



## **BOARD OF COMMISSIONERS REVISED AGENDA**

December 23, 2020

**IMMEDIATELY FOLLOWING THE FINANCE COMMITTEE MEETING**

Virtual Meeting Held in Accordance with Public Act 228 of 2020

Zoom Virtual Meeting

Meeting ID: 399-700-0062 / Password: LCBOC

<https://zoom.us/j/3997000062?pwd=SUdLYVFFcmozWnFxbm0vcHRjWkVIZz09>

*"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."*

- 1. CALL MEETING TO ORDER**
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG**
- 3. ROLL CALL**
- 4. CALL TO THE PUBLIC**
- 5. APPROVAL OF AGENDA**
- 6. APPROVAL OF MINUTES**
  - a. Closed Session Minutes Dated: March 12, 2020
  - b. Closed Session Minutes Dated: May 11, 2020
  - c. Minutes of Meeting Dated: December 14, 2020
- 7. REPORTS**
  - 7.1. Year-End Report**

Carol Griffith, Board of Commissioners Chairwoman
- 8. APPROVAL OF CONSENT AGENDA ITEMS**
  - 8.1. 2020-12-302**

Resolution Approving the Tentative Agreement between the Livingston County Board of Commissioners and the Michigan Association of Fire Fighters Representing Paramedics - Emergency Medical Services
  - 8.2. 2020-12-303**

Resolution Authorizing the Reorganization of the Drain Department – Drain Commissioner

**8.3. 2020-12-304**

Resolution Approving the Creation of a Full-Time Assistant Public Defender II Position in the Public Defender Department

**8.4. 2020-12-305**

Resolution Authorizing the Reorganization of the Public Defender's Office

**8.5. 2020-12-306**

Resolution Reauthorizing and Modifying Emergency Temporary COVID-19 Leave Benefits For Eligible County Employees - Administration

**8.6. 2020-12-307**

Resolution Amending Resolution 2020-12-276 Authorizing an Additional Contribution to MERS in Fiscal Year 2020 - Administration

**9. RESOLUTIONS FOR CONSIDERATION**

**9.1. 2020-12-308**

Resolution to Authorize a Fourth Quarter Budget Amendment to the Fiscal-Year 2020 Budget – Fiscal Services

**9.2. 2020-12-309**

Resolution Approving Appointments to Livingston County Boards and Committees - Board of Commissioners

**9.3. 2020-12-310**

Resolution Authorizing the 2021 State Grant Agreement, Grant Administrator, County Representative and Surveyor Contracts for the Remonumentation and State Plane Coordinate Determination of the Public Land Survey Corners in Livingston County – Register of Deeds

**10. FINANCE COMMITTEE RECOMMENDATION FOR APPROVAL OF CLAIMS**

Dated: December 23, 2020

**11. FINANCE COMMITTEE RECOMMENDATION FOR APPROVAL OF PAYABLES**

Dated: December 4 through December 17, 2020

**12. CALL TO THE PUBLIC**

**13. ADJOURNMENT**

## LIVINGSTON COUNTY BOARD OF COMMISSIONERS

### MEETING MINUTES

December 14, 2020, 5:30 p.m.

Virtual Meeting Held in Accordance with Public Act 228 of 2020

Zoom Virtual Meeting

Meeting ID: 399-700-0062 / Password: LCBOC

<https://zoom.us/j/3997000062?pwd=SUdLYVFFcmozWnFxbm0vcHRjWkVIZz09>

Members Present: Carol Griffith, Kate Lawrence, William Green, Wes Nakagiri, Douglas Helzerman, Robert Bezotte, Jay Gross, Gary Childs, and Jay Drick

#### 1. CALL MEETING TO ORDER

The meeting was called to order by Chairwoman Carol Griffith at 5:30 p.m.

#### 2. MOMENT OF SILENT REFLECTION

#### 3. PLEDGE OF ALLEGIANCE TO THE FLAG

All rose for the Pledge of Allegiance to the Flag of the United States of America.

#### 4. ROLL CALL

Roll call by the Clerk indicated the presence of a quorum.

Indicated the presence of a quorum.

Carol Griffith, remotely from Genoa Township, Livingston County, Michigan  
Kate Lawrence, remotely from City of Brighton, Livingston County, Michigan  
William Green, remotely from Deerfield Township, Livingston County, Michigan  
Wes Nakagiri, remotely from Hartland Township, Livingston County, Michigan  
Douglas Helzerman, remotely from Handy Township, Livingston County, Michigan  
Robert Bezotte, remotely from Marion Township, Livingston County, Michigan  
Jay Gross, remotely from Green Oak Township, Livingston County, Michigan  
Gary Childs, remotely from Green Oak Township, Livingston County, Michigan

#### 5. CORRESPONDENCE

- a. Kalkaska County Resolution 2020-28 Recommending Impeachment of Governor Whitmer

Motion to receive and place on file the correspondence.

It was moved by R. Bezotte

Seconded by D. Helzerman

Roll Call Vote: Yes (9): R. Bezotte, J. Gross, G. Childs, J. Drick, C. Griffith, K. Lawrence, W. Green, W. Nakagiri, and D. Helzerman; No (0): None; Absent (0): None

**MOTION Carried (9-0-0)**

#### 6. CALL TO THE PUBLIC

The following spoke regarding Resolution 2020-12-301:

Judy Daubenmier, Genoa Township, Cindy Kalogeropoulos, Brighton, Brenda Plank, Green Oak Township, Glenn and Jeannine Gogoleski, Hartland Township, Sharon Lollio, Howell, and Mitchell Zajac, Marion Township.

Steve Wasylik, Managing Director Livingston County Road Commission, Brighton Township, spoke regarding the candidates for appointment to the Board for the Livingston County Road Commission.

**7. APPROVAL OF MINUTES**

a. Minutes of Meeting Dated: November 23, 2020

b. Minutes of Meeting Dated: December 9, 2020

Motion to approve the minutes as presented.

It was moved by K. Lawrence

Seconded by J. Gross

Roll Call Vote: Yes (9): K. Lawrence, W. Green, W. Nakagiri, D. Helzerman, R. Bezotte, J. Gross, G. Childs, J. Drick and C. Griffith; No (0): None; Absent (0): None

**MOTION Carried (9-0-0)**

**8. TABLED ITEMS FROM PREVIOUS MEETINGS**

None.

**9. APPROVAL OF AGENDA**

Motion to approve the Agenda as presented.

It was moved by G. Childs

Seconded by R. Bezotte

Roll Call Vote: Yes (9): G. Childs, J. Drick, C. Griffith, K. Lawrence, W. Green, W. Nakagiri, D. Helzerman, R. Bezotte, and J. Gross; No (0): None; Absent (0): None

**MOTION Carried (9-0-0)**

**10. REPORTS**

Commissioner Green spoke regarding Resolution 2020-12-301.

Commissioner Helzerman reported on the Electoral College vote at the State Capital.

County Administrator, Nathan Burd, spoke regarding a new small business grant program for Michigan restaurants and small businesses. The Pure Michigan Small Business Relief Incentive can be found at [michiganbusiness.org/relief](http://michiganbusiness.org/relief).

**11. INTERVIEWS**

**11.a Candidates for Appointment to the Livingston County Road Commission**

1. Alex Clos

2. Kevin Spicher

Alex Clos introduced himself and answered questions from the Commissioners.

Commissioner Gross left the meeting at 6:55 p.m.

Commissioner Gross returned to the meeting at 6:57 p.m.

Kevin Spicher introduced himself and answered questions from the Commissioners.

**12. APPROVAL OF CONSENT AGENDA ITEMS**

Resolutions 2020-12-276 through 2020-12-299

Motion to approve the resolutions on the Consent Agenda.

It was moved by D. Helzerman

Seconded by W. Green

Roll Call Vote: Yes (9): D. Helzerman, R. Bezotte, J. Gross, G. Childs, J. Drick, C. Griffith, K. Lawrence, W. Green, and W. Nakagiri; No (0): None; Absent (0): None

**12.a 2020-12-276**

Resolution Authorizing an Additional Contribution to MERS in Fiscal Year 2020 - County Administration

**12.b 2020-12-277**

Resolution Authorizing an Agreement with Aon to Provide Employee Benefits Broker and Consulting Services - Human Resources

**12.c 2020-12-278**

Resolution Authorizing an Increase in Total Authorized Vehicles in the Facilities Services Fleet - Car Pool

**12.d 2020-12-279**

Resolution Authorizing the Reorganization of the Equalization Department - Equalization Department

**12.e 2020-12-280**

Resolution Authorizing 2021 Renewal Software Maintenance and Services – Information Technology

**12.f 2020-12-281**

Resolution to Approve the 2021 Memorandum of Agreement (MOA) with MSU Extension as Determined by the 2021 MSUE Budget – MSU Extension

**12.g 2020-12-282**

Resolution Authorizing 2021 Non-Profit Contracts - Administration

**12.h 2020-12-283**

Resolution to Authorize a Contract with Plante Moran to Provide Professional Auditing Services - County Administration

**12.i 2020-12-284**

Resolution to Amend the Livingston County Procurement Card Policy – Fiscal Services

**12.j 2020-12-285**

Resolution to Amend the Livingston County Procurement Policy – Fiscal Services

**12.k 2020-12-286**

Resolution Accepting 2021 Grant Funding from the Department of Licensing and Regulatory Affairs, Bureau of Medical Marihuana Regulation – Health Department

**12.l 2020-12-287**

Resolution Authorizing an Agreement with the Michigan Department of Environment, Great Lakes, and Energy to Conduct Environmental Health Services – Health Department

**12.m 2020-12-288**

COVID-19 Related Resolution Approving Temporarily Authorizing a Livingston County Health Department FLSA Exempt Employee to Accrue Temporary Special Flex Time and Additional Compensation for Hours Worked – Health Department

**12.n 2020-12-289**

Resolution Extending Authorization of Resolution 2020-03-079 –Health Department

**12.o 2020-12-290**

Resolution Amending Resolution 2019-02-017 Authorizing Third-Party Contracts between Livingston County and Specialized Services Transportation Providers – LETS

**12.p 2020-12-291**

Resolution Authorizing Sub-recipient Agreement for Transportation Services between Livingston County (LETS) and People’s Express of Whitmore Lake for FY 2021 and Amendment to FY 2020 Agreement - LETS

**12.q 2020-12-292**

Resolution Authorizing the Reorganization of LETS to Fill the Full-Time Mobility Manager Position and Eliminate One Full-Time Driver Position – LETS

**12.r 2020-12-293**

Resolution Approving the LETS Public Transportation Agency Safety Plan (PTASP) – LETS

**12.s 2020-12-294**

Resolution Authorizing the Approval of the EMS Charges for 2021 - Emergency Medical Services

**12.t 2020-12-295**

Resolution Authorizing the Clinical/Internship contract with Lake Superior State University - Emergency Medical Services

**12.u 2020-12-296**

Resolution Authorizing a Clinical Training Affiliation Agreement with Oakland Community College to Provide Clinical Internship Services - Emergency Medical Service

**12.v 2020-12-297**

Resolution Authorizing a Clinical Training Affiliation Agreement with Dorsey Emergency Medical Academy to Provide Clinical Internship Services - Emergency Medical Service

**12.w 2020-12-298**

Resolution Authorizing Holiday Pay For Regular Part-Time Livingston County Medical Examiner Investigators - Emergency Medical Services

**12.x 2020-12-299**

Resolution Approving the Reorganization of the Emergency Medical Services Department – Emergency Medical Services

**13. RESOLUTIONS FOR CONSIDERATION**

Resolutions 2020-12-300 and 2020-12-301

**13.a 2020-12-300**

Resolution Approving an Appointment to the Livingston County Road Commission - Board of Commissioners

Commissioner Childs nominated Kevin Spicher to the appointment to the Livingston County Road Commission for a term expiring on December 31, 2026. Commissioner Bezotte seconded the nomination.

Motion to adopt the Resolution.

Kevin Spicher was appointed to the Livingston County Road Commission for a term expiring on December 31, 2026.

It was moved by G. Childs

Seconded by R. Bezotte

Discussion

Roll Call Vote: Yes (9): G. Childs, J. Drick C. Griffith, K. Lawrence, W. Green, W. Nakagiri, D. Helzerman, R. Bezotte, and J. Gross; No (0): None; Absent (0): None

**MOTION Carried (9-0-0)**

**13.b 2020-12-301**

Resolution Setting Compensation for Livingston County Commissioners for Years 2021 and 2022 - Board of Commissioners

Motion to adopt the Resolution.

It was moved by R. Bezotte

Seconded by W. Green

Discussion

Commissioner Helzerman moved to amend the Resolution to set salaries for Board of Commissioners' Chairperson at \$19,000.00, Vice Chairperson at \$17,000.00 and Commissioners at \$16,000.00.

Motion to Amend the Resolution.

Moved by D. Helzerman

Seconded by J. Drick

Roll Call Vote: Yes (5): R. Bezotte, J. Gross, J. Drick, W. Green, and D. Helzerman;

No (4): C. Griffith, K. Lawrence, W. Nakagiri, and G. Childs; Absent (0): None

**MOTION to Amend Carried (5-4-0)**

Motion to adopt the Amended Resolution.

It was moved by R. Bezotte

Seconded by W. Green

Roll Call Vote: Yes (5): R. Bezotte, J. Gross, J. Drick, W. Green, and D. Helzerman;

No (4): C. Griffith, K. Lawrence, W. Nakagiri, and G. Childs; Absent (0): None

**MOTION Carried (5-4-0)**

**14. CALL TO THE PUBLIC**

Glenn and Jeannine Gogoleski, Hartland Township commented on the animosity between Board members.

Judy Daubenmier, Genoa Township, commented on the \$27 million the County has to spend.

Kevin Spicher thanked the Board for his appointment.

**15. ADJOURNMENT**

Motion to adjourn the meeting at 7:41p.m.

It was moved by G. Childs

Seconded by D. Helzerman

Roll Call Vote: Yes (9): G. Childs, C. Griffith, K. Lawrence, W. Green, W. Nakagiri, D. Helzerman, R. Bezotte, J. Gross, and J. Drick; No (0): None; Absent (0): None

**MOTION Carried (9-0-0)**

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Elizabeth Hundley, Livingston County Clerk

UNAPPROVED



RESOLUTION

NO: 2020-12-302

LIVINGSTON COUNTY

DATE: December 23, 2020

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**Resolution Approving the Tentative Agreement between the Livingston County Board of Commissioners and the Michigan Association of Fire Fighters Representing Paramedics**

**WHEREAS,** negotiations have resulted in a tentative agreement between the Livingston County Board of Commissioners and the Michigan Association of Fire Fighters (hereinafter referred to as “MAFF”), for the period of 1/1/21 through 12/31/21; and

**WHEREAS,** the Paramedics have ratified the tentative agreement; and

**WHEREAS,** the modifications to the agreement are consistent with Board policy concerning wages and benefits; and

**WHEREAS,** the approval of the tentative agreement by the Board of Commissioners is the final action needed to execute this agreement.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approves the agreement reached with the MAFF and the Livingston County Board of Commissioners for the period of 1/1/21 through 12/31/21.

**BE IT FURTHER RESOLVED** that the Chair of the Board of Commissioners be authorized to sign all contracts necessary to effectuate this agreement.

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**MOVED:**  
**SECONDED:**  
**CARRIED:**

98 11-30-2020

SS  
11/25/2020

Livingston County EMS

Tentative Agreement

11/24/2020

**NEW Section 12.0. Hospitalization Insurance**

F. Effective 1/1/2021, consistent with Resolution 2019-08-121, elective abortion coverage is eliminated from all health plans.

**Section 15.0. Classification and Rates.**

Effective 1/1/2021, or upon ratification by all parties, whichever is later, the wage scales shall be increased 2.25%.

**NEW SECTION PERSONAL LEAVE.** Effective 1/1/2021, or upon ratification by all parties, whichever is later, employees shall receive eight (8) hours Personal Leave, deposited into a Personal Leave bank on January 1st of each year. Unused Personal Leave hours remaining at the end of each year will be forfeited. There shall be no payout of unused Personal Leave upon separation of employment with the County. Personal Leave time shall be approved as outlined in the contract Section 11.4. Paid Time Off, Section B, except that twelve (12) hour employees shall use all eight (8) hours at once.

**Section 11.4. Paid Time Off**

**C. UNSCHEDULED PTO.** Employees may use PTO for SICK leave for full or partial shift (tardiness), whether it be scheduled or unscheduled leave. However, unscheduled PTO usage shall be considered unapproved time off and shall be subject to discipline under this section. Unscheduled usage of PTO shall be deemed approved once such verification of illness or injury is provided, unless covered under FMLA or ADA leave. If an employee cannot provide proof of the illness or injury, said absence or tardy will not be approved by the Director or his/her designee and will be subject to discipline under this section. Proof / verification of illness or injury shall be in the form of a discharge summary from the health care provider.

RESOLUTION

NO: 2020-12-303

LIVINGSTON COUNTY

DATE: December 23, 2020

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## Resolution Authorizing the Reorganization of the Drain Department – Drain Commissioner

- WHEREAS,** the Drain Commissioner has evaluated the organizational structure of the Drain Department and wishes to make changes to that structure; and
- WHEREAS,** Livingston County, through its Department of Public Works (DPW), owns and operates the Livingston Regional Sanitary Sewer System (LRSS) and the Livingston County Septage Receiving Station (SRS), in addition to nine (9) sanitary sewer drains under the authority of the Drain Commissioner; and
- WHEREAS,** the current sanitary sewer operations structure includes five full time operators consisting of one Sanitary Facilities Superintendent and four Sanitary Facilities Operators who perform operation and maintenance on the wastewater systems spread throughout Livingston County; and
- WHEREAS,** the SRS was originally intended to receive 12 million gallons of septage annually, and is projected to exceed 35 million gallons this year with roughly the same staffing contingent it had at its opening in 2007; and
- WHEREAS,** an entirely new SRS dewatering facility (5,800 sq ft) has been constructed and is projected to commence operations by December 31, 2020; and
- WHEREAS,** a revised asset management plan has been prepared for the LRSS that identifies capital improvement projects and preventative maintenance required over the next ten years beginning in 2021; and
- WHEREAS,** the wastewater systems service approximately 2,500 customers throughout Livingston County; and
- WHEREAS,** the current staff structure will not be adequate to successfully and safely take on both the additional responsibilities of the new press facility and the projects identified in the asset management plan; and
- WHEREAS,** the DPW has assessed the operational needs of the department and determined that the greatest area of need is in the area of technical support, in addition to providing backup for current wastewater operations and;
- WHEREAS,** through resolution, the DPW strongly recommended the addition of a new Wastewater Technical Specialist that will contribute to operations while also bringing a new skill-set to the team through knowledge and experience related to graphical control interfaces, software administration, geospatial data management, system diagnostics, and development of standard operating procedures; and
- WHEREAS,** the cost of the new position will be \$86,789 which includes wages and benefits; and

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**WHEREAS,** the entirety of the costs of this position incurred by Livingston County are reimbursed in full by the DPW enterprise funds of the SRS and Livingston Regional Sewer System, as well as nine (9) sanitary sewer drainage districts.

**THEREFORE BE IT RESOLVED** that the Board of Commissioners hereby approves reorganization of the Drain Department authorizing the addition of a Wastewater Technical Specialist as described in the position control chart below.

Position #	Description	Group	Grade	FTE
27500124	WASTEWATER TECHNICAL SPECIALIST	NU	8	1.00

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners authorize any necessary budget amendment to effectuate the above.

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**MOVED:**  
**SECONDED:**  
**CARRIED:**



**LIVINGSTON COUNTY, MICHIGAN**  
**OFFICE OF THE LIVINGSTON COUNTY DRAIN COMMISSIONER**

2300 E. Grand River Avenue, Suite 105, Howell, MI 48843  
Phone 517-546-0040 Fax 517-545-9658  
Web Site: [www.livgov.com/drain](http://www.livgov.com/drain)

## Memorandum

**To: Livingston County Board of Commissioners**  
**From: Michelle LaRose, Deputy Drain Commissioner**  
**Date: 12/16/2020**  
**Re: Reorganization of the Drain Department**

Honorable Commissioners:

On behalf of the Livingston County Board of Public Works (BPW), I am requesting a reorganization of the Drain Department that would include the addition of one full time employee to the sanitary sewer operation team in the form of a Wastewater Technical Specialist.

### BACKGROUND

The BPW, in conjunction with the office of the drain commissioner, is responsible for the operation and maintenance of numerous wastewater systems throughout the County. The Drain Commissioner serves on the BPW as the Director of Public Works. The breadth of responsibilities includes operation and maintenance of the following systems:

- **Livingston Regional Sewer System (LRSS)**  
The LRSS provides sanitary sewer service to approximately 2,400 customers throughout Tyrone and Hartland Townships. Approximately 60% of these customers are serviced by a grinder pump or septic tank effluent pump, which require added maintenance. Utilizing state grant funding, a comprehensive asset management plan (AMP) was developed and adopted by the BPW. The AMP identifies preventative maintenance and long-term capital improvement needs over the next 10 years and will continue to be updated annually. Implementation of the AMP projects will begin in 2021. Each project will be evaluated on an individual basis to determine the most cost-effective path forward, which may include contracting services, completing the work with internal staff, or a combination of both.
- **Septage Receiving Station (SRS)**  
The SRS was constructed in 2007 and was initially projected to accept 12 million gallons of septage. In 2020, the flows are projected to reach over 33 million gallons. This

substantial volume results in an increase in waste strength at Genesee County's Water Resource Recovery Facility (WRRF) in Linden where the waste is treated, which causes problems with their plant operation and the SRS permit limits. Consequently, the BPW was issued a corrective action plan to construct a dewatering facility that would remove solids and bring the WRRF into compliance. Despite the enormous success of the station, which one of our consultants estimates is one of the busiest septage stations in the United States, we have maintained nearly identical staffing to what we started with when the station initially opened.

- **Septage Dewatering Station (SDS)**

The SDS is currently under construction and is expected to be in operation by December 31, 2020. The SDS is a new facility constructed at the site of the existing SRS where a press machine will be installed along with another bay for trucks to offload. The septage flows received by the SRS and the SDS will run through the press to remove solids and bring the SRS/SDS into compliance by meeting permit limits. As we learned through operation of a similar temporary press over the last several months, these press machines require significant operational oversight.

- **Community Wastewater Sites**

The Drain Commissioner's office is also responsible for the operation and maintenance of nine community wastewater systems spread throughout Livingston County. These systems are established as drainage districts through the Michigan Drain Code (Act 40 of 1956) and service nearly 200 customers. The systems include a variety of operational components such as grinder pumps, septic fields, and advanced filtration systems.

## **NEW POSITION DESCRIPTION**

The job description for the Wastewater Technical Specialist is attached. The intent of this position is to develop internal technical expertise along with operational experience that will allow the operations team to stay on top of changing technologies and streamline our operations. Several of the specific tasks of this new position will include:

- Improve internal troubleshooting capabilities on mechanical and electrical control systems.
- Install/upgrade/maintain SCADA systems used for operational control, system reporting, and identification of system deficiencies.
- Serve as administrator to update and maintain the work order management system used for tracking routine maintenance and inspections, recording service requests and corresponding work, and reporting.
- Develop and maintain standard operating procedures to ensure consistency and improve operational efficiencies.

## **BOARD OF PUBLIC WORKS RECOMMENDATION**

The BPW has extensively evaluated and discussed our operational needs based on our current systems, the addition of the Septage Dewatering Facility, and the implementation of maintenance and capital improvement projects identified in the LRSS asset management plan. The consensus of the board was that more than one position is warranted at this point, however, they felt that the addition of a single position and evaluation of our needs over the

next year was the wisest approach. As indicated in the attached resolution, the BPW recommends the addition of a Technical Specialist to the sanitary operations crew. (Please note the attached version has been approved by the DPW Board in December and is awaiting signature.)

**BUDGET IMPLICATIONS**

The County would be fully reimbursed the cost of this position through the sanitary sewer system operating budgets.

Based on the information presented, we respectfully request passage of the attached resolution for reorganization of the Drain Department.

## **LIVINGSTON COUNTY JOB DESCRIPTION**

### **WASTEWATER TECHNICAL SPECIALIST**

**Supervised By:** Wastewater Superintendent

**Supervises:** No supervisory responsibility

**FLSA Status:** Non-Exempt

#### **Position Summary:**

Under the supervision of the Wastewater Superintendent is responsible for serving as the technical expert on software and critical sanitary sewer system components, including system diagnostics, implementing and troubleshooting asset management software and SCADA systems and pump station control systems. Also assists with sanitary sewer system maintenance and repairs, performing any and all of the duties of a Wastewater Operator as needed.

#### **Essential Job Functions:**

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties, which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Operates and maintains sanitary sewer collection system, treatment facilities, and onsite community wastewater systems.
2. Performs any and all of the duties of a Wastewater Operator as needed.
3. Communicates professionally with landowners, regulatory agencies, developers, septic haulers, local units of government, and the general public with questions or concerns regarding the County's sanitary sewer systems.
4. Develops sampling protocol to comply with state and local requirements.
5. Serves as a lead responder to emergency requests on a 24-hour basis.
6. Locates and flags underground utilities in response to MISS DIG design and construction staking requests.
7. Conducts pump station drawdown tests to evaluate pump performance.
8. Stays up-to-date on industry trends to learn the latest technology as it relates to sanitary system equipment and repair options and researches various technologies for system improvements.



9. Reviews and analyzes operational data collected through SCADA systems and troubleshoots, and reports concerns to the Wastewater Superintendent and Deputy Drain Commissioner.
10. Assists the Wastewater Superintendent in developing and updating standard operating procedures (SOPs).
11. Trains field personnel on utilizing various technologies such as GPS, GIS, SCADA and asset management software.
12. Installs operational controls and instrumentation for integration with SCADA systems in a variety of control schemes that monitor and control the sanitary sewer systems.
13. Serves as safety representative for sanitary sewer operations, including implementation of job hazard analysis, OSHA compliance, safety training, and recommending the purchase of safety-related equipment and supplies.
14. Troubleshoots issues with sanitary sewer control systems and communicates necessary repairs to the Wastewater Superintendent and Deputy Drain Commissioner.
15. Collects GPS data for new infrastructure and updates existing GIS maps.
16. Functions as asset management software administrator responsible for implementing software upgrades and other improvements as needed.
17. Reviews and recommends plans and specifications for instrumentation, computer programs, and other systems.
18. Complies with State of Michigan reporting requirements for sanitary sewer overflows as required under Part 31 of Public Act 451, as amended.
19. Assists with data collection, software administration, and technical training for the Drain Commissioner's Office's maintenance workers as needed.
20. Performs other duties as directed.

**Required Knowledge, Skills, Abilities and Minimum Qualifications:**

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

Requirements include the following:

- Associate's Degree in applied science, water/wastewater environmental technology or a related technology field with five years of experience. Or, a high school diploma/GED and ten years of experience. Acceptable experience includes working as a wastewater

collection systems operator directly involved with software programs and control systems.

- The County, at its discretion, may consider an alternative combination of formal education and work experience.
- Ability to obtain and keep current all applicable certifications and training, including forklift, vactor, overhead crane, confined space, first aid, and any other requirements necessary to perform the job duties.
- Michigan Commercial Driver's License Class A with tanker endorsement or the ability to obtain within a reasonable timeframe.
- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with County employees, contractors, landowners, representatives of other governmental units, professional contacts, elected officials, and the public.
- Ability to assess situations, solve problems, work effectively under stress, within deadlines, and in emergency situations.
- Skill in the use of underground line locating equipment, confined space meters, toxic gas data loggers, electrical testing equipment, and sewage sampling meters.
- Mechanical aptitude with knowledge of mechanical and electrical equipment.
- Ability to follow verbal and written instructions and pay explicit attention to detail.
- NASSCO Pipeline Assessment and Manhole Assessment Certifications.
- Advanced skills in Microsoft Word, Excel, and database management, and the ability to learn department-specific software.
- Experience collecting data using a GPS unit.
- Ability to analyze, interpret and operate various complex software programs.
- Knowledge of ArcGIS software and experience creating or modifying basic maps, including representation of geospatial data.
- Ability to respond to emergencies or service needs on a 24-hour basis

**Physical Demands and Work Environment:**

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable

individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand, sit, walk, climb, use hands and fingers, talk, hear, and view and create written documents. The employee uses hand strength to grasp tools and may climb ladders or uneven terrain. The employee is frequently required to reach with hands and arms, such as to operate and repair vibrating machinery, use wrenches, hand tools, etc., and operate motorized equipment and vehicles. The employee must lift or push/pull objects of up to 75 lbs. without assistance. Accommodation will be made, as needed, for employees required to lift or move objects that exceed this weight.

While performing the duties of this job, the employee frequently works near moving mechanical parts and is exposed to fumes or airborne particles, toxic or caustic chemicals, and risk of electrical shock. The noise level in the work environment is usually moderate to loud.



**Livingston County**  
**Department of Public Works**  
**2300 E. Grand River, Suite 105**  
**Howell, Michigan 48843-7581**  
**Phone (517) 546-7150 Fax (517) 545-9658**



**Board of Public Works**

**Livingston County, Michigan**

**RESOLUTION No. 2020-**

**APPROVED:**

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**Resolution Requesting the Addition of a Sixth Operator in the Form of a Technical Specialist to the Sanitary Sewer Operations Team**

At a meeting of the Department of Public Works of the County of Livingston (the "LCDPW") held via Zoom on December 3, 2020, at 8:00 a.m., there were

PRESENT:

ABSENT:

The following preamble and resolution were offered by \_\_\_\_\_ and supported by \_\_\_\_\_

**WHEREAS,** the Board of Public Works has authority over the Livingston County Department of Public Works under Act 185 of 1957; and

**WHEREAS,** Livingston County, through its Department of Public Works (DPW), owns and operates the Livingston Regional Sanitary Sewer System (LRSS) and the Livingston County Septage Receiving Station (SRS), in addition to 9 sanitary sewer drains under the authority of the Drain Commissioner; and

**WHEREAS,** the current sanitary sewer operations structure includes five full time operators consisting of one Sanitary Facilities Superintendent and four Sanitary Facilities Operators who perform operation and maintenance on 10 wastewater systems and a septage receiving station spread throughout Livingston County; and

**WHEREAS,** the SRS was originally intended to receive 12 million gallons of septage annually, and is projected to exceed 35 million gallons this year with roughly the same staffing contingent it had at its opening in 2007; and

**WHEREAS,** an entirely new press facility (5,800 sq ft) has been constructed and is projected to commence operations by December 31, 2020; and

**WHEREAS,** a revised asset management plan has been prepared for the LRSS that identifies capital improvement projects and preventative maintenance required over the next ten years beginning in 2021; and

**WHEREAS,** the current staff structure will not be adequate to successfully and safely take on both the additional responsibilities of the new press facility and the asset management plan; and

**WHEREAS,** the DPW has assessed the operational needs of the department and determined that the greatest area of need is in the area of technical support, in addition to providing backup for current wastewater operations, and;

**WHEREAS,** The DPW desires to add a new Technical Specialist to the sanitary operations team that will contribute to operations while also bringing a new skill-set to the team through knowledge and experience related to graphical control interfaces, software administration, geospatial data management, and system diagnostics; and

**WHEREAS,** the entirety of the costs of this position incurred by Livingston County are reimbursed in full by the DPW enterprise funds of the SRS and Livingston Regional Sewer System, as well as 9 sanitary sewer drainage districts.

**THEREFORE, BE IT RESOLVED** that the Board of Public Works recommends the addition of a Technical Specialist position to the sanitary operations team to bring the staffing up to six full time operators.

A vote on the foregoing resolution was taken and was as follows:

Roll Call Vote:       AYES:  
                              NAYES:  
                              ABSENT:

#### **CERTIFICATION**

THE RESOLUTION WAS DECLARED ADOPTED

I certify that the foregoing is a true and accurate copy of a resolution adopted at a meeting of the Livingston County Department of Public Works and that notice of such meeting was given and such meeting was held in compliance with Act No. 267, Michigan Public Acts of 1976, as amended, and that the foregoing resolution was adopted by the Livingston County Board of Public Works on December 3, 2020.

By: Terry Wilson, Secretary of the Livingston County Board of Public Works  
*Name and Title*

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Signature

Dated:           December 3, 2020

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RESOLUTION

NO: 2020-12-304

LIVINGSTON COUNTY

DATE: December 23, 2020

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**Resolution Approving the Creation of a Full-Time Assistant Public Defender II Position in the Public Defender Department**

**WHEREAS,** the Public Defender Department has a need for a Public Defender II Position; and

**WHEREAS,** the Assistant Public Defender II position has previously been evaluated by Municipal Consulting Services, LLC., who classified the position at Grade 13; and

**WHEREAS,** funding for same is available in the Michigan Indigent Defense Commission's FY 2021 Grant; and,

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby establish an Assistant Public Defender II Position in the Public Defender Department.

Position #	Description	Group	Grade	FTE
17290111	ASSISTANT PUBLIC DEFENDER II	NU	13	1.00

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners authorize any necessary supplemental appropriation to effectuate the above.

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**MOVED:**  
**SECONDED:**  
**CARRIED:**



1221 Byron Rd., Suite 1, Howell, MI 48843  
Phone (517) 540-8745

## Memorandum

**To: Livingston County Board of Commissioners**  
**From: Karen Groenhout, Livingston County Public Defender**  
**Date: November 10, 2020**  
**Re: Resolution Authorizing the Creation of a Public Defender II Position.**

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The Livingston County Public Defender's Office has been operational approximately one year. At the time of the original organization of the office the number of attorneys and hearings were unknown. Since that time, it is clear that we require a full time attorney to cover arraignments. Therefore, at this time the Public Defender's Office is requesting approval to hire a full time Pubic Defender II. This change was built into our request for grant funding through the Michigan Indigent Defense Commission and was approved in the annual grant.

Thank you in advance for your consideration. If you have any questions regarding this matter, please feel free to contact me directly.



## CONTACT INFORMATION

Requester: Karen E. Groenhout Title of Requester: Chief Public Defender  
Dept. Phone Number/Extension: 260 Date Requested: 11/23/2020

## POSITION INFORMATION

Position Title: Assistant Public Defender II Supervisor: Karen E. Groenhout

1. Is the purpose of this request to fill a position as a result of a **vacancy**? Yes ☐ No ☒

If so, name of person last holding this position: \_\_\_\_\_

2. Is the purpose of this request to **reclassify** a current position? Yes ☐ No ☒

3. Is the purpose of this request to change the scheduled hours of an existing position? Yes ☐ No ☒ From: \_\_\_\_\_ To: \_\_\_\_\_

If so, name of current incumbent: \_\_\_\_\_

4. Is the purpose of this request to transfer a current position? Yes ☐ No ☒

If so, Current Department: \_\_\_\_\_ Proposed Department: \_\_\_\_\_

Position Type: Regular ☒ Term/Grant ☐ Temp. ☐ Unpaid ☐ Special ☐

Position Status: Full Time (30+) ☒ Part-Time (21-29) ☐ Part-Time (20 or Less) ☐ Number of hours per week: 40

Justification of request / change of position **(REQUIRED)**: When the PD Office was established in Jan. 2020  
It was not clear how many arraignments were going to be handled by the office as it had never been done before.  
Our office handled approximately 1,000 arraignments this year and the position requires a full time attorney.

## FUNDING INFORMATION

Base Annual Salary: \$78,574/yr./\$37,7758 hr. This position is funded in whole or in part by a grant: Yes ☒ No ☐ % Funded: 100

Allocation **(Required)**: Current: Org. 26017200 % 100 Proposed (If changing): Org. \_\_\_\_\_ % \_\_\_\_\_

Position will be funded by: General Fund ☐ Enterprise Fund ☐ Special Revenue Fund ☐ Internal Service Fund ☐

## REQUIRED APPROVALS

Supervisor (if applicable) \_\_\_\_\_ Date \_\_\_\_\_ Karen E. Groenhout 11/23/2020  
Department Head \_\_\_\_\_ Date \_\_\_\_\_

## HR OFFICE ONLY

Job Class: 6095 Job Title: Assistant Public Defender II Grade/Step: 13S / 1  
FTE: 1.0 Employee Group: NU HR Reviewed: Amy Hill Date: 11/23/2020

## BUDGET OFFICE ONLY

Position Control # \_\_\_\_\_ Org. 26017200

Funds Available: Yes ☐ No ☐ Object Code: 704000 ☐ 706000 ☐ 706001 ☐

Comments: requires BOC approval

Budget Reviewed: \_\_\_\_\_ Date: \_\_\_\_\_

Resolution #: \_\_\_\_\_ Board Authorized on Date: \_\_\_\_\_



RESOLUTION

NO: 2020-12-305

LIVINGSTON COUNTY

DATE: December 23, 2020

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## Resolution Authorizing the Reorganization of the Public Defender's Office

**WHEREAS,** the Public Defender has evaluated the organizational structure of the Public Defender's Office and wishes to make changes to that structure; and

**WHEREAS,** the Public Defender's Office, when formed, was anticipated to need two Administrative Aides and one Administrative Specialist; and

**WHEREAS,** the Public Defender's Office is currently operating with three administrative staff all working within the job description of Administrative Specialist; and

**WHEREAS,** the two positions of Administrative Aide should be reclassified to Administrative Specialists; and

**WHEREAS,** the Administrative Specialist position has previously been evaluated by Municipal Consulting Services, LLC., who classified the positions at Grade 5; and

**WHEREAS,** the intent of the Public Defender is to consider potential promotion of both Administrative Aides (Grade 3) to Administrative Specialists (Grade 5) ; and

**WHEREAS,** the funds for the proposed changes to the organizational structure of the Public Defender's Office are accounted for in the current budget.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approves the reorganization of the Public Defender's Office changing the two Administrative Aide Positions to Administrative Specialist Positions as described in the position control chart below.

**CURRENT:**

Position #	Description	Status	Group	Grade	FTE
17290109	ADMIN AIDE	A	NU	3	1.00
17290110	ADMIN AIDE	A	NU	3	1.00

**PROPOSED:**

Position #	Description	Status	Group	Grade	FTE
17290109	ADMIN SPECIALIST	A	NU	5	1.00
17290110	ADMIN SPECIALIST	A	NU	5	1.00

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners authorize any necessary supplemental appropriation to effectuate the above.

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**MOVED:**

**SECONDED:**

**CARRIED:**



1221 Byron Rd., Suite 1, Howell, MI 48843  
Phone (517) 540-8745

## Memorandum

**To: Livingston County Board of Commissioners**  
**From: Karen Groenhout, Livingston County Public Defender**  
**Date: November 10, 2020**  
**Re: Resolution Authorizing the Reorganization of the Public Defender's Office**

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The Livingston County Public Defender's Office has been operational approximately one year. At the time of the original organization of the office the administrative needs and duties were unknown. Since that time, the job duties have been divided amongst the administrative staff and it is clear that the two positions that were originally classified as Administrative Aide positions are actually carrying out the duties of an Administrative Specialist. Based upon the division of duties and the skill level needed to fulfil these duties, the Public Defender's Office would like to change its structure from having two Administrative Aides and one Administrative Specialist Position to having all three administrative positions classified as Administrative Specialists. This change was built into our request for grant funding through the Michigan Indigent Defense Commission and was approved in the annual grant. Further, the change in salary was included in the 2021 Public Defender's budget request to Livingston County.

Thank you in advance for your consideration. If you have any questions regarding this matter, please feel free to contact me directly.

## **POSITION 1729010 JOB DUTIES**

- **Front Desk/Receptionist**
  - Answer phones
    - take detailed messages for staff and relay in writing.
  - Greet the public and assist in answering questions regarding public defender services
  - Complete Court appointed attorney Petitions over the phone and in person with prospective clients
  - US Mail and interoffice mail
    - Open all interoffice and US mail and disperse to the right person or scan in the right client file
  - Maintain outside mailbox
    - Maintain Keys on bulletin board
    - Maintain/send out all outgoing mail
- **Office Supply Inventory**
  - Track office supply inventories – maintain supply closet
  - Check supplies on weekly basis and re-order as necessary
  - Maintain a list of supplies
  - Open deliveries of supplies and place in supply closet
- **Monitor office machines (postage/copy machine/label maker) and their necessary supplies.**
  - Replace cartridges
  - answer any questions from staff regarding procedures or problems
  - Contact companies regarding issues with postage or copy machine
  - Place requisition within MUNIS to acquire needed supplies.
- **Invoicing/PCARD**
  - Track incoming invoices by keeping paper copies in our binder
  - Make sure contracts and/or vendors are up to date as well as budgets.
  - Input invoices into MUNIS for AP to approve and pay.
  - Responsible for PCard check in and out.
  - Complete PCard Statement every month in MUNIS by allocating and attaching backup receipt documentation.
- **Expense Claims**
  - Review expense claims entered by our employees to assure proper documentation has been attached and Fiscal Services guidelines have been met.
  - Allocate the line item to the proper project string.
  - Release into workflow for approval in MUNIS.

- **Budget**
  - Budget Transfers
  - Monitor budget on a timeline to assure proper funds for incoming invoices and upcoming payment dates.
  - Track budget transfers on our spreadsheet.
  
- **Budget Reporting To MIDC**
  - Run YTD budget reports for Karen every week.
  - Run Project Ledger and General Ledger reports monthly to reconcile.
  - Gather backup invoices from Account Inquiry and Spending Reports for FSR submission.
  - Assist Karen and Hilery completing and submitting the FSR quarterly.
  - Track Continuing Education Credits for Attorneys for MIDC reporting
  
- **Maintain the Outlook Calendar**
  - Schedule on calendar and Send out meeting invites
  - Keep scheduled meetings up to date on calendar
  - Maintain special events for the office
  
- **Maintain the white boards (calendar/in-out) at office**
  - Place daily assignments of Judges and Attorneys on board
  - Schedule PV Arraignments with Judge's staff and place time on board
    - Request PV report from Judge's Staff or Circuit Court Administration
    - Contact on call attorney to notify of schedule Probation Violation Arraignement
    - Put on Outlook calendar
  
- **Miscellaneous**
  - Liaison between county departments, attorneys, and clients via email and telephone.
  - Meeting Minute Taker.
  - Familiar with anything Fiscal Services/Admin such as where county policies and documents are located etc.
  - Responsible for completing IT Help Desk Tickets
  - Maintain and Update all policy/procedure binders and folders on the S drive
  - Serve as backup for Amanda and Jenny as needed
  - Closing files PD Files – scan closing document, add to Defender data and put in file, then file in closed
  - Back up Jenny and Amanda
  - Other duties as assigned



## **17290110 JOB RESPONSIBILITIES**

- **Monitor the Public Defender email - AS**
  - Notices
  - Misc follow up emails
  - Police Reports/Complaints/Evidence List
  - Pictures
  - Restitution
  - Judgment of sentence
  - PLEA forms from attorneys
  - Emails from retained attorneys (sub of attorney forms)
  - Emails from clients
  
- **Process every document that we receive from email/interoffice mail into Defendant DD file and alert attorneys -AS**
  - Notices
  - Restitution Documents
  - Lab reports
  - Probation reports
  - Violation Reports
  - Bond Violation Reports
  - Client documentation provided to office
  - Check probation drive daily – if reports are in file, put in DD and alert attorney
  
- **Open new files - AS**
  - Print Complaints and Staple onto inside of file
  - Save Discovery in Defender Data/Alert Attorneys
  - Make files folders
  - Place Court dates on calendar
  - File in Drawer
  
- **Send out supplemental discovery requests - AS**
  - Photographs
  - In Car Videos
  - Store Videos
  - Body Cams
  - Lab reports
  - Supplemental Police Reports
  
- **Send out all motions, subpoenas, and appellate paperwork. - AS**
  - Attach all exhibits

- Proof of Service
- Review for all legal filing requirements
- Contact attorney for missing documentation
- Request hearing date
- Coordinate with Prosecuting Attorney's Office and Court
  
- **Maintaining weekly dockets/files - AS**
  - Reschedule Court Dates - Daily
  - Cross check office calendar with Court dockets
  - Pull cases for the following week
  - If files don't have reports, request reports at this time
  
- **Contact clients - AS**
  - Request new addresses and email
  - Inform them of adjournments of court dates
  - Send out notices to Clients by mail or email
  - Mail or email police reports to Defendants (mostly police reports to lodged clients)
  
- **Main point person for all attorney requests for all regarding files - AS**
  - Contact court Staff to request missing notices, clarify court dates
  - Contact Prosecutor's office for missing discovery
  
- **Other Duties as assigned**



## CONTACT INFORMATION

Requester: Karen E. Groenhout Title of Requester: Chief Public Defender  
Dept. Phone Number/Extension: 517-540-8929 Date Requested: 11/23/20

## POSITION INFORMATION

Position Title: Administrative Specialist Supervisor: Karen E. Groenhout

1. Is the purpose of this request to fill a position as a result of a **vacancy**? Yes ☐ No ☒

If so, name of person last holding this position: Darla Hibbard

2. Is the purpose of this request to **reclassify** a current position? Yes ☒ No ☐

3. Is the purpose of this request to change the scheduled hours of an existing position? Yes ☐ No ☒ From: \_\_\_\_\_ To: \_\_\_\_\_

If so, name of current incumbent: \_\_\_\_\_

4. Is the purpose of this request to transfer a current position? Yes ☐ No ☒

If so, Current Department: \_\_\_\_\_ Proposed Department: \_\_\_\_\_

Position Type: Regular ☒ Term/Grant ☐ Temp. ☐ Unpaid ☐ Special ☐

Position Status: Full Time (30+) ☒ Part-Time (21-29) ☐ Part-Time (20 or Less) ☐ Number of hours per week: 40

Justification of request / change of position **(REQUIRED)**: The position is currently classified as an Administrative Aide but does job duties of an Administration Specialist.

## FUNDING INFORMATION

Base Annual Salary: \$19.31/hr/\$40,185 yr. This position is funded in whole or in part by a grant: Yes ☒ No ☐ % Funded: 100

Allocation **(Required)**: Current: Org. 26017200 % 100 Proposed (If changing): Org. \_\_\_\_\_ % \_\_\_\_\_

Position will be funded by: General Fund ☐ Enterprise Fund ☐ Special Revenue Fund ☒ Internal Service Fund ☐

## REQUIRED APPROVALS

Supervisor (if applicable) \_\_\_\_\_ Date \_\_\_\_\_ Karen Groenhout \_\_\_\_\_ 11/23/2020  
Department Head \_\_\_\_\_ Date \_\_\_\_\_

## HR OFFICE ONLY

Job Class: 1074 Job Title: Administrative Specialist Grade/Step: 5 / 1

FTE: 1.0 Employee Group: NU HR Reviewed: Amy Hill Date: 11/23/2020

## BUDGET OFFICE ONLY

Position Control # 17290109 Org. 26017200

Funds Available: Yes ☐ No ☐ Object Code: 704000 ☐ 706000 ☐ 706001 ☐

Comments: requires BOC approval

Budget Reviewed: \_\_\_\_\_ Date: \_\_\_\_\_

Resolution #: \_\_\_\_\_ Board Authorized on Date: \_\_\_\_\_





## CONTACT INFORMATION

Requester: Karen E. Groenhout Title of Requester: Chief Public Defender  
Dept. Phone Number/Extension: 517-540-8929 Date Requested: 11/23/20

## POSITION INFORMATION

Position Title: Administrative Specialist Supervisor: Karen E. Groenhout

1. Is the purpose of this request to fill a position as a result of a **vacancy**? Yes ☐ No ☒

If so, name of person last holding this position: Jennifer Wagner

2. Is the purpose of this request to **reclassify** a current position? Yes ☒ No ☐

3. Is the purpose of this request to change the scheduled hours of an existing position? Yes ☐ No ☒ From: \_\_\_\_\_ To: \_\_\_\_\_

If so, name of current incumbent: \_\_\_\_\_

4. Is the purpose of this request to transfer a current position? Yes ☐ No ☒

If so, Current Department: \_\_\_\_\_ Proposed Department: \_\_\_\_\_

Position Type: Regular ☒ Term/Grant ☐ Temp. ☐ Unpaid ☐ Special ☐

Position Status: Full Time (30+) ☒ Part-Time (21-29) ☐ Part-Time (20 or Less) ☐ Number of hours per week: 40

Justification of request / change of position **(REQUIRED)**: The position is currently classified as an Administrative Aide but does job duties of an Administration Specialist.

## FUNDING INFORMATION

Base Annual Salary: \$19.31/hr/\$40,185 yr. This position is funded in whole or in part by a grant: Yes ☒ No ☐ % Funded: 100

Allocation **(Required)**: Current: Org. 26017200 % 100 Proposed (If changing): Org. \_\_\_\_\_ % \_\_\_\_\_

Position will be funded by: General Fund ☐ Enterprise Fund ☐ Special Revenue Fund ☒ Internal Service Fund ☐

## REQUIRED APPROVALS

Supervisor (if applicable) \_\_\_\_\_ Date \_\_\_\_\_ Karen Groenhout 11/23/2020  
Department Head \_\_\_\_\_ Date \_\_\_\_\_

## HR OFFICE ONLY

Job Class: 1074 Job Title: Administrative Specialist Grade/Step: 5 / 1  
FTE: 1.0 Employee Group: NU HR Reviewed: Amy Hill Date: 11/23/2020

## BUDGET OFFICE ONLY

Position Control # 17290110 Org. 26017200

Funds Available: Yes ☐ No ☐ Object Code: 704000 ☐ 706000 ☐ 706001 ☐

Comments: requires BOC approval

Budget Reviewed: \_\_\_\_\_ Date: \_\_\_\_\_

Resolution #: \_\_\_\_\_ Board Authorized on Date: \_\_\_\_\_

RESOLUTION

NO: 20230-12-306

LIVINGSTON COUNTY

DATE: December 23, 2020

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## **Resolution Reauthorizing and Modifying Emergency Temporary COVID-19 Leave Benefits For Eligible County Employees--County Administration**

**WHEREAS,** in response to COVID-19 Pandemic, in March and April 2020 the Board of Commissioners proactively authorized and, to comply with law, subsequently modified the provision of emergency temporary COVID-19 leave benefits for certain classes of eligible County employees which:

- (i). were afforded statutory coverage under the Emergency Paid Sick Leave Act (“EPSLA”) and/or,
- (ii) are classified as Livingston County Emergency Responders and/or Healthcare Providers excluded from coverage of the EPSLA (“County EPSLA Exempt Employees”)

See, Resolutions 2020-03-80 (superseded), 2020-04-83 and 2020-04-84; and

**WHEREAS,** unless extended by an act of Congress, the statutory EPSLA benefit is set to expire on December 31, 2020. By law, EPSLA eligible employees may not carry over EPSLA leave from one year to the next and are not entitled to reimbursement for unused EPSLA leave upon termination, resignation, retirement, or other separation from employment. It is possible that Congress may act to extend EPSLA leave benefits past December 31 or provide a replacement COVID leave law, but it has not yet done so; and

**WHEREAS,** the additional non-statutory emergency temporary COVID-19 leave benefits authorized by the Board of Commissioners in 2020 to be provided to County EPSLA Exempt Employees under the terms of the Temporary Emergency COVID-19 Leave Policy Applicable to Exempted/Excluded Emergency Responders and HealthCare Providers likewise expires on December 31, 2020. Under this authorized policy, County EPSLA Exempt Employees may likewise not carry over County emergency temporary COVID-19 leave from one year to the next and are not entitled to reimbursement for unused leave upon termination, resignation, retirement, or other separation from employment; and,

**WHEREAS,** County Administration is recommending the reauthorization of a emergency temporary COVID-19 leave benefit due to: i. the continuation of the COVID-19 pandemic; ii. the fact that Congress has to reauthorize or extend the EPSLA; iii. in recognition of the efforts and needs of the County Emergency Responders and Healthcare Providers; iv. to foster and support prudent decisions by staff to treat or quarantine; and,

**THEREFORE BE IT RESOLVED** the Livingston County Board of Commissioners hereby reauthorizes for 2021 the grant of up to fourteen (14) calendar day regularly scheduled work period of paid COVID-19 leave Temporary Emergency COVID-19 to Exempted/Excluded Emergency Responders and HealthCare Providers. This leave is non-cumulative with leave granted or utilized in calendar year 2020 and is further subject to the terms and conditions Temporary Emergency COVID-19 Leave Policy Applicable to

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Exempted/Excluded Emergency Responders and HealthCare Providers which is likewise extended. These authorizations shall automatically terminate when the COVID-19 Pandemic is over, or December 31, 2021, or upon action by the Board of Commissioners terminating or amending this Resolution, whichever date is soonest.

**BE IT FURTHER RESOLVED**, that application of the Temporary Emergency COVID-19 Leave Policy Applicable to Exempted/Excluded Emergency Responders and HealthCare Providers shall be extended, on a temporary basis, to provide coverage to eligible County employees who were afforded statutory EPSLA benefit coverage prior to December 31, 2020. This authorization shall automatically terminate when the COVID-19 Pandemic is over, or December 31, 2021, upon Congress extending/reauthorizing or providing a replacement to, in whole or in part, the expiring leave provisions of the EPSLA, or upon action by the Board of Commissioners terminating or amending this Resolution, whichever date is soonest.

If Congress does act to provide extended or replacement COVID leave benefits to eligible County employees, then the provision of leave for eligible County employees shall be exclusively governed by and subject to the requirements, terms, conditions and procedures provided by applicable law and/or appropriate collective bargaining agreement leave provisions (for unit employees) or County leave policies (for non-unit employees).

**BE IT FURTHER RESOLVED** that the eligibility for, application of, or procedures for grant or compensation of COVID-19 related compensation or leave may be modified by Administration to comply with changing circumstance, staffing requirements, and/or to comply with applicable law.

**BE IT FURTHER RESOLVED** that the Board of Commissioners authorize any budget amendment to effectuate the above.

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**MOVED:**  
**SECONDED:**  
**CARRIED:**

RESOLUTION

NO: 2020-12-307

LIVINGSTON COUNTY

DATE: December 23, 2020

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**Resolution Amending Resolution 2020-12-276 Authorizing an Additional Contribution to MERS in Fiscal Year 2020 - County Administration**

**WHEREAS,** a fundamental objective of the Livingston County Board of Commissioners as an employer that offers pension benefits, is to fund the long term cost of the benefits promised to our employees: and

**WHEREAS,** eliminating or reducing long term liabilities by making additional payments to MERS is a priority as it affects both the financial health and sustainability of Livingston County; and

**WHEREAS,** there are several advantages to making additional payments to MERS including: 1) reducing our total unfunded pension liability 2) potential to reduce our future annual required contributions (ARC) and 3) additional assets to invest with the potential of a greater return than one would expect to earn in a traditional municipal operating investment; and

**WHEREAS,** MERS of Michigan allows employers making additional voluntary contributions to the Defined Benefit Plan to accelerate the funding by allocating the additional funds to a surplus division that is not associated with any particular employee group; and

**WHEREAS,** by allocating voluntary contributions in excess of the annual required contribution to a surplus division these funds will not be included in determining the annual Employer Contribution requirement for any employee group but will be included in determining the Employers overall funded status; and

**WHEREAS,** \$500,000 is included in the Benefit Fund 2020 budget and \$1 million is included in the General Fund Budget for an additional payment to MERS.; and

**WHEREAS,** Building Inspection has sufficient fund balance to make an additional payment in the amount of \$28,457 to cover the total unfunded liability for the closed Building Inspection group.

**THEREFORE BE IT RESOLVED** that the Board of Commissioners hereby authorize an additional payment in the amount of \$1,528,457 \$1 million be made to MERS prior to 2020 year-end, of which \$500,000 will be from F677 Benefit Fund and \$1 million will be from General Fund to fund the overall County pension liability. and \$28,457 will be from F542 Building Inspection Fund to fully fund the closed Building Inspection Union group's liability.

**BE IT FURTHER RESOLVED** that the Board of Commissioners hereby authorize any budget amendment to effectuate the above.

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**MOVED:**

**SECONDED:**

**CARRIED:**

**RESOLUTION**

**NO: 2020-12-308**

**LIVINGSTON COUNTY**

**DATE: December 23, 2020**

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**Resolution to Authorize a Fourth Quarter Budget Amendment to the Fiscal-Year 2020 Budget – Fiscal Services**

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

**WHEREAS,** the proposed amendment recognizes actual expenditure activity for the fourth quarter of 2020 and includes:

- Increase/decreases in departmental expenditures to correspond to actual activity
  - Net-zero transfers to adjust to actuals expenses for several departments
  - Reduction of GF Facility Services for DHHS renovations
  - Increase in Drain for employee retirement payout offset by reimbursement from Drain funds
  - Transfers in Sheriff, Jail, Animal Control and Court Security to cover increases in overtime, part-time wages and inmate medical that have a net-zero effect for Sheriff Divisions
  - Reduction of the GF Health allocation for the intergovernmental transfer for My Community Dental Center contract
  - Increase in Medical Examiner for personnel costs
- Transfer out to the newly created F410 EMS Capital Replacement for future capital replacements
- Reduction of contract expenses in the amount for the FY20 Remon & Survey Plan
- Increase in CPL personnel costs due to in demand services offset by already adjusted revenue
- Increase in Sheriff grant revenue for Marine and Medical Marijuana programs
- Budget for transfer out of F261 911 Operating to F461 New 911 Facility Construction
- Reduction in Information Technology expenditure budget to align with actuals for software, contracted services, equipment and personnel costs

**WHEREAS,** the proposed amendment adjusts General Fund revenue to anticipated collection levels for:

- Adjust State Share revenue budget to revised annual amount
- Reduction in Court revenue for drug information management reimbursement, drunk driving case flow assessment, and juror compensation reimbursement
- Recognition of cell phone tower lease revenue
- Reduction of Sheriff special event reimbursement
- Increase in Jail US Marshall housing, bed rental, and phone commissions plus signing bonus

**WHEREAS,** the proposed amendment also includes Hazard Pay for employees who left employment where the State has determined them to be ineligible for reimbursement after the payment was made:

- Sheriff \$2,000
- Court Security \$1,000
- Jail \$3,000
- EMS \$8,000
- 911 Central Dispatch \$1,000

**WHEREAS,** resolution 2019-03-032 authorized the Microsoft Enterprise Agreement for the period of April 1, 2019 to March 31, 2022 with the intent of the expense being funded by Capital Improvement Funds. The proposed amendment includes a transfer from F403 Capital Improvement to F636 Information Technology in the amount of \$264,314; and

**WHEREAS,** the proposed amendment includes a transfer of expenses from the Public Safety Public Health Payroll Reimbursement Program to the original departments for positions deemed ineligible for the program.

**THEREFORE BE IT RESOLVED** that the Board of Commissioners authorizes the following budget amendment to the Fiscal-Year 2020 Budget as illustrated below:

FUND	Approved 2020 budget	Proposed amendment	Amended 2020 budget
101 - General Fund	\$ 49,731,833	\$ (82,798)	\$ 49,649,035
210 - EMS	\$ 10,542,142	\$ 31,347	\$ 10,573,489
221 - Health	\$ 4,423,077	\$ 12,461	\$ 4,435,538
245 - Remon & Survey	\$ 166,245	\$ (83,115)	\$ 83,130
261 - 911 Central Dispatch	\$ 4,724,497	\$ 443,245	\$ 5,167,742
268 - CPL	\$ 73,240	\$ 14,180	\$ 87,420
282- CARES PSPHP	\$ 3,303,899	\$ (80,935)	\$ 3,222,964
581 - Airport	\$ 1,404,573	\$ 49,700	\$ 1,454,273
636 - Information Technology	\$ 5,753,636	\$ (1,020,100)	\$ 4,733,536

**BE IT FURTHER RESOLVED** that the worksheet showing details of the above is available for review in the Fiscal Services office.

**BE IT FURTHER RESOLVED** that Livingston County Board of Commissioners authorizes the Livingston County Treasurer to transfer \$264,314 from F403 Capital Improvement to F636 Information Technology for the Microsoft Enterprise Agreement.

**BE IT FURTHER RESOLVED** that Livingston County Board of Commissioners authorizes the Livingston County Treasurer to transfer \$75,000 from 10135100-999519 to the DTRF for the first of three consecutive annual transfers to pay back the DTRF for the costs associated with refinancing the jail bonds.

**BE IT FURTHER RESOLVED** that Livingston County Board of Commissioners authorizes the Livingston County Treasurer to transfer \$285,000 from F210 EMS to F410 EMS Capital Replacement to be compliant with the practices identified in the plan to rebuild EMS working capital.

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**MOVED:**  
**SECONDED:**  
**CARRIED:**

EXPENDITURES				
	2020 Amended			Proposed Amended
10100001 GF TAXES	\$	-		
10110100 GF BOARD OF COMMISSIO	\$	644,143	\$	644,143
10113100 GF CIRCUIT COURT	\$	1,088,451	\$	1,088,451
10113600 GF DISTRICT COURT	\$	2,096,576	\$	2,096,576
10114800 GF PROBATE COURT	\$	796,097	\$	796,097
10114900 GF JUVENILE COURT	\$	810,697	\$	810,697
10115000 GF GUARDIANSHIP	\$	8,714	\$	8,714
10115100 GF PROBATION	\$	75,014	\$	75,014
10116700 GF APPELLATE COURT	\$	67,210	\$	67,210
10116800 GF CENTRAL SERVICE JUDICIAL	\$	2,586,691	\$	2,586,691
10117200 GF COUNTY ADMINISTRAT	\$	447,806	\$	447,806
10119200 GF ERP PROJECT	\$	-	\$	-
10121200 FISCAL SERVICES	\$	498,883	\$	498,883
10121500 GF COUNTY CLERK	\$	408,164	\$	408,164
10121599 GF COUNTY CLERK CIRCU	\$	884,833	\$	884,833
10122300 GF INTERNAL / EXTERNA	\$	127,800	\$	127,800
10124800 GF TAX ALLOCATION BOA	\$	1,495	\$	1,495
10124900 GF PLAT BOARD	\$	500	\$	500
10125300 GF COUNTY TREASURER	\$	1,043,651	\$	1,043,651
10125700 GF EQUALIZATION	\$	519,066	\$	519,066
10126100 GF COOPERATIVE EXTENS	\$	241,822	\$	241,822
10126200 GF ELECTIONS	\$	385,799	\$	385,799
10126500 GF FACILITIES SERVICE	\$	268,058	\$	268,058
10126700 GF PROSECUTING ATTORN	\$	2,371,022	\$	2,361,353
10126717 GF PROS. ATTY FAMILY	\$	103,885	\$	103,885
10126800 GF REGISTER OF DEEDS	\$	704,101	\$	704,101
10126900 GF CIVIL COUNSEL	\$	239,680	\$	239,680
10127000 GF HUMAN RESOURCES	\$	711,817	\$	711,817
10127500 GF DRAIN COMMISSIONER	\$	2,481,365	\$	2,481,365
10130100 GF SHERIFF	\$	7,655,206	\$	7,672,100
10130106 GF SHERIFF - TRAFFIC	\$	44,726	\$	67,240
10130143 GF SHERIFF - ANIMAL CNTRL	\$	179,391	\$	179,391
10130500 GF COURT SECURITY	\$	270,670	\$	265,670
10135100 GF JAIL	\$	10,334,868	\$	10,341,868
10142600 GF EMERGENCY MNGMT	\$	144,772	\$	163,112
10143000 GF ANIMAL SERVICES	\$	614,000	\$	620,241
10144100 GF DEPT OF PUBL WORKS	\$	242,468	\$	242,468
10144500 GF - DRAINS PUBLIC BE	\$	235,000	\$	235,000
10160100 GF HEALTH DEPARTMENT	\$	170,000	\$	170,000
10160500 GF CONTAGIOUS DISEASE	\$	5,000	\$	(165,000)
10164800 GF MEDICAL EXAMINER	\$	480,920	\$	480,920
10164900 GF MENTAL HEALTH	\$	600,470	\$	631,352
10167200 GF AGENCY ON AGING	\$	155,326	\$	155,326
10172100 GF PLANNING	\$	414,139	\$	414,139
10172800 GF ECONOMIC DEVELOPME	\$	175,000	\$	175,000
10174700 GF COMMUNITY ACTION P	\$	934,207	\$	934,207
10185100 GF INSURANCE POLICIES	\$	1,000,000	\$	1,000,000
10186100 GF RETIREMENT COUNTY	\$	2,000,000	\$	2,000,000
10187000 GF UNEMPLOYMENT INSUR	\$	22,544	\$	22,544
10189900 GF CHARGEBACKS	\$	1,000	\$	1,000
10196600 GF APPROPRIATIONS	\$	490,000	\$	490,000
10196610 GF APPROPRIATIONS - Court	\$	2,458,277	\$	2,458,277
10196631 GF APPROPRIATIONS - Other	\$	936,856	\$	936,856
10196650 GF APPROPRIATIONS - Health	\$	430,000	\$	430,000
10196800 GF CONTINGENCIES	\$	123,654	\$	123,654
General Fund Total	\$	49,731,833	\$	49,649,035

REVENUES				
2020 Amended			Proposed Amended	
\$	(37,697,881)	\$	(227,000)	\$ (37,924,881)
		\$	-	\$ -
\$	(138,672)	\$	1,598	\$ (137,074)
\$	(2,492,195)	\$	8,599	\$ (2,483,596)
\$	(218,537)	\$	-	\$ (218,537)
\$	(221,264)	\$	-	\$ (221,264)
\$	(11,709)	\$	-	\$ (11,709)
		\$	-	\$ -
		\$	-	\$ -
\$	(509,600)	\$	20,177	\$ (489,423)
		\$	-	\$ -
		\$	-	\$ -
\$	(29,207)	\$	-	\$ (29,207)
\$	(212,000)	\$	-	\$ (212,000)
\$	(434,450)	\$	-	\$ (434,450)
\$	(5,000)	\$	-	\$ (5,000)
		\$	-	\$ -
		\$	-	\$ -
\$	(98,917)	\$	-	\$ (98,917)
\$	(32,000)	\$	-	\$ (32,000)
		\$	-	\$ -
\$	(194,581)	\$	-	\$ (194,581)
\$	(401,383)	\$	(18,614)	\$ (419,997)
\$	(6,918)	\$	-	\$ (6,918)
\$	-	\$	-	\$ -
\$	(2,377,215)	\$	-	\$ (2,377,215)
\$	-	\$	-	\$ -
\$	-	\$	-	\$ -
\$	(1,377,055)	\$	(16,894)	\$ (1,393,949)
\$	(428,881)	\$	40,000	\$ (388,881)
\$	-	\$	-	\$ -
\$	-	\$	-	\$ -
\$	-	\$	-	\$ -
\$	(3,044,200)	\$	(460,554)	\$ (3,504,754)
\$	(34,019)	\$	-	\$ (34,019)
\$	(180,600)	\$	-	\$ (180,600)
\$	(64,200)	\$	-	\$ (64,200)
\$	-	\$	-	\$ -
\$	-	\$	-	\$ -
\$	-	\$	-	\$ -
\$	-	\$	-	\$ -
\$	-	\$	-	\$ -
\$	-	\$	-	\$ -
\$	(8,800)	\$	-	\$ (8,800)
\$	-	\$	-	\$ -
\$	-	\$	-	\$ -
\$	(265,166)	\$	-	\$ (265,166)
\$	-	\$	-	\$ -
\$	-	\$	-	\$ -
\$	-	\$	-	\$ -
\$	-	\$	-	\$ -
\$	-	\$	-	\$ -
\$	-	\$	-	\$ -
\$	-	\$	-	\$ -
\$	-	\$	-	\$ -
\$	(50,484,450)	\$	(652,688)	\$ (51,137,138)

\$ (1,488,103)



EXPENDITURES					REVENUES				
2020 Amended					Proposed Amended				
Special Revenue Funds									
21065100	EMS	\$	10,542,142	\$ 31,347	\$	10,573,489	\$	(10,542,142)	\$
21110100	CENSUS 2020	\$	50,000	\$ -	\$	50,000	\$	(50,000)	\$
21414100	FOC Family Counseling	\$	14,000	\$ -	\$	14,000	\$	(14,000)	\$
21514100	FOC	\$	2,790,160	\$ -	\$	2,790,160	\$	(2,619,177)	\$
21814900	REDD Grant	\$	61,518	\$ -	\$	61,518	\$	(61,518)	\$
21916800	CESF Courts	\$	197,364	\$ -	\$	197,364	\$	(197,364)	\$
21926700	CESF Grant - Prosecutor	\$	49,078	\$ -	\$	49,078	\$	(49,078)	\$
21930100	CESF Grant - Sheriff	\$	166,592	\$ -	\$	166,592	\$	(166,592)	\$
22160100	Health	\$	4,423,077	\$ 12,461	\$	4,435,538	\$	(4,678,339)	\$
23030100	Sheriff Donation Fund	\$	3,500	\$ -	\$	3,500	\$	(500)	\$
23143000	Animal Shelter Donations	\$	15,000	\$ -	\$	15,000	\$	(6,352)	\$
23816800	Courts FED Grants	\$	461,349	\$ -	\$	461,349	\$	(461,349)	\$
23826717	Family Support	\$	305,544	\$ -	\$	305,544	\$	(305,544)	\$
23830100	Sheriff - Federal Grants	\$	314,275	\$ -	\$	314,275	\$	(314,275)	\$
23833100	Sheriff Marine Safety	\$	5,600	\$ -	\$	5,600	\$	(1,000)	\$
23842600	FED Emergency Mngmnt	\$	176,862	\$ -	\$	176,862	\$	(279,527)	\$
23872100	Planning Federal Grants	\$	24,555	\$ -	\$	24,555	\$	(24,555)	\$
23916800	Courts STATE Grants	\$	537,580	\$ -	\$	537,580	\$	(559,674)	\$
23926718	Crime Victims Rights	\$	167,421	\$ -	\$	167,421	\$	(167,421)	\$
23930100	Sheriff State Grants	\$	12,000	\$ -	\$	12,000	\$	(22,000)	\$
23930106	Sheriff Traffic Secondary Road	\$	124,575	\$ -	\$	124,575	\$	(132,446)	\$
23943000	Animal Shelter State Grants	\$	33,605	\$ -	\$	33,605	\$	(33,605)	\$
23944100	DPW State Grants	\$	10,000	\$ -	\$	10,000	\$	(10,000)	\$
24469000	CDBG Grant	\$	17,355	\$ -	\$	17,355	\$	(42,855)	\$
24527800	ROD Survey & Remon	\$	166,245	\$ (83,115)	\$	83,130	\$	(65,000)	\$
25522300	Princ Res Exemption	\$	7,322	\$ -	\$	7,322	\$	(6,150)	\$
25626801	ROD Automation	\$	414,113	\$ -	\$	414,113	\$	(204,000)	\$
26017200	Indigent Defense	\$	2,532,119	\$ -	\$	2,532,119	\$	(2,554,318)	\$
26132500	911 Central Dispatch	\$	4,724,497	\$ 443,245	\$	5,167,742	\$	(4,410,818)	\$
26132525	911 Enhanced	\$	370,878	\$ -	\$	370,878	\$	(372,250)	\$
26132526	911 Training	\$	26,646	\$ -	\$	26,646	\$	(26,646)	\$
26335100	Sheriff CO Training	\$	30,000	\$ -	\$	30,000	\$	(20,000)	\$
26530100	Drug Law Enforcement	\$	4,500	\$ -	\$	4,500	\$	(2,000)	\$
26630100	DEA Equitable Sharing	\$	6,166	\$ -	\$	6,166	\$	(3,000)	\$
26821500	Concealed Pistol Licensing	\$	73,240	\$ 14,180	\$	87,420	\$	(180,784)	\$
26914500	Law Library	\$	6,500	\$ -	\$	6,500	\$	(6,500)	\$
27536200	COMMUNITY CORRECTIONS	\$	85,168	\$ -	\$	85,168	\$	(85,168)	\$
27774300	MICHIGAN WORKS	\$	224,195	\$ -	\$	224,195	\$	-	\$
27830100	Sheriff Victim Svcs Unit	\$	1,075	\$ -	\$	1,075	\$	(1,250)	\$
28200001	CARES ACT	\$	-	\$ -	\$	-	\$	(3,303,895)	\$
28230100	CARES ACT - Sheriff	\$	1,148,008	\$ (23,565)	\$	1,124,443	\$	-	\$
28230106	CARES ACT - Sheriff Traffic	\$	8,871	\$ -	\$	8,871	\$	-	\$
28230143	CARES ACT - Sheriff Animal	\$	25,763	\$ -	\$	25,763	\$	-	\$
28230500	CARES ACT - Sheriff Court	\$	38,143	\$ -	\$	38,143	\$	-	\$
28232500	CARES ACT - 911 Central	\$	269,510	\$ -	\$	269,510	\$	-	\$
28235100	CARES ACT - Jail	\$	1,206,782	\$ (13,289)	\$	1,193,493	\$	-	\$
28242600	CARES ACT - Emergency	\$	6,241	\$ (6,241)	\$	-	\$	-	\$
28260100	CARES ACT - Health Dept	\$	13,028	\$ (2,461)	\$	10,567	\$	-	\$
28264800	CARES ACT - Medical	\$	12,032	\$ (12,032)	\$	-	\$	-	\$
28265100	CARES ACT - EMS	\$	569,738	\$ (23,347)	\$	546,391	\$	-	\$
28285200	CARES ACT - Benefits	\$	5,783	\$ -	\$	5,783	\$	-	\$
29067000	Social Welfare	\$	9,500	\$ -	\$	9,500	\$	(9,000)	\$
29266200	Child Care Juvenile	\$	2,041,993	\$ -	\$	2,041,993	\$	(2,115,993)	\$
29266300	Child Care Social Services	\$	1,065,000	\$ -	\$	1,065,000	\$	(1,065,000)	\$
29568900	Veteran Services	\$	1,038,133	\$ -	\$	1,038,133	\$	(1,011,000)	\$
29630100	Criminal Forfeiture	\$	3,000	\$ -	\$	3,000	\$	-	\$
29768900	CO Veterans SVS Fund	\$	108,015	\$ -	\$	108,015	\$	(108,015)	\$
Enterprise Funds									
54237100	Building & Safety	\$	3,282,146	\$ -	\$	3,282,146	\$	(2,273,500)	\$
5780275	Septic Receiving	\$	1,592,264	\$ -	\$	1,592,264	\$	(2,150,414)	\$
58105400	Airport	\$	1,404,573	\$ 49,700	\$	1,454,273	\$	(1,501,242)	\$
58853800	LETS	\$	5,536,946	\$ -	\$	5,536,946	\$	(5,273,608)	\$
59535100	Jail Commissary	\$	175,765	\$ -	\$	175,765	\$	(129,000)	\$
Internal Service Funds									
63126500	Facility Services	\$	2,881,566	\$ -	\$	2,881,566	\$	(2,646,720)	\$
63622800	Information Technology	\$	5,753,636	\$ (1,020,100)	\$	4,733,536	\$	181,831	\$
66126300	Car Pool	\$	1,980,529	\$ -	\$	1,980,529	\$	(1,579,550)	\$
67785200	Benefit Fund	\$	10,948,386	\$ -	\$	10,948,386	\$	(10,954,169)	\$

RESOLUTION

NO: 2020-12-309

LIVINGSTON COUNTY

DATE: December 23, 2020

**Resolution Approving Appointments to Livingston County Boards and Committees  
- Board of Commissioners**

**WHEREAS,** the terms of representatives on the following Livingston County Boards and Committees have expired and/or seats have been vacated; and

**WHEREAS,** the following appointments have been recommended:

**Aeronautical Facilities Board**

**Renewal:**

James Clore ..... Term expires 7.01.2025

**Community Mental Health Authority Board**

**Renewals:**

Matt Ikle ..... Term expires 12.31.2023

Mary Pizzimenti ..... Term expires 12.31.2023

**Veterans' Services Committee**

**Renewals:**

Bruce Hundley ..... Term Expires 12.31.2024

James Wallace ..... Term Expires 12.31.2024

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approve the above referenced appointments and expiration dates.

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**MOVED:  
SECONDED:  
CARRIED:**

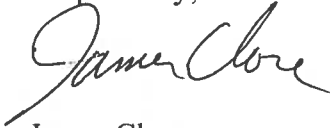
May 12, 2020

4900 Richardson Rd.  
Howell, MI 48843  
(517) 548-1892  
[jvcloren1@comcast.net](mailto:jvcloren1@comcast.net)

Livingston County  
Board of Commissioners  
304 Grand River Ave.  
Howell, MI 48843

I wish to thank the Board of Commissioners for giving me the opportunity and privilege of serving on the Livingston County Aeronautical Facilities Board. My term on the board expires this year, 2020. I will be very pleased to serve another term on approval of the Livingston County Board of Commissioners.

Respectfully,

A handwritten signature in cursive script that reads "James Clore". The signature is written in dark ink and is positioned above the printed name.

James Clore



# Community Mental Health Services of Livingston County

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November 24, 2020

**Carol Griffith– Chair**  
**Livingston County Board of Commissioners**  
304 E. Grand River  
Howell MI 48843

**RE: REQUEST FOR REAPPOINTMENT TO  
LIVINGSTON COUNTY  
COMMUNITY MENTAL HEALTH AUTHORITY BOARD**

Dear Commissioner Griffith:

This letter is to serve as written notification of our recommendation to re-appoint the following Livingston County Community Mental Health Authority Board Members upon the expiration of their present term of office, on 12/31/2020:

- 1.) Matt Ikle
- 2.) Mary Pizzimenti

Jan Plas informed our Board at the Full Board Meeting on 11/24/2020 that he will not be renewing his appointment when his term expires on 12/31/2020.

We will be sending information on his replacement in the near future.

Thank you for your consideration.

Sincerely,

**Constance Conklin**  
Executive Director of Livingston County Community Mental Health



# LIVINGSTON COUNTY ADMINISTRATION

LIVINGSTON COUNTY, MICHIGAN  
304 E. Grand River Avenue - Suite 202 - Howell MI 48843

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TEL: (517) 546-3669  
EMAIL: NBurd@livgov.com

NATHAN BURD  
COUNTY ADMINISTRATOR

**TO: PERSONNEL COMMITTEE  
LIVINGSTON COUNTY BOARD OF COMMISSIONERS**

**FROM: NATHAN BURD – COUNTY ADMINISTRATOR**

**DATE: DECEMBER 10, 2020**

**RE: VETERANS' SERVICE COMMITTEE APPOINTMENTS**

The terms for two of five Veterans' Service Committee members are set to expire on December 31, 2020. The Board of Commissioners provided notice of the upcoming term expirations on the County's web site and was also published in the Livingston County Press & Argus on November 15, 2020, as required by the County Department of Veterans Affairs Act 192 of 1953.

Letters of Interest were received by eight candidates. All eight candidates were interviewed by the County Administrator and Human Resources Director. The consensus of the Administrator and Human Resources Director is to recommend the current incumbents, Bruce Hundley and James Wallace, for reappointment.

Please feel free to contact me if you have any questions or need any additional information on this topic.

RESOLUTION

NO: 2020-12-310

LIVINGSTON COUNTY

DATE: December 23, 2020

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**Resolution Authorizing the 2021 State Grant Agreement, Grant Administrator, County Representative and Surveyor Contracts for the Remonumentation and State Plane Coordinate Determination of the Public Land Survey Corners in Livingston County – Register of Deeds**

**WHEREAS,** under Public Act 345 of 1990 and the approved Livingston County Survey Plan, the need has been determined for the Monumentation or Remonumentation of all the public land survey corners in Livingston County; and

**WHEREAS,** funding for the Monumentation or Remonumentation of all the public land survey corners in Livingston County has been provided by Public Act 346 of 1990 through a Grant Agreement with the State of Michigan in the amount of \$52,883; and

**WHEREAS,** the State Survey and Remonumentation Commission requires that a Grant Administrator is appointed. The recommendation is to appoint Brandon Denby as Grant Administrator. The program budget includes an annual payment of \$7,500 and funds for associated fringes; and

**WHEREAS,** the State Survey and Remonumentation Commission requires that a County Representative is appointed. The recommendation is to appoint Jack Smith for these services; and

**WHEREAS,** surveyor services are needed to carry out the activities of remonumentaion and coordinate determination of corners. The grant budget includes \$43,000 to be shared among several surveyors; and

**WHEREAS,** the Livingston County Survey Plan established a Remonumentation Peer Group that shall not exceed 11 members. The Peer Group convenes during the period of February through October as necessary. A per diem in the amount of \$50 per meeting is being requested. The list below indicates the individuals that are being recommended to fulfill the duties of the Remonumentation Peer Group; and

Bill Strebbling

Mariusz Lukowicz

Chris Fergus

Brad Thompson

Allan Pruss

Walton Newton, Alternate

Jennifer Defenderfer, Alternate

Jack Smith, County Representative

**WHEREAS,** The cost of the 2021 monumentation or Remonumentation activities exceeds the State grant amount of \$52,883 and the use of fund balance in an amount not to exceed \$19,131 is needed to complete these activities, for a total program cost of \$72,014.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners authorizes entering into a Grant Agreement with the State of Michigan in the amount of \$52,883.

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners authorizes the use of Fund 245 Survey and Remonumentation fund balance in an amount not to exceed \$19,131, for a total program cost not to exceed \$72,014.

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**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners appoints Brandon Denby as Grant Administrator and authorizes an annual payment amount of \$7,500.

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners appoints Jack Smith as County Representative for the Livingston County Survey and Remonumentation Plan and authorizes a contract commencing January 1, 2021 and terminating December 31, 2021 in the amount of \$16,000.

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners authorizes entering into four (4) surveyor contracts with Desine Inc., Monument Engineering, Livingston Engineering, and Boss Engineering commencing January 1, 2020 and terminating December 31, 2020 in an amount not to exceed \$43,000 shared among the four (4) contracts.

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners appoints the above mentioned individuals to the Remonumentation Peer Group.

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Commissioners and the Grant Administrator are hereby authorized to sign all forms, assurances, supporting documents, and contracts/agreements related to the grant application, and subsequent award or future amendments upon review and approval of Civil Counsel.

**BE IT FURTHER RESOLVED** that the Board of Commissioners authorizes any budget amendment to effectuate the above.

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MOVED:  
SECONDED:  
CARRIED:

GRANT NO. **BCC 21-47**

GRANT BETWEEN  
THE STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
AND  
**LIVINGSTON COUNTY**

GRANTEE/ADDRESS:

Brandon Denby  
County of Livingston  
200 East Grand River Avenue, Suite 3  
Howell, MI 48843  
(517) 546-0270  
(517) 546-5966

STATE GRANT ADMINISTRATOR/ADDRESS:

Michael C. Barger, P.S., Director  
Office of Land Survey and Remonumentation  
Department of Licensing and Regulatory Affairs  
P.O. Box 30254  
Lansing, MI 48909  
Phone: (517) 241-6321  
Email: bargerm@michigan.gov

GRANT PERIOD:

From: **01-01-2021** To: **12-31-2021**

TOTAL AUTHORIZED BUDGET: **\$52,883.00**

SIGMA Vendor ID: CV0048182  
SIGMA Payment Address Code: 003

ACCOUNTING TEMPLATE: 6415137T002



## **GRANT**

This is Grant No. **BCC 21-47** between the Department of Licensing and Regulatory Affairs (Grantor), and **Livingston County** (Grantee), is entered into pursuant to the State Survey and Remonumentation Act, 1990 PA 345 (SSRA) and is subject to the terms and conditions of this Agreement (Agreement).

### **1.0 Statement of Purpose**

This Grant is offered annually to the Grantee in accordance with the requirements of the SSRA. The SSRA establishes the State Survey and Remonumentation Fund which supports a program for the monumentation and remonumentation and perpetual monument maintenance of original public land survey corners, protracted public land survey corners and property controlling corners throughout the State.

This Grant is offered to the Grantee to carry out its annual work program as set forth and approved by the Grantor in the Grantee's Survey and Remonumentation Grant Application, made part of this Agreement as "Attachment A."

In accordance with the terms and conditions of this Grant, the Grantor will reimburse the eligible expenses incurred by the Grantee to carry out the annual work program as set forth and approved by the Grantor in "Attachment A."

### **1.1 Statement of Work**

The Grantee agrees to undertake, perform, and complete the project described in the Grantee's Proposal, Attachment A, file a Land Corner Recordation Certificate (LCRC) pursuant to the Corner Recordation Act, 1970 PA 74 (CRA) with the addition of a geodetic coordinate value, the peer group date, and county representative's signature on said LCRC for each corner identified in Attachment A under the requirements of the SSRA.

The Grantee must submit a Completion Report as specified in this Agreement, may submit a Work Progress Report as specified in this Agreement and provide any other reports or forms requested by the Grantor.

### **1.2 Detailed Budget**

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment B, without the prior written consent of the Grant Administrator.
- C. Attachment A includes the Budget. The Grantee agrees that all funds shown in Attachment A are to be spent as detailed in Attachment A.

- D. Changes in the Budget of less than 5 percent of the total line item amount do not require prior written approval, but Grantee must provide notice to the Grant Administrator.
- E. Changes in the Budget equal to or greater than 5 percent of the total line item amount will be allowed only upon prior review and written approval by the State Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.

### 1.3 Payment Schedule

- A. The maximum amount of grant assistance offered is **\$52,883.00**. An initial payment of **\$21,153.20** (40 percent of the State Grant Amount) shall be made to the Grantee upon submittal of the previous Grant Year Completion Report and all required documentation to the State Grant Administrator.
- B. Progress payments up to a total of 85 percent of the Total Authorized Budget may be made upon submission of a Grantee request indicating the grant funds received, project expenditures incurred, and objectives completed to date, as well as backup documentation for all expenditures. Backup documentation must include a printout of the 245 grant account, invoice copies, and a payroll printout for any county costs supported with the grant, and be maintained for audit purposes in order to comply with this Agreement.
- C. Payment of the final 15 percent of the grant amount shall be made after completion of the project and after the State Grant Administrator has received and approved the Completion Report and supporting documentation as specified in this Agreement.

1984 PA 279 states that the State shall take all steps necessary to assure that payment for goods or services is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

### 1.4 Program Performance - Monitoring, Reporting and Documentation

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished and provide a status report to the State Grant Administrator upon request.
- B. Reporting (**see 1.4.C. for documentation requirements**):
  - 1. The Grantee **may submit** to the State Grant Administrator a Progress Report as soon as July 1 of the grant year but no later than September 30 of the grant year with backup documentation for work completed and expenditures incurred during the reporting period
  - 2. The Grantee **must submit** to the State Grant Administrator a Completion Report no later than February 1 following the close of the grant year accompanied by all documentation for work completed and expenditures incurred during the reporting period.

C. Documentation. Backup documentation must include the following, as applicable:

1. A written narrative of the total work accomplished during the grant year, including an explanation for any additional work completed that was not specified in the approved "Attachment A," any work not completed that was specified in the approved "Attachment A," and any changes in an approved line item of the budget approved in "Attachment A" (submit for **Completion Report only**).
2. A narrative of any coordinated efforts with other organizations to complete the project (submit for **Completion Report only**).
3. Invoices:
  - a. An invoice from all Peer Review Group members, each surveyor or any other service provider for all services provided to the Grantee under this Agreement, and other supplies and purchases, as outlined in the approved "Attachment A" (submit for **Progress Report and Completion Report**).
  - b. A detailed breakdown and backup documentation for any county costs charged to the program as outlined in the approved "Attachment A" (submit for **Progress Report and Completion Report**).
4. General Ledger: The County Treasurer's print-out of the State Survey and Remonumentation grant account or equivalent ledger providing a detailed history of each transaction occurring within the account, including all payroll, indirect and/or overhead expenses. If not itemized in the ledger, a salary and fringe benefits breakdown must also be submitted for all administrative staff (submit for **Progress Report and Completion Report**).
5. A recorded LCRC prepared in compliance with the CRA and SSRA for each corner shall be submitted through the Accela Citizen Access (ACA) portal. The LCRC shall include geodetic coordinate values for each corner recorded, signed by the county representative and reflect the date of the peer review group meeting at which the corner was reviewed. The county representative will notify the State Grant Administrator when all the contract corners are entered through ACA for the grant year.

## **PART II - GENERAL PROVISIONS**

### **2.1 Project Changes**

Grantee must obtain prior written approval for project changes from the Grant Administrator. See **Section 1.2. Detailed Budget**.

## **2.2 Delegation**

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

## **2.3 Project Income**

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

## **2.4 Share-in-savings**

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

## **2.5 Order of Spending**

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

## **2.6 Purchase of Equipment**

The purchase of equipment not specifically listed in the Budget, "Attachment A," must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. In its request for approval of the State Grant Administrator, Grantee must include the following: (1) a definition of the specific equipment Grantee wishes to purchase; (2) an explanation for why the equipment is necessary to complete the Statement of Work; (3) an explanation of why Grantee could not complete the Statement of Work by renting comparable equipment rather than purchasing it; (4) the anticipated life of the equipment; (5) the amount of anticipated maintenance fees required to maintain the equipment and the length of time those fees will need to be paid; (6) whether Grantee intends to pay maintenance fees using current and/or future grant awards; (7) explanation of any housing requirements for the equipment; (8) whether Grantee intends to rent out to a third party; (9) and the agreement by Grantee that, if it rents or sells the equipment, Grantee will remit any and all rental or sale proceeds to the State.

## **2.7 Accounting**

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

## **2.8 Records Maintenance, Inspection, Examination, and Audit**

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

## **2.9 Competitive Bidding**

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

The Grantee agrees that all procurement of Professional Services will be conducted using Quality Based Selection (QBS). The Grantee may use QBS scores to assign work based on complexity.

### **3.0 Liability**

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

### **3.1 Reserved**

### **3.2 Safety**

The Grantee, and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

### **3.3 General Indemnification**

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs, including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

### **3.4 Termination**

#### **A. Termination for Cause**

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any

amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

**B. Termination for Convenience**

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

**3.5 Conflicts and Ethics**

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

**3.6 Non-Discrimination**

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

**3.7 Unfair Labor Practices**

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

**3.8 Force Majeure**

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

### **3.9 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

### **4.0 Website Incorporation**

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

### **4.1 Certification Regarding Debarment**

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

### **4.2 Illegal Influence**

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

#### **4.3 Governing Law**

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

#### **4.4 Compliance with Laws**

Grantee must comply with all federal, state and local laws, rules and regulations.

Grantee is required to possess in order to perform under this Grant.

#### **4.5 Disclosure of Litigation, or Other Proceeding**

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

#### **4.6 Assignment**

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

#### **4.7 Entire Grant and Modification**

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

#### **4.8 Grantee Relationship**

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

#### **4.9 Dispute Resolution**

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

#### **5.0 Severability**

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

#### **5.1 Waiver**

Failure to enforce any provision of this Grant will not constitute a waiver.

## 5.2 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

E-SIGNED by LeAnn Droste  
on 2020-11-04 19:31:01 EST

\_\_\_\_\_  
LeAnn Droste, Director  
Bureau of Finance and Administrative Services  
Department of Licensing and Regulatory Affairs  
State of Michigan

2020-11-04 19:31:01 UTC

\_\_\_\_\_  
Date

E-SIGNED by Brandon Denby  
on 2020-11-05 10:48:09 EST

\_\_\_\_\_  
Brandon Denby  
County Grant Administrator  
County of Livingston

2020-11-05 10:48:09 UTC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Townsend  
Attorney  
Cohl, Stoker & Toskey, P.C.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carol Griffith  
Chairperson  
Livingston County Board of Commissioners

\_\_\_\_\_  
Date

GRANT NO. **BCC 21-47**

# SURVEY & REMONUMENTATION APPLICATION / PROGRESS / COMPLETION REPORT

Michigan Department of Licensing & Regulatory Affairs  
 Bureau of Construction Codes  
 Office of Land Survey & Remonumentation  
 PO Box 30254, Lansing, MI 48909  
 1<sup>st</sup> Floor Ottawa Building  
 611 West Ottawa Street, Lansing, MI 48933  
 Phone 517-241-6321  
 E-Mail: [bccolstr@michigan.gov](mailto:bccolstr@michigan.gov)  
[www.Michigan.gov/bcc](http://www.Michigan.gov/bcc)

Grantee/County:

*--Section below for OLSR staff use only--*

Grant #  
 VCUST#  
 Address Code  
 GG #  
 Template:

Grant Year: 2021

<u>52,883</u>	<b>State Grant Award</b>		
<b>Grant Application Payment Request</b>		<b>Grant Application Proposed Corners</b>	
<u>21,153.20</u>	Start-Up Payment (40% of Grant Award)	<u>26</u>	Corners anticipated to be paid with funds
<u>31,729.80</u>	Balance after Start-Up Payment	<b>Corners Completed</b>	
<b>Progress Report Payment Request</b>			Corners completed & paid with grant funds
	Amount Requested (up to 85% of Grant)		Corners completed & paid by others
	Grant Balance after Progress Report		Corners revisited & paid with grant funds
<b>Completion Report Payment Request</b>			Corners revisited & paid by others
	Amount Requested (up to 100% of Grant)		Common corners entered into Accela twice
	Grant Balance after Completion Report		Number of records entered into Accela
			Corners revisited without record

I certify to the best of my knowledge and belief that this report is correct and complete, and all expenditures are for the purposes set forth in and comply with the annual grant agreement.

Is this county on an approved Maintenance Plan during this contract? ☒ Yes ☐ No

  
 \_\_\_\_\_  
 County Grant Administrator

12-7-2020  
 \_\_\_\_\_  
 Date

*--Section below for OLSR staff use only--*

Payment Authorized: \$ \_\_\_\_\_ Records completed by County in current Grant Year: \_\_\_\_\_  
 Grant Balance: \$ \_\_\_\_\_ Records remaining to be completed in County Plan: \_\_\_\_\_

\_\_\_\_\_  
 Michael C. Barger, PS  
 Director, Office of Land Survey & Remonumentation

\_\_\_\_\_  
 Date



Administrator	
Name: <b>BRANDON DENBY</b>	Phone: <b>517.540.8823</b>
Email Address: <b>B.DENBY@LIVGov.com</b>	
Physical Address: <b>200 E GRAND RIVER</b>	
City, State, Zip: <b>Howell MI 48843</b>	
Representative	
Name: <b>Jack Smith</b>	Phone: <b>517.546.3340</b>
Email Address: <b>GarlockSmith@Comcast.net</b>	
Physical Address: <b>516 E GRAND RIVER</b>	
City, State, Zip: <b>Howell MI 48843</b>	
Address for Payments	
Name: <b>LIVINGSTON County Treasurer</b>	Phone: <b>517 546 7010</b>
Physical Address: <b>200 E GRAND RIVER</b>	
City, State, Zip: <b>Howell MI 48843</b>	

The following section is divided into columns corresponding to the stages of the yearly Remonumentation Grant program, from left to right. Fill out the sections within the column of the current stage, while leaving the information from the previous stages in place. If the county does not submit a Progress Report, leave that column blank.

**Budget (Grant Application)** column refers to the estimated costs set forth by the County in the Grant Application.

**Progress Report** column will include any expenditures by the County up to that point. Expenditures must exceed the amount received by the county in the 40% Start-up Payment. Any amount in this column must have receipts or invoices listing completed corners attached for reimbursement.

**Completion Report** column will include all reimbursable expenditures by the County during the Grant Year. Any amount in this column must have receipts or invoices listing completed corners attached for reimbursement.

County must provide copies of all invoices, receipts, payment vouchers, etc. for any expenditures being submitted for reimbursement under the Remon Grant program. Invoices must be itemized (where applicable) and should not include costs outside of the Remonumentation program. A county requesting payment for a Cost Allocation Program or similar policy must have a complete copy of the Cost Allocation Plan on file with OLSR before payment is made.

County must provide a detailed, itemized budget report for all expenditures under the Remon program. Any payment amount that does not appear on the budget report cannot be considered for reimbursement under the Remon Grant program.

**Remonumentation Program  
County Expenditure Detail**

Work Program Expenditures by Line Item	Budget (Grant Application)	Progress Report Expenditures	Completion Report Expenditures
Item A Remonumentation Services	\$20,000		
Item B Monument Maintenance Services	\$23,000		
Item C Remonumentation Supplies & Materials			
Item D Geodetic Control Maintenance & Operations			
Item E Grant Administrator Fees/Wages			
Item F County Representative Fees/Wages	\$9,883		
Item G Additional Administrative Staff Fees/Wages			
Item H Peer Group			
Item I Administrative Supplies & Indirect Costs			
Totals	\$52,883		

**2021 Survey & Remonumentation**

	Program	Funding	
		Grant	County
Surveyors	\$ 43,000	\$ 43,000	\$ -
Grant Administrator	\$ 10,271	\$ -	\$ 10,271
County Representative	\$ 16,000	\$ 9,883	\$ 6,117
Meeting Per Diem	\$ 200	\$ -	\$ 200
Cost Allocation	\$ 2,543	\$ -	\$ 2,543
<b>Total Program Cost</b>	<b>\$ 72,014</b>	<b>\$ 52,883</b>	<b>\$ 19,131</b>
			\$ 72,014

**Fund Balance as of 12/10/2020**

2019 End of Year	\$ 180,845	
2020 Actual Revenue	\$ 64,801	
2020 Estimated Expenses	\$ 83,130	reflects Q4 budget reduction request
2020 End of Year	\$ 162,516	
2021 Estimated Revenue	\$ 52,883	
2021 Estimated Expenses	\$ 72,014	
2021 End of Year	\$ 143,385	