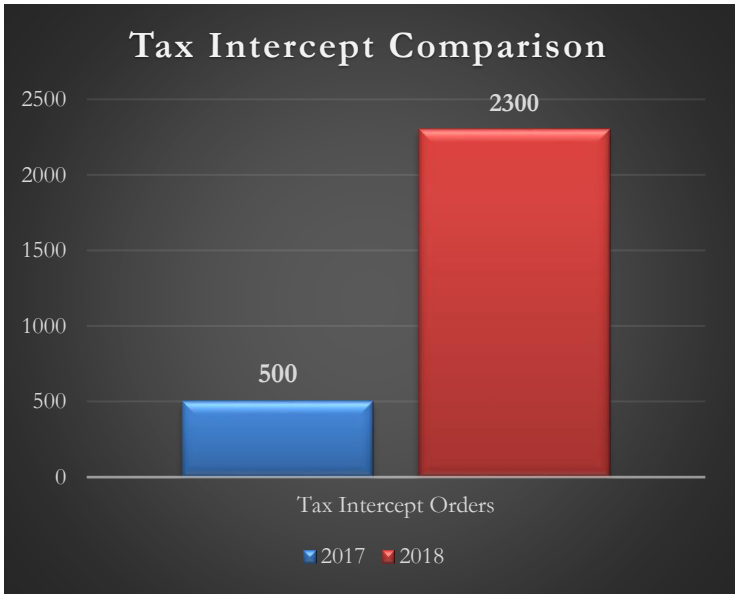
FUNCTIONS OF COURT FINANCIAL

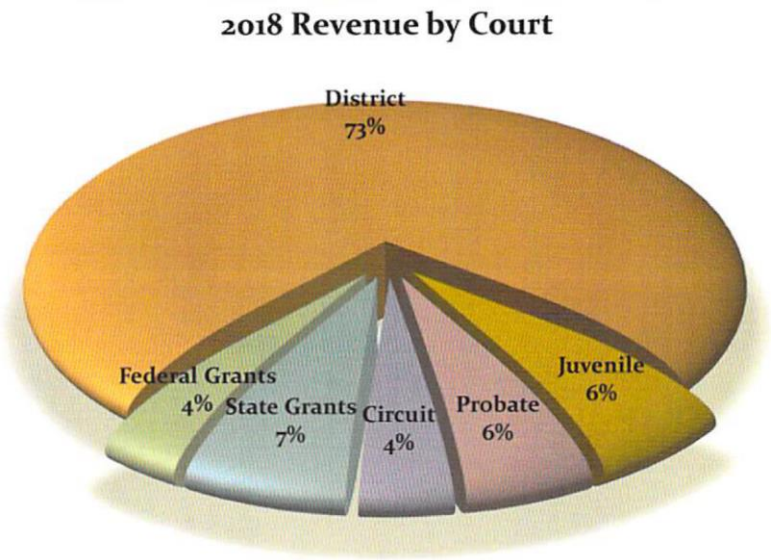
The Finance Department oversees the fines, fees, and judgements owed to the Livingston County Courts, disburses court funds, and prepares, monitors, and maintains the annual budget.

NEW COURT FINANCIAL OFFICER

During 2018, Heather McCray-Germain, CFE joined the team as the new Court Financial Officer, bringing with her over 30 years of accounting experience. Prior to her joining the Courts, as a Certified Fraud Examiner, she provided both litigation, taxation and controller support services to a vast array of clients. Heather brings a unique perspective to the Finance Department and hopes to not only improve the Courts' finances, but also serve as a goodwill ambassador to the community.

Heather is assisted by Nina Coppola, a full-time Account Clerk, and Justin Schray, a part-time Account Clerk. Court Financial works closely with the District Court Cash Office, which is managed by Dawn Ducett. Dawn is assisted by Kristen Genovese, who is a full-time Account Clerk.





GOALS FOR 2018

The main focus of the Court Financial Department for 2018 was to improve upon the Juvenile Court's internal controls in an effort to maximize efficiency. Another goal was to improve collections and accounting processes, thus creating a system that minimizes errors, provides real time reporting, as well as quality financial management. Procedural and policy changes implemented during the last half of 2018 have resulted in a savings of 120 staff hours and an increase in Juvenile collections of $63,000 or roughly 35%.

COURT COLLECTIONS TEAM-TAX INTERCEPT PROGRAM

In 2018, Court Financial also revitalized the tax intercept program by creating the Collections Team – a joint effort between Circuit Court, District Court and County Clerk's staff to maximize tax intercept efforts while at the same time minimizing cost. As a result, over 2,300 intercept orders were sent out in 2018 at a cost of $6,600. This an exceptional improvement from 2017 when only 500 orders were sent out. In previous years, an average of $56,000 in revenue was collected as a result of tax intercepts and 2018 should yield even more.

COURT SECURITY

NEW COURT SECURITY TEAM IN 2018

In the past, the Sheriff's Department has provided security for the Judicial Center, both in the Courtrooms and at the front door. In 2018, the Courts formed their own 6 person security unit. The Sheriff's Department continues to provide security at the front door of the Judicial Center as well as provide for the transport of prisoners to and from the Jail.

PURPOSE

The Livingston County Court Security Team shall maintain security and order to protect the integrity of all court hearings and to protect the rights of all individuals within the courthouse at all times. The team will work diligently to deter those who would take violent action against the court or its participants during court proceedings or courthouse business.

ONGOING ACTIONS:

- Maintain order and decorum in every Courtroom at the Judicial Center & Brighton.
- Provides protection for judicial officers, jurors, witnesses, and the public during Court proceedings.
- Performs security patrols and contraband searches of the Courtrooms and other areas within the Judicial Center.
- Provides security response in emergency situations and assumes custody of individuals remanded into custody.
- Protects the integrity of the Jury system as a bailiff by monitoring and accompanying an impaneled jury and assisting in the orderly conduct of a trial.
- Assist law enforcement officers in guarding prisoners in the courtrooms and adjacent holding areas.
- Provides a safe and secure environment for the citizens, courts and employees of Livingston County.

STANDING COMMITTEE ON SECURITY

Formed to articulate and review the security goals of the Court, which includes the development of security policies and procedures, identification, installation, and replacement of the necessary security equipment, update emergency policies and procedures, and conducts annual security audits of Court facilities and the surrounding areas.

QUALIFICATIONS:

Each security officer is:

- Highly experienced in Law Enforcement and Public Safety
- Deputized by the Livingston County Sheriff
- Qualified for Handgun Proficiency
- Held to MCOLES Standards (handgun qualification completed annually)
- CPR Certified
- AED (Automatic External Defibrillator) Certified
- Taser Certified by the Livingston County Sheriff
- Trained in Administration of Narcan for Opioid Overdose
- Equipped with a Level 3 Holster to aid in handgun retention

NEW COURTHOUSE SECURITY POLICY

In 2018, the Trial Courts worked with the Sheriff's Department and various County departments to create a comprehensive security plan to address the security needs of the Judicial Center. This Local Administrative Order was approved by the State Court Administrative Office and became effective in April 2019. Some changes include security screening procedures for everyone entering the Judicial Center, disallowing outside food or beverage, and prohibiting possession and/or use of cellphones in the Judicial Center with limited exceptions. Also, no tobacco products of any kind are allowed in the building and this includes lighters, vapes, etc.

MEET THE SECURITY TEAM

JAMES QUIGLEY – LEAD

25 years of service with the Eaton County Sheriff's Office. Retired as a Sergeant in 2017.

FBI trained Hostage Negotiator

Assistant Commander, Hostage Negotiator Team

Trauma Team Supervisor

Fugitive Extradition Coordinator

Field Training Officer

Court Services Deputy

JAMES BORSETH

25 years of service with the Ingham County Sheriff's Office. Retired as a Deputy Sheriff in 2011.

Court Services Deputy

Community Police Officer, City of Webberville (ICSO)

Additional court experience with the Eaton County Sheriff's Office (Part time court security at the Youth Center)

Honor Guard

STEVE HARVEY

20 years of service with the Rio Rancho (NM) Police Department. Retired as a Lieutenant in 2008.

Special Weapons and Tactics Officer (SWAT)

FBI Violent Crime Gang Task Force Officer

Federal Joint Terrorism Task Force Officer

AARON COHEN

25 years of service with the Wayne County Sheriff's Office. Retired as a senior Detective in 2013

Court Services Deputy

Wayne County Bureau of Investigations

Internal Affairs Detective

Public Integrity Unit Investigator

DON TREMEL

30 years of service with the Las Vegas Metropolitan Police Department. Retired as a Homicide Detective in 2010.

Field Training Officer

Major Crimes Detective

Officer Involved Shooting Investigator

Homicide Detective

PAUL COMBS

23 years of service with the Berkley Public Safety Department.

Retired as a Sergeant in 2016.

Field Training Officer

Accident Investigator

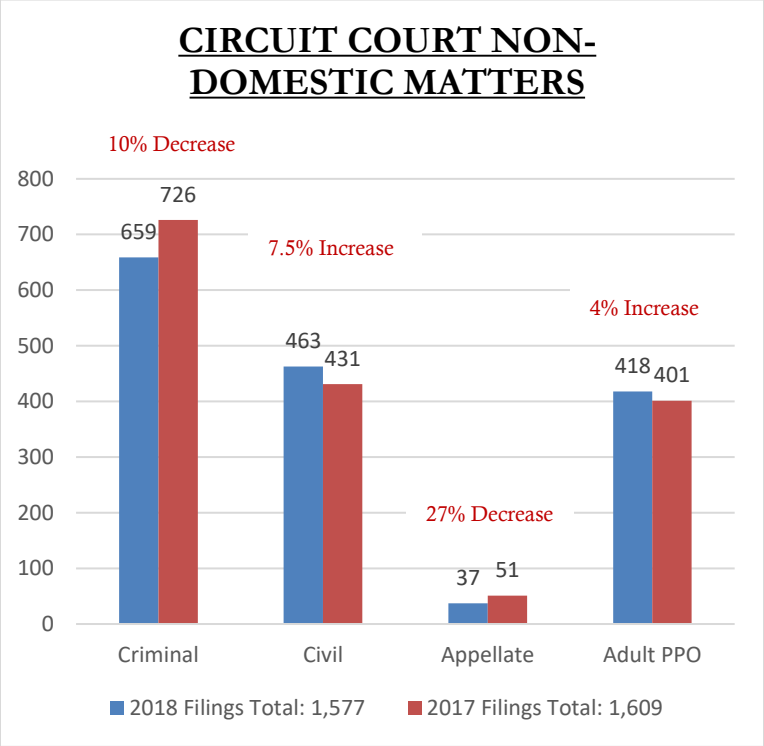
Fire Fighter 1 & 2

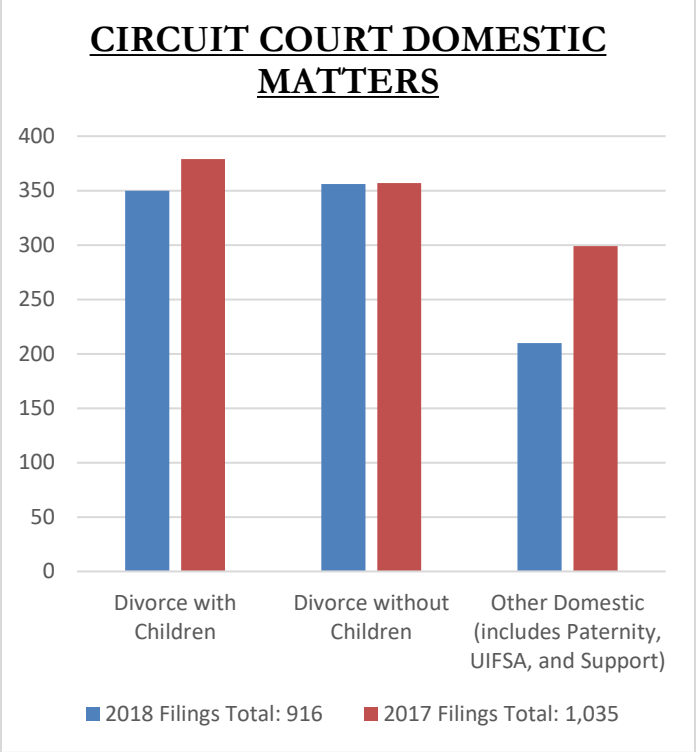
Fire Inspector 1 & 2

44TH CIRCUIT COURT

FUNCTIONS OF THE CIRCUIT COURT

The Circuit Court has jurisdiction over cases such as felony criminal, civil liability with claims more than $25,000, and all Family Court matters including divorce, paternity, personal protection actions, name changes, and related cases.





* COMMUNITY CORRECTIONS *

In 2018, the Livingston County Courts received funds from the Michigan Department of Corrections to revive the Community Corrections program which had been defunct for several years.

Community Corrections provides funding for local sanction alternatives to jail/prison commitments for qualifying low-risk felony offenders. Services may include cognitive behavioral therapy, substance abuse services, and criminal needs assessments.

The local advisory is chaired by Defense Attorney Laura Mitchell and the Community Corrections Manager is Roberta Sacharski.

LOCAL ADVISORY BOARD:

Representing	Name
County Sheriff	Mike Murphy
Chief of Police	Chief David Russell
Circuit Court Judge	Hon. Michael Hatty
District Court Judge	Hon. Shauna Murphy
Probate Court Judge	Hon. Miriam Cavanaugh
County Commissioner	Kate Lawrence
Service Area	Connie Conklin
County Prosecutor	Bill Vailliencourt
Criminal Defense	Laura Mitchell
Business Community	Curtis Griffin
Circuit Probation	Tom Zahon
Workforce Development	Dawn Awrey

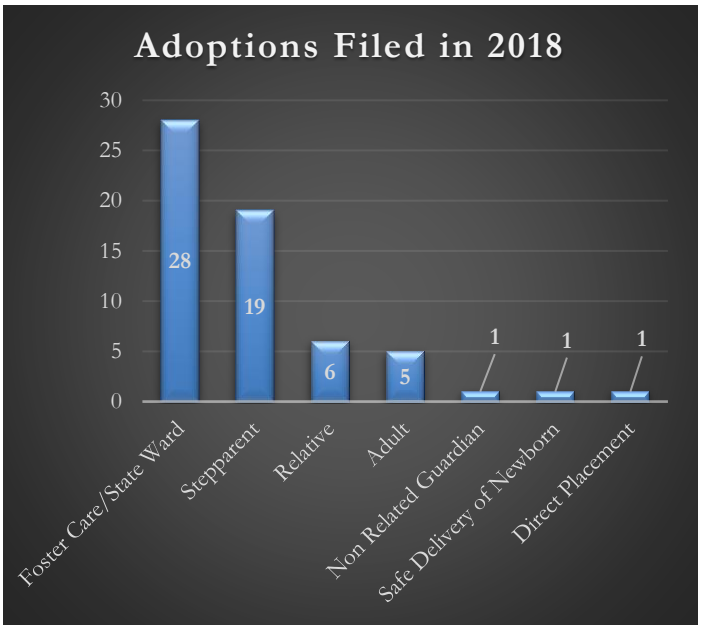
JUVENILE COURT

FUNCTIONS OF THE JUVENILE COURT

The main responsibilities of the Juvenile Court include Child Protection and Juvenile Justice. Child Protection focuses on helping children who are being neglected or abused. Juvenile Justice involves youth under the age of 17 and focuses on rehabilitation through positive activities and treatment rather than punishment. In 2018, there were a total of 191 new case filings regarding delinquency and child welfare matters in Livingston County. Of those filings, 79% were delinquency matters while 21% were neglect and abuse matters

ADOPTIONS

During the year 2018, Livingston County had 61 adoptions filed, which is down slightly from the 65 filed in the 2017.



Chief Judge Miriam A. Cavanaugh, Livingston County hosted its annual Adoption Day celebration, welcoming several families and finalizing the adoptions of 7 children. Judge Cavanaugh was joined by Michigan Court of Appeals Chief Judge Christopher Murray in the Adoption Day event which brings awareness to the need for providing permanency and stability to children.

PERMANENCY CASE INITIATVE

New in 2018, the Permanency Case Initiative is a program where the Court provides a point of contact on Neglect Abuse cases for the Department of Health and Human Services and the assigned Purchase of Service agencies involved in cases where the goal of the Permanent Court Ward is Adoption.

The Permanency Case Coordinator assists the Court with the goal of ensuring that these cases are meeting timelines and moving through toward adoption in a timely fashion.

JEANS FOR JUSTICE

In 2018, the Livingston County Juvenile Court began a program called 'Jeans For Justice.' Staff members can wear jeans every Friday for a donation of $1.00. The donations collected are given to The Connection Youth Services quarterly to assist in funding programs for the at-risk youth served through this program. In 2018, donations totaling $578.47 were made to The Connection Youth Services through this initiative.

RESPONSE TO VAPING

In response to the growing epidemic of vaping, the Livingston County Juvenile Court has a dedicated docket time monthly to address vaping citations. Juveniles who come to the court for vaping issues are directed to attend an educational session with their parents in an effort to provide as much education and information as possible to both juveniles and parents regarding the dangers of vaping.

JUVENILE COURT MOVING FORWARD IN 2019

STRAIGHT TALK PROGRAM

Through a collaborative effort with Highfields Inc., and Hartland High Schools, the Livingston County Juvenile Court is presenting WAI-IAM, Inc. in StraightTALK. This presentation takes the viewer into the world of a recovering heroin addict and alcoholic and exposes them to the gut-wrenching misery of the co-dependency and agony his family faced during the years of addiction told from the viewpoint of both the addict and their family while learning what tools they used to find health and peace.

JUVENILE MENTAL HEALTH COURT

The Livingston County Juvenile Court has identified a need for a more intensive community based response for those juveniles coming into contact with the juvenile court who have extensive mental health issues. The Juvenile Court will be exploring the option of applying for a Juvenile Mental Health Court grant through the State Court Administrators Office in hopes of receiving funding to implement a Juvenile Mental Health Court in 2019. This program would provide more intensive mental health services and supports to juveniles and their families with the hopes of avoiding out of home residential placements.

TRUANCY DOCKET

The Livingston County Juvenile Court receives many petitions for Truancy each year so in an effort to more effectively address the overall needs of the juveniles and families coming to the attention of the Court for this issue, the Juvenile Court is moving towards holding hearings for these cases on a specific day of the week each month with a dedicated attorney present as well as a treatment provider who can assess the needs of the case immediately in hopes of diverting them from the formal court process.

MEET THE JUVENILE COURT STAFF

Name	Title
Angela Aquilina	Juvenile Court Clerk
Danielle Domzalski	Intensive Probation Officer
Jessica Faron	Juvenile Court Register
Susan Grohman	Diversion Coordinator/Caseworker
Judy Harmon	Juvenile Court Clerk
Jeff Johnson	Intensive Probation Officer/Permanency & Adoption Coordinator
Jonathan Kupec	Intensive Probation Officer
Pamela Mitchell	Assistant County Juvenile Officer/ Intensive Probation Officer
Tanya Morrow	Juvenile Services Supervisor
Katie Niehaus	Intensive Probation Officer/ Juvenile Drug Court Probation Officer
Erin Ostwald	Deputy Juvenile Register/Court Recorder
Alexandra Sommer	Intensive Probation Officer
Chelsea Thomason	Attorney Referee
David Trudeau	Intake Hearing Officer

MEMBERSHIPS

- Juvenile Justice Vision 2020 (1 is on the Executive Committee and 1 is on the Planning Committee)
- Michigan Association of Family Court Administrators (MAFCA)
- Juvenile Justice Association of Michigan (JJAM)
- Michigan Association of Treatment Court Professionals (MATCP)

CERTIFICATIONS

Members of the Juvenile Probation staff have a variety of certifications, such as:

- Trained in the Child and Adolescent Functional Assessment Scale (CAFAS)
- Trained in the Michigan Juvenile Justice Assessment System (MJJAS)
- Trained in the Substance Abuse Subtle Screening Inventory (SASSI)
- Trained as a Sex Offender Risk Assessment assessor utilizing the JSOAP
- One staff is Certified as a Trauma Specialist
- Participates on the Truancy Task Force in Livingston County
- Participates in the Community Consultation Team
- Participates in Trauma Informed System of Care (TISOC) in Livingston County

Juvenile Court Programs

Multi-Systemic Therapy (MST)

- MST is an intensive, family and community-based treatment program that focuses on addressing all environmental systems that impact chronic and violent offenders. MST works with the toughest offenders aged 12 through 17 who have a history of continued and persistent delinquent behaviors. MST served 26 youth and their familes during 2018 with 20 cases being closed successfully.

Intensive Probation Services

- Designed to work with youth who are at risk of out of home placement, these Probation Officers specialize in trauma, mental health, substance abuse, sex offender assessments, truancy, and incorrigibility. This program offers more support and supervision than traditional probation.

Wrap Around Services

- Partnering with Livingston County Community Mental Health, Wraparound facilitators work with family, school staff, probation officers, therapists, and other community stakeholders to assist with crisis and safety planning, treatment planning, and advocating for the needs of the family. In fiscal year 2018, Wraparound serviced a total of 82 families who were involved in the Juvenile Court during this time. The Juvenile Court has also continued the partners with Wraparound to have a dedicated Wraparound facilitator as a part of the Juvenile Drug Treatment Court Program.

Livingston County Girls Group

- Through a long standing partnership with the Girl Scouts Heart of Michigan, the Juvenile Court offers a female specific group to girls under the Court's jurisdiction. This group is held three to four times a year for six to eight weeks at a time. The focus of the group is to assist young girls in developing coping skills, a positive self-image, healthy relationships, positive activities, and much more.

Status Offender Program

- Partnering with the Livingston Family Center/The Connection Youth Service, a collaborative community project was developed to divert status offenders from formal Juvenile Court involvement, yet provide adequate services to prevent the youth's further involvement in the juvenile justice system. The youths and families served by this program may be in need of crisis intervention, emergency shelfter, individual/family counseling, and/or case management services.

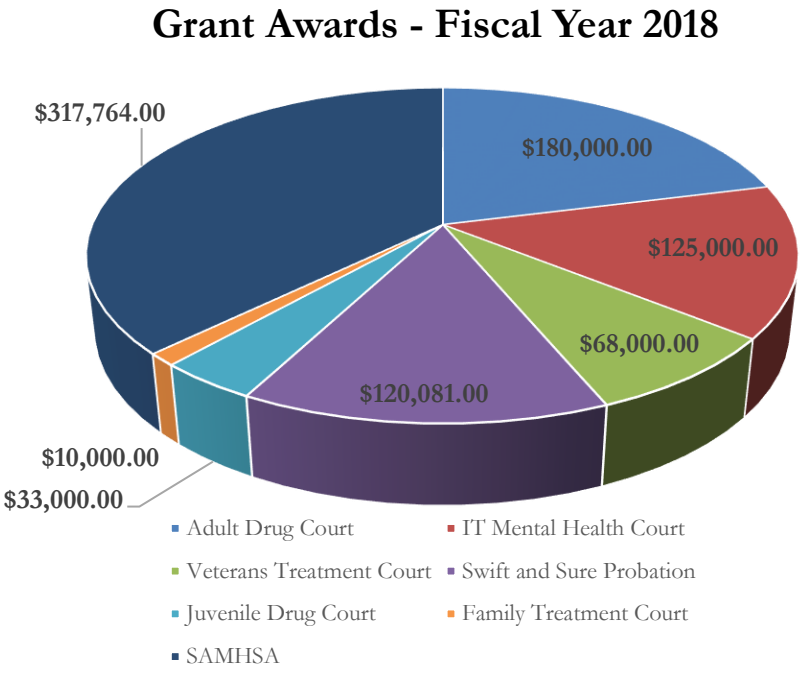
Mixed Martial Arts (MMA)

- Through a partnership with Scorpian Fighting Systems (SFS) in Brighton, this program offers both males and females an opportunity to participate in many different types of mixed martial arts. The youth who participate in this program are able to do so twice a week for two hours each time. This program also offers positive mentorship with professional MMA fighters that the youth train with. The youth not only learn the art of MMA, they are also taught to respect themselves as well as others in their home and their community.

Juvenile Drug Treatment Court

- This speciatly court is a four phase intervention program designed to assist and support juveniles who are on probation and having difficulty staying clean and sober. This program offers weekly adolescent substance abuse group, twice a month family education/support group, individual substance abuse counseling as needed, family counseling as needed, frequent court appearances, random drug and alcohol testing, sober activities, and intense monitoring. In 2018, Juvenile Drug Treatment Court had 10 active participants with 6 successful graduates.

SPECIALTY COURTS & PROGRAMS



FISCAL YEAR 2018 GRANT AWARDS

All of the Specialty Courts and Programs are funded through State and Federal grants. These grants allow the Courts to provide participants with testing, treatment, incentives, and sanctions which are the crux of the Specialty Court model. For FY2018, the Courts received funding in a combined amount of **$853,845.**

VETERANS TREATMENT COURT

Veterans Treatment Court diverts eligible veterans from the traditional court process to a specialized criminal court docket that provides a greater emphasis on addressing issues specific to veterans. The Veterans Court team consists of the judge, representatives from the Prosecutor's Office, defense bar, probation, Mentor Coordinator, Veteran Outreach Coordinator and law enforcement. All of our participants have the support of our Mentor Program. A veteran mentor acts as a coach, guide, role model, advocate, and support system for each participant. Participants and mentors meet with the judge twice a month for scheduled review hearings to discuss successes and barriers and how Veterans Treatment Court can help them to be successful. Starting on January 1, 2019, the Veterans Treatment Court is presided over by Honorable Shauna N. Murphy.

ADULT DRUG TREATMENT COURT

The Adult Drug Treatment Court is Livingston County's longest running Specialty Court. It is presided over by the Honorable Michael P. Hatty. The Adult Drug Treatment Court team consists of treatment providers, defense attorney, assistant prosecutor, probation officers, and the judge. This interdisciplinary team meets twice a month for pre-court staffing meetings and court hearings. The goal of the Adult Drug Treatment Court is to help participants address their substance use that led to criminal behavior. This is achieved through judicial interaction, individual and group counseling, frequent and random drug and alcohol testing, and connections to community resources. Adult Drug Treatment Court provides support, incentives, and accountability to each participant so they are able to successfully complete the program.

SWIFT AND SURE SANCTIONS PROBATION PROGRAM

The Swift and Sure Sanctions Probation Program is presided over by all of the Circuit Court judges. The Swift and Sure Sanctions Probation Program (SSSPP) is an intensive probation program that targets high risk felony offenders. The program works to reduce recidivism, number of missed appointments, positive drug and alcohol screens, probation revocations, incarceration and improve the speed and efficiency of responding to probation violations. This is accomplished through intensive supervision and pre-determined jail based sanctions grid that is enforced by a Program Coordinator who works alongside a Michigan Department of Corrections Probation Officer.

INTENSIVE TREATMENT MENTAL HEALTH COURT

The Honorable L. Suzanne Geddis presides over the Intensive Treatment Mental Health Treatment Court (IT Court). IT Court assists court-involved participants, with mental illness or co-occurring disorders, through its partnership with Community Mental Health (CMH) and the National Alliance on Mental Illness (NAMI). In addition to review hearings with the judge, participants are involved in activities such as Discovery group, ACT, Dual Recovery group, Genesis House, MRT, various sober activities, peer services and individual counseling. Once a month, the Intensive Treatment Mental Health Court takes place at CMH where the judge and team have an opportunity to meet with each participants' therapist to get a holistic view. An important part of IT Court is the celebrations of participants moving to the next phase of their treatment and/or successful graduations from the program. IT Court provides participants with the treatment, support, and resources they need to successfully avoid future criminal behavior and involvement with the criminal justice system.

"IT Court gave me a time to focus on myself and establish goals in life. It was great to connect with others in the program going thorough similar things. I was able to learn and understand more about the resources in the community and how to utilize those services. I am now able to take better care of myself. The IT Court Program had a positive effect on me and I am very thankful for the opportunity."
-IT Court Graduate

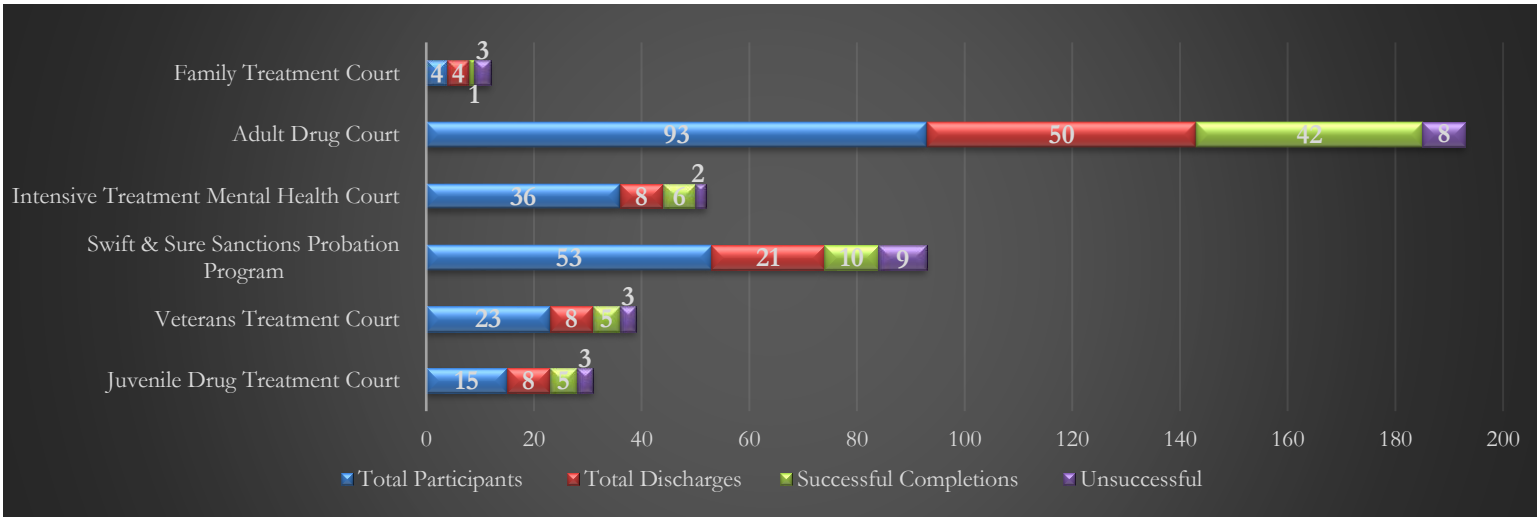
JUVENILE DRUG TREATMENT COURT

The Honorable David J. Reader presided over the Juvenile Drug Treatment Court. A team approach is utilized to help juveniles to be successful in managing their substance abuse and/or co-occurring disorder. Juvenile Drug Treatment Court offers treatment to the juvenile and his/her family to support an environment which promotes sobriety, good decision making, coping skills, and growth. Participants have access to a team of community and court members for support and guidance in achieving success and maintaining community connections after completion of the program.

FAMILY DEPENDENCY TREATMENT COURT

Chief Judge Miriam A. Cavanaugh presides over the Family Dependency Treatment Court. The judge, juvenile court staff, attorneys, Department of Health and Human Services, and treatment professionals assist families in working toward reunification where substance abuse was a contributing factor in the child(ren) being removed from the parental home. The goal of the Family Dependency Treatment Court is to provide a safe, nurturing, substance free, and permanent placement back into the parental home and out of the foster care system. Family Dependency Treatment Court provides the structure and assistance to parents and/or guardians in regaining control of their lives while promoting long-term sobriety. This court dissolved in October of 2018.

TOTAL SPECIATLY COURT PARTICIPANTS IN FISCAL YEAR 2018

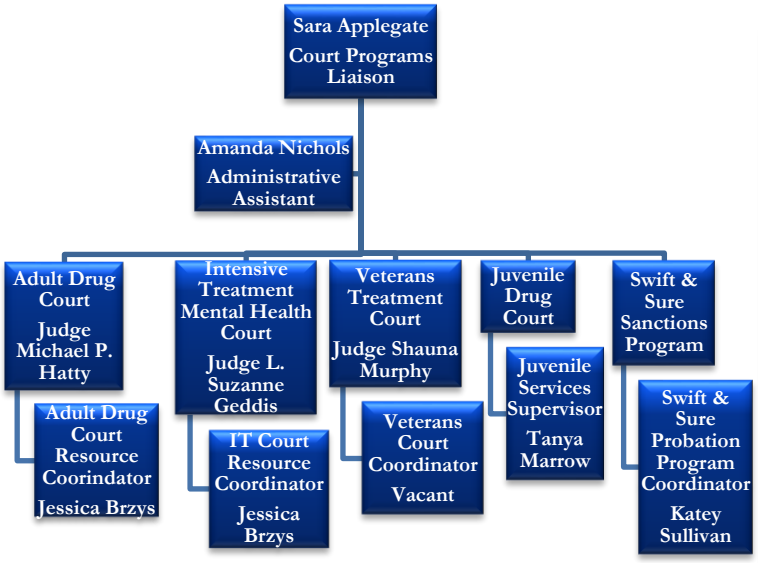


GROWTH OF THE SPECIALTY COURTS AND PROGRAMS DEPARTMENT

In 2018, the Specialty Court team continued to grow and the department restructured. A Resource Coordinator position was added for both ADC and IT court. Grant funding allowed for the hiring of an administrative assistant who is an immense asset to the department. In addition, the department took over all of the contract management and vendor invoicing to make sure that all billing is accurate and timely in order to maintain good working relationships with Courts' vendors. In the Specialty Courts, team work and collaboration are key to graduating successful participants!

REFERRAL PROCESS AND SPECIALTY COURTS AND PROGRAMS DEPARTMENT EDUCATION

The Specialty Courts team worked very closely with the Prosecutors Office and Defense Bar to increase participation in the Specialty Courts and Programs. A new referral process was implemented which included updating and improving all of the paperwork, informational materials, and education of the Programs. One of the ways the Courts' inform local stakeholders is by hosting Brown Bag lunches for all three of the Adult Specialty Courts. All team members took time out of their very busy schedules to educate the members of the Defense Bar on the benefits to their clients and the community for referring their clients into one of the Specialty Courts.



ADULT DRUG COURT CERTIFICATION THROUGH SCAO

In 2018, SCAO (Sate Court Administrators Office) implemented a process called Certification for all of the Specialty Courts in Michigan. The Livingston County Adult Drug Court was one of the first courts to get certified! Certification is a rigorous process which includes a two day site visit to make sure that our Adult Drug Court is upholding the best practices set out by statute and SCAO.

In June, Supreme Court Justice Elizabeth Clement came to our Adult Drug Court and Intensive Treatment Mental Health Court to visit and observe the proceedings for the day.

INCENTIVIZING POSITIVE BEHAVIOR IN THE SPECIALTY COURTS

Specialty Courts have been found to reduce substance use and criminal behaviors when they focus on incentivizing productive behaviors as much as they do on non-compliant behavior. One of the focuses this year has been to incentivize behaviors to help participants be successful. A local bowling alley assisted in creating an annual bowling event for the Adult Drug Court and IT Mental Health Court participants. This event is held after a period of compliant, positive behaviors that occur as a group, for example, no positive drug and alcohol tests. It is good team building and comradery for the group. An important part is that the whole Team attends to cheer on the participants!

PRESS RELEASE

COURTS GET A VISIT FROM MICHIGAN SUPREME COURT JUSTICE

LISTEN LIVE!
Come Together
Beatles

WHMI 93.5 FM
Livingston County's Own

Michigan Supreme Court Justice Visits County Specialty Courts

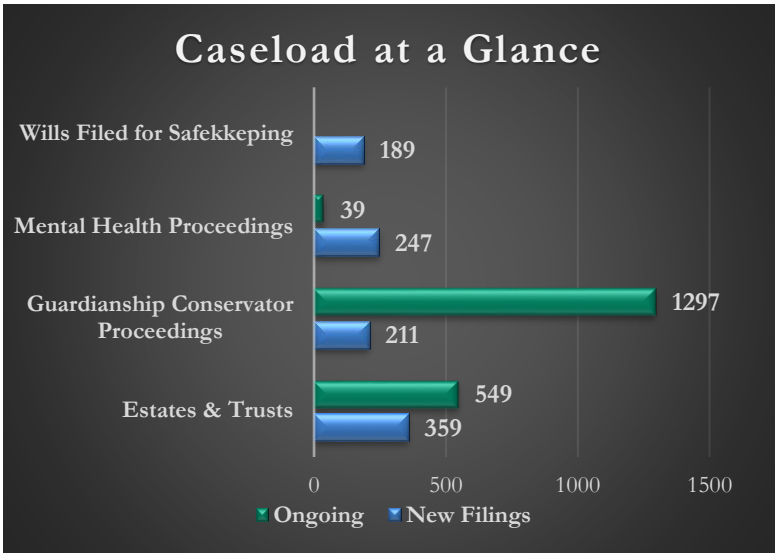
June 7, 2018

A pair of Livingston County's specialty courts were paid a visit from a member of the state's highest court. Wednesday afternoon, Michigan Supreme Court Justice Elizabeth Clement observed proceedings for the Intensive Treatment Mental Health Court and Adult Drug Treatment Court at the Judicial Center in Howell.

Justice Clement said these programs both have a tremendous impact on those who participate. She shared that data from a recent Michigan Supreme Court report, Solving Problems, Saving Lies, shows that these specialty courts are effective both locally and across the state. The report reveals a positive impact on re-offense rates and unemployment. Justice Clement said that adult participants are more likely to gain work and re-integration into the community, while the number of those who commit an offense within 2 years of graduation drastically drops.

Justice Clement said it was interesting to see the way that Circuit Court Judge Michael Hatty handled the Adult Drug Treatment Court. She was smiling throughout most of the proceedings, as Judge Hatty checked in on the participants, asking them how their lives and recovery are going in a very personable manner. With the Mental Health Courts, Justice Clement recognized that District Court Judge Suzanne Geddis faces a very different kind of challenge. Many participants in that program often have coexisting problems with substance abuse requiring Judge Geddis to show flexible amounts of compassion depending on each situation. Justice Clement seemed impressed with the work being done in the specialty courts, saying she could see a sense of hope and healing. She said she could feel a positive attitude in participants, and believes the county is set up to help them with support they need to get back on the right path, even if there are roadblocks and stumbles along the way. (MK)

PROBATE COURT



ESTATES & TRUSTS PROCEEDINGS

The Probate Court resolves issues regarding wills and trusts in the event of uncertainty or conflict and determines the heirs in estates where there is no will. Estates can be ongoing for several years. The Probate Court received 359 new petitions in the year 2018 and continues to manage 549 files that are ongoing.

GUARDIANSHIP & CONSERVATORSHIP PROCEEDINGS

The Probate Court hears all petitions to initiate, modify, or terminate guardianships and conservatorships for minors and adults, as well as guardianships for developmentally disabled persons. The Court received 211 case filings in 2018 and continues to maintain 1,297 case files. These files require annual reporting and the Court is responsible for ensuring compliance.

MENTAL HEALTH PROCEEDINGS

The Probate Court manages proceedings under the Mental Health Code. This includes mental health commitment hearings, requests for assisted outpatient treatment (also known as "Kevin's Law"), substance abuse treatment and rehabilitation, and emergency requests for mental health examination and possible hospitalization. Mental health commitment hearings are held once a week and the Judge must decide whether the respondent is mentally ill and requires treatment and whether or not hospitalization is the only appropriate treatment. The Court received and processed 247 petitions under this section in 2018.

GUARDIAN REVIEWS

The Court is required by statute to conduct periodic reviews of established guardianships. The purpose is to ensure that wards are properly being cared for by their guardians. There are currently two employees dedicated to conducting guardian reviews for adults. The Court partners with the Chance at Childhood Program through Michigan State University to provide guardian review services for minors at no cost.

MENTAL HEALTH CODE

There have recently been changes to the Mental Health Code, for which the Court has provided information to the community regarding these changes. The Court and staff continue to partner with local attorneys, Community Mental Health and local police to ensure compliance with court rules and statutes.

PROBATE COURT STAFF HIGHLIGHT

The Probate Court office staff consists of the following full-time employees. Probate Register: Kathe Wenzel, who brings 25 years of experience with the Probate Court. Two Deputy Registers: Heather Smothers, who has been with Livingston County for 22 years and has been with the Probate Court for 9 years. Kristy Andrews, who is new to the Probate Court but brings a wealth of knowledge and experience. Clerk: Denise Harrison, who also is new to the Probate Court but brings over 20 years' experience working in the Court system.

ON THE HORIZON

The Probate Court will continue to prepare for the state-wide roll out of e-filing by implementing an electronic document management system, OnBase. The Court will continue to expand its list of qualified attorneys for court-appointed work as well as professional guardians and conservators. With a primarily new staff, the Court will review procedures to ensure compliance with court rules and statutes.

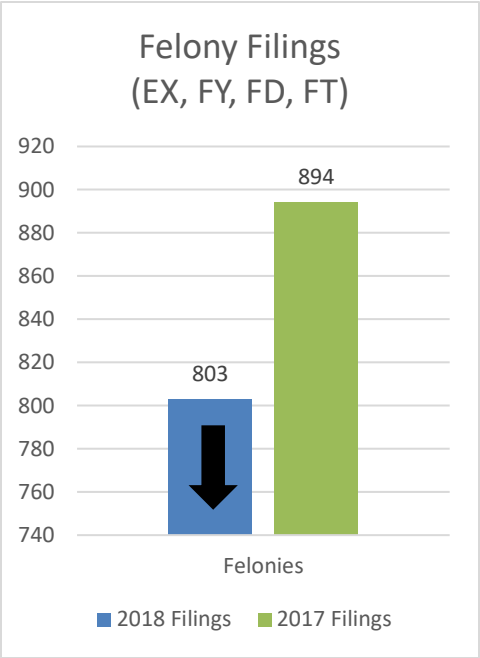
53RD DISTRICT COURT

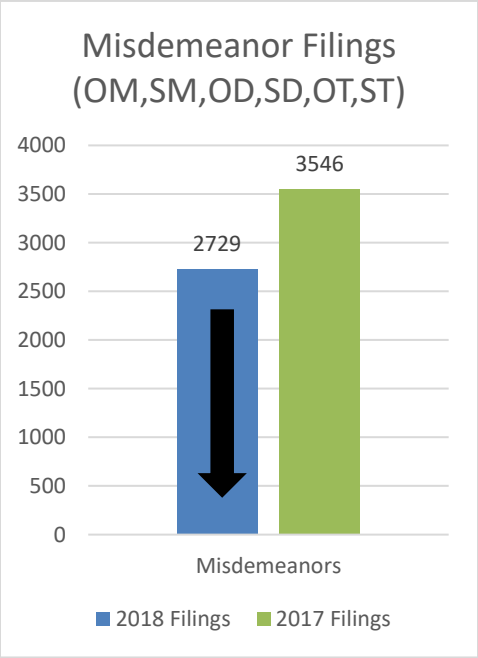
FUNCTION OF THE DISTRICT COURT

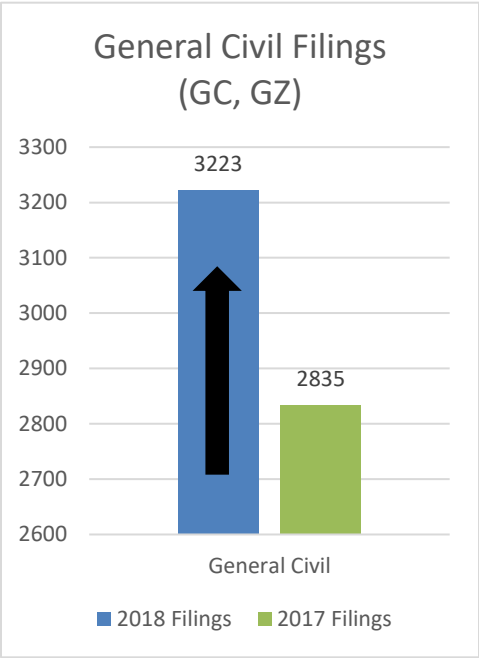
The 53rd District Court is responsible for criminal misdemeanor cases and the initial stages of arraignment and preliminary examination on felony cases. Civil matters, civil infractions, traffic tickets and weddings are also handled by the District Court.

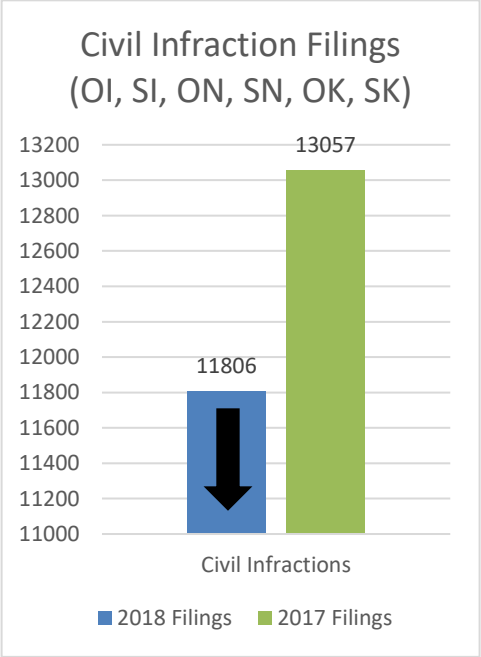
NEW FILINGS

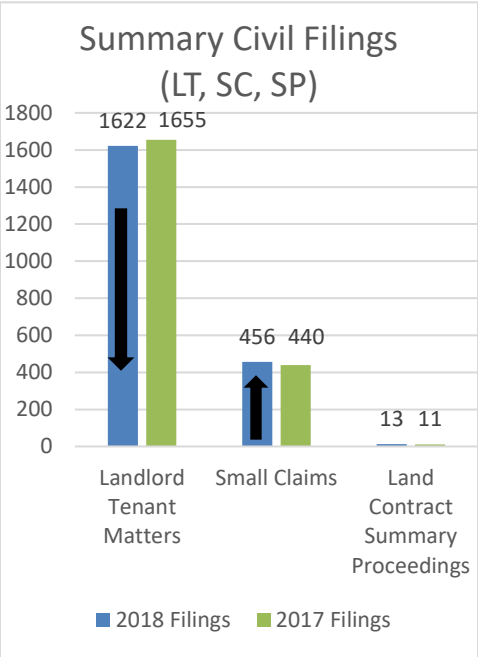
In 2018, the District Court received a total of 20,652 new case filings, down about 8% from 22,438 in 2017











CASE TYPES

FELONY FILINGS
EX – Extradition/Detainer
FY – Felony Criminal
FD – Felony Drunk Driving
FT – Felony Traffic

MISDEMEANOR FILINGS
OM – Ordinance Misdemeanor Criminal/non-traffic
SM – Statute Misdemeanor Criminal/non-traffic
OD – Ordinance Misdemeanor Drunk Driving
SD – Statute Misdemeanor Drunk Driving
OT – Ordinance Misdemeanor Traffic
ST – Statute Misdemeanor Traffic

GENERAL CIVIL FILINGS
GC – General Civil
GZ – Miscellaneous Civil

CIVIL INFRACTIONS
OI – Ordinance Civil Infraction Traffic
SI – Statute Civil Infraction Traffic
ON – Ordinance Civil Infraction Nontraffic
SN – Statute Civil Infraction Nontraffic
OK – Ordinance Parking
SK – Statute Parking

SUMMARY CIVIL FILINGS
LT – Landlord Tenant Summary Proceedings
SC – Small Claims
SP – Land Contract Summary Proceedings

BLUE JEANS SOFTWARE (VIDEO)

The polycom system the court is now using has proven to be valuable for the courts and law enforcement. This system allows the court to perform arraignments while somebody is housed at the jail. The officer performing a swear-to's on a complaint no longer has to show in-person at the court when the officer is not local. The use of the Blue Jeans program reduces transportation and increases safety.

COMMUNITY-BASED SERVICES

The 53rd District Court collaborates with the following community partners to provide services for individuals with criminal charges relating to substance use, domestic violence, retail fraud, and other illegal behavior.

Substance Abuse Services:
Substance Abuse Assessments & Use Counseling
Individual & Group Substance Use Counseling
Complete Counseling Center
Fork in the Road Counseling
Key Development Center
Livingston County Catholic Charities
Advanced Behavioral Medicine
Karen Bergbower and Assoc.
PERS (Prevention Education Referral Services)
Connect 3 Housing – Sober Living
Community Mental Health Services of Liv. Co.
Livingston County Community Alliance
Great Lakes Recovery Centers
Personalized Nursing LIGHT House

Other Services:
Thinking Matters Cognitive Behavioral Therapy
LACASA
DNA (Drugs and Alcohol Drug Testing)
Economic Crime Prevention
ARM (Accepting Responsibility is Mandatory)
JSG (Judicial Services Group) – Tether
Smart Start – Tethers
Total Court Services – Electronic Monitoring
Victim Impact Panel
Mothers Against Drunk Driving Victim Impact Panel
Total Opiate Program through Total Court Services
Livingston County Catholic Charities Sex Offender Services
Red Barrel Program
Livingston County Community Alliance

WELCOME JUDGE MURPHY!

Judge Shauna N. Murphy was appointed to the 53rd District Court bench by Governor Rick Snyder on December 26, 2018.

Prior to her judicial appointment, Judge Murphy was a criminal prosecutor and career trial attorney. She worked as a Senior Assistant Attorney General in the Health Care Fraud Division of the Michigan Department of Attorney General where she specialized in the prosecution of complex cases involving elder abuse and financial exploitation, nursing home abuse and neglect, healthcare fraud, opioid overutilization, and white collar crime. Prior to joining the Attorney General's office, Judge Murphy was an Assistant Prosecuting Attorney in the Circuit Court Division of the Oakland County Prosecutor's Office where she worked as a felony trial prosecutor. Prior to beginning her career in public service, Judge Murphy was an Associate Attorney in the Complex Commercial Litigation Group of a large Southfield law firm.

Judge Murphy earned her *Juris Doctor* from the Michigan State University College of Law and a *Bachelor of Arts* degree in Political Theory and Constitutional Democracy from Michigan State University's James Madison College. She is a long-time resident of Livingston County .

LOCAL LAW ENFORCEMENT

The 53rd District Court works with the following local law enforcement agencies:

- Brighton Police Department
- Fowlerville Police Department
- Charter Twp. Of Green Oak Police Department
- Hamburg Township Police Department
- Howell Police Department
- Livingston County Sheriff's Office
- Livingston County Jail
- Michigan State Police Brighton Post
- Pinckney Police Department
- Unadilla Township Police Department

FRIEND OF THE COURT

"The success of the FOC relies upon the contribution of all employees."
Melissa A. Scharrer, Friend of the Court

On behalf of Chief Judge Miriam A. Cavanaugh, Deputy Friend of the Court Lori A. Marran, the employees of the Friend of the Court office and myself, we are pleased to present to you this 2018 Annual Report.

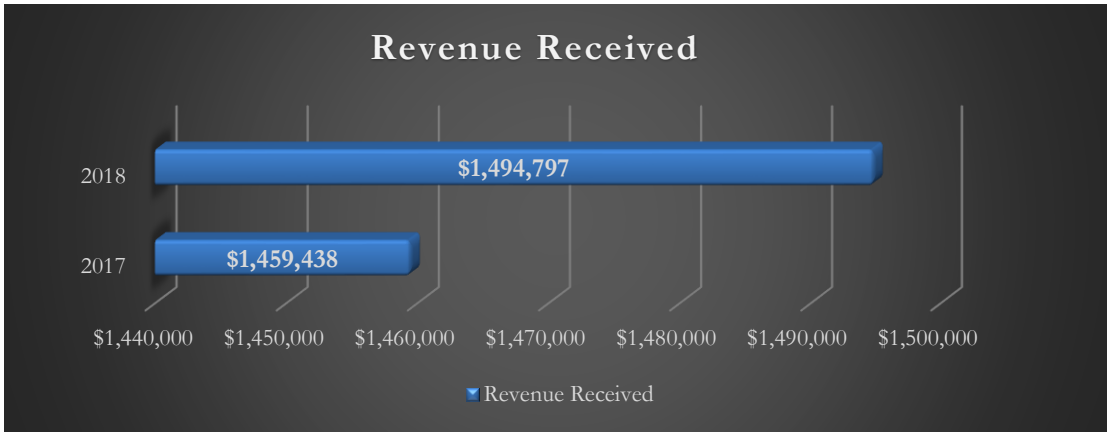
The Friend of the Court (FOC) office was created by the legislature in 1919 to assist the circuit court judges in matters of custody, parenting time, and support. This year, we are celebrating our 100-year anniversary assisting families through the circuit court.

The FOC is an administrative arm of the circuit court and is generally responsible for the ongoing review and supervision of matters relating to children involved in domestic relations cases heard by the family division of the circuit court. The FOC conducts investigations, makes reports and recommendations, conducts attorney referee hearings, and utilizes a variety of statutory remedies to enforce the orders of the court pertaining to custody, parenting time, and support.

In 1975, through Title IV-D of the Social Security Act, the U.S. Department of Health and Human Services, Office of Child Support, began the process to contract with States to provide for the establishment and collection, distribution and enforcement of child support. We are currently in a five year contract with the State of Michigan, Department of Health and Human Services (10/01/2016 – 9/30/2021) which provides for 66% reimbursement of eligible child support expenses.

In addition to the collection and enforcement of support, the FOC conducts investigations and makes recommendations to the court on matters of child support establishment and modification; custody; parenting time; medical support; child care; and change of domicile. Attorney referees assist the court in handling motions involving almost any type of domestic matter with the goal of resolving conflicts peacefully. Through the referee process, many cases are settled efficiently and expeditiously. Another proven method of resolving disputes between parents is the use of the FOC's Early Intervention Conference (EIC). Conducting the EIC is a trained and experienced former FOC referee who focuses the meeting on helping parents come to a resolution that is best for their children and their family.

The primary responsibility of the FOC is to assist the circuit court in domestic relations cases. These cases include parents going through divorce with children; parents who were never married but have



children and are separating; and parties who are going through a divorce and have no children, or no minor children, but where spousal support may be ordered. In addition, as these cases result in either a Judgment of Divorce or a Final Order, while it signals the end of a marriage or the end of a relationship, it is not the end of the connection or bond between parents and their children. In cases where parents separate or divorce when a child is an infant, the association of the family with the Court/FOC can be for 18 years or more.

With child custody and parenting time, the Court retains jurisdiction to modify custody and parenting time arrangements until the child reaches 18 years of age and is no longer a minor. The FOC employs two custody and parenting time investigators who, when parents cannot agree and when ordered by the court, prepare detailed written reports and recommendations to assist the court, and the parents, in deciding what is best for their children, in light of the divorce, separation, or change in circumstance that often occurs post-judgment.

The FOC also sponsors the SMILE program for parents going through separation or divorce. The program stands for: Start Making It Livable for Everyone and is designed to help parents understand and cope with the emotional impact divorce has on themselves and their children. The program seeks to better equip parents with the tools they need to help themselves and their children through the divorce and separation process.

With respect to child support, the time frame in which the Court can retain jurisdiction is much longer than with custody and parenting time. The Court can order child support until a child turns 18 or graduates from high school up until a child is 19 ½. If there are support arrears remaining after a child turns 18 or up until age 19 ½, then the law allows the FOC to continue to collect on those arrears for an additional 10 years or more. In cases where the Court has ordered support for a spouse, or spousal support, this can often be in effect for a lifetime and the FOC will collect and enforce for the duration of the order.

In 2018, with 5,519 open cases, the FOC collected and disbursed $29,755,638 dollars in total support.

While collection and enforcement of support orders is the primary function of the FOC's eight caseworkers, the success of the office relies on the contribution of all employees. First contact with the FOC usually involves someone calling the office or coming into the office with a question or to make a payment. We also have a content-based website to assist parties.
In some instances, this might be the only contact someone has with the FOC so it is very important that the "first contact" be professional, courteous, and effective. Fortunately, we have two excellent front desk clerks who, despite the challenges/stresses of the job, remain upbeat and positive as they interact with the public. We also have a veteran FOC employee at the front desk who is an expert in support matters in the MiCSES (Michigan Child Support Enforcement System) to better assist both the clerks and the public with questions and issues. Her knowledge and expertise has proved invaluable in improving our delivery of services to the public.

From the front desk, we have three clerks who enter new cases in MICSES; enter orders and modification of orders into MiCSES; enforce health care provisions with parties and employers; locate individuals who have not kept their addresses current with the FOC; and assist the front desk staff. These clerks work closely with the eight caseworkers who are the ones responsible for the day-to-day management of each file. This includes meeting with parties, answering their phone calls, writing letters, preparing show cause petitions for those not paying their support as ordered and other duties. **On average, the FOC office receives approximately 250 phone calls each day from parties, attorneys, court staff, and other agencies that interact with the FOC.**

In order to be efficient and best utilize our resources to serve the public, we have specialized some functions amongst the eight caseworkers. We have five enforcement caseworkers, one

intergovernmental caseworker and two review and modification caseworkers. While primarily the majority of the approximate 5,600 open FOC cases center around Livingston County and Michigan residents, a growing number of cases are occurring in other states and around the world.

Enforcement tools used by the enforcement caseworkers to collect support include income withholding orders where an employer garnishes wages from an employee's check; intercepting tax refunds; liens on bank accounts; and passport denials to name some of the most used. Individuals who do not pay their court ordered support and fail to appear for hearings are issued bench warrants and our support enforcement officer seeks out these individuals for arrest and brings them before the court.

While approximately 80% of our cases pay regular support, those that choose not to have contact with the FOC often end up with a bench warrant for failing to appear at a hearing. In those situations, our support enforcement officer is able to assist. Deputized by the Sheriff (and a retired MSP Trooper), he is able to arrest individuals with bench warrants and bring them before the judge.

The intergovernmental caseworker is assigned the primary duties of handling cases when one parent moves out-of-state or to another country. Or, if another state or country has established a support order and then one or both parties move to Livingston County, at the request of the particular state or country, we will register the order here for enforcement. Similarly, we can request another state or country enforce a Michigan order, if that is the best way to collect support.

The two review and modification caseworkers specialize in making recommendations regarding child support and preparing reports, recommendations, and proposed orders. They review files and other information to determine if orders need modification due to changes in circumstances, such as incarceration or receipt of social security disability benefits. It is extremely rare that a child support order remains the same from a Judgment of Divorce or Final Order.

Generally, as a party finds a new job, or loses an old job, or has additional children, etc. support needs to be modified. The two caseworkers responsible for these reviews are well trained in the Michigan Child Support Formula. This Formula is promulgated by the Michigan Supreme Court upon recommendations from the State Court Administrative Office (SCAO) and are mandatory. Deviations are permitted but only under specific conditions.

While those experiencing divorce or separation are often going through the most difficult periods in their lives, we are fortunate to have a trained, experienced, and understanding office to assist the parties through this challenging time. The FOC office remains open through the lunch hour and is open to the public for 45 hours each week. Appointments are not required and someone is always available to assist when a party has questions or concerns

Respectfully submitted,

Melissa A. Scharrer
Friend of the Court