

Livingston County Board of Commissioners Meeting Agenda - Revised

March 24, 2025, 6:00 p.m.

Hybrid In-Person and Virtual Meeting

304 E. Grand River Ave., Board Chambers, Howell, Michigan Zoom Virtual Meeting ID: 399-700-0062 / Password: LCBOC

https://us02web.zoom.us/j/3997000062

"The mission of Livingston County is to be an effective and efficient steward in delivering 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."

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- 1. Call Meeting to Order
- 2. Moment of Prayer
- 3. Pledge of Allegiance to the Flag
- 4. Roll Call

Jay Drick - Chairman, Nick Fiani - Vice Chairman, Douglas Helzerman, Dave Domas, Frank Sample, Wes Nakagiri, Roger Deaton, Melvin Paunovich, Jay Gross

- 5. Approval of Agenda
- 6. Recognition

Elizabeth Hundley, Livingston County Clerk

- 7. Correspondence
- 8. Call to the Public

Act 388 of1976 offer: Act 267 of 1976

9. Approval of Minutes

a. Meeting Minutes dated: February 24, 2025

b. Meeting Minutes dated: March 10, 2025

c. Work Session Minutes dated: February 26, 2025

d. Closed Session Minutes dated: February 24, 2025

e. Closed Session Minutes dated: March 10, 2025

- 10. Tabled Items From Previous Meetings
- 11. Reports

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County Board of Commissioners and the Michigan Association of Fire Fighters Representing Paramedics – Board of Commissioners

13. Accounts Payable Reports

a. Claims dated: March 24, 2025

b. Payables dated: February 14 through February 27, 2025

14. Call to the Public

Act 388 of1976 offer; Act 267 of 1976

- 15. Commissioner Comments
- 16. Adjournment

Livingston County Board of Commissioners Meeting Minutes



February 24, 2025, 6:00 p.m. Hybrid In-Person and Virtual Meeting 304 E. Grand River Ave., Board Chambers, Howell, Michigan Zoom Virtual Meeting ID: 399-700-0062 / Password: LCBOC https://us02web.zoom.us/j/3997000062

Members Present: Jay Drick, Douglas Helzerman, Frank Sample, Wes Nakagiri, Roger Deaton,

Melvin Paunovich, Nick Fiani, Jay Gross

Member Absent: David Domas

1. Call Meeting to Order

The meeting was called to order by Chairman Jay Drick at 6:00 p.m.

2. Moment of Prayer

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.

5. Approval of Agenda

Motion to amend the agenda as follows:

- insert as item 12.j 2025-02-022 Resolution to Concur with the Livingston County Aeronautical Facilities Board to Enter into an Agreement with The Summit Company for the Construction of a Snow Removal Equipment (SRE) Building - Airport
- assign item 12.k as 2025-02-023 Resolution to Support Local Control and Claim of Appeal Against Michigan Public Service Commission Order – Board of Commissioners
- insert item 12.I 2025-02-024 Resolution to Amend the Livingston County Paid Sick Leave Workplace Policy and the Personnel Manual due to the Passage of the Revisions to the Michigan Earned Sick Time Act - Human Resources

It was moved by N. Fiani Seconded by R. Deaton

Yes (8): J. Drick, D. Helzerman, F. Sample, W. Nakagiri, R. Deaton, M. Paunovich, N. Fiani, and J. Gross; No (0): None; Absent (1): D. Domas

Motion Carried (8-0-1)

6. Certificates of Recognition

6.a Employee Recognition(s)

Elsie McPherson Brown, Sheriff's Office

Commissioner Nakagiri recognized Elsie McPherson Brown, Sheriff's Office

6.b Public Recognition(s)

 Anne Marie Yarber, American Legion Department of Michigan Oratorical Contest Winner

Commissioner Deaton and Commissioner Nakagiri recognized Anne Marie Yarber, American Legion Department of Michigan Oratorical Contest Winner.

7. Correspondence

None.

8. Call to the Public

Act 388 of 1976 offer; Act 267 of 1976

The following persons addressed the Board: Edwin Hanson-Meier, Hamburg; Tanya Hanson-Meier, Hamburg; Stacy Rutledge, Howell; Jeff Amayo, Howell; Stephanie Booth, Howell; Tonya DuFever, Fowlerville; Elaine C., Howell; Barbara Tonkovich, Genoa Township; Dan Wholihan, Handy Township; Larry Parsons, Hartland Township; Anne Gebauer, Iosco Township; Norris Hardemon, Putnam Township; Sharon Lollio, Howell Township; Colleen Quinn, Genoa Township; Wes Nakagiri, Hartland Township; Deb Drick, Howell; Janine Iyer, Genoa Township.

9. Approval of Minutes

9.a Meeting Minutes dated: January 27, 2025

9.b Meeting Minutes dated: February 10. 2025

Motion to approve the Minutes as presented.

It was moved by F. Sample Seconded by J. Gross

Yes (8): J. Drick, D. Helzerman, F. Sample, W. Nakagiri, R. Deaton, M. Paunovich, N. Fiani, and J. Gross; No (0): None; Absent (1): D. Domas

Motion Carried (8-0-1)

10. Tabled Items From Previous Meetings

None.

11. Reports

Commissioner Gross and Commissioner Nakagiri provided reports to the Board.

12. Resolutions for Consideration

12.a 2025-02-013

Resolution Approving an Appointment to the Livingston County Retirement Plan Advisory Committee – Board of Commissioners

Motion to adopt the Resolution.

It was moved by N. Fiani Seconded by R. Deaton

Yes (8): J. Drick, D. Helzerman, F. Sample, W. Nakagiri, R. Deaton, M. Paunovich, N. Fiani, and J. Gross; No (0): None; Absent (1): D. Domas

Motion Carried (8-0-1)

12.b 2025-02-014 (Roll Call Vote)

Resolution Authorizing Entering into a Contract for Investment Advisory Services to the Retirement Plan Advisory Committee – Fiscal Services/Human Resources

Motion to adopt the Resolution.

It was moved by N. Fiani Seconded by F. Sample

Roll Call Vote: Yes (8): N. Fiani, J. Drick, D. Helzerman, F. Sample, W. Nakagiri, R. Deaton, M. Paunovich, and J. Gross; No (0): None; Absent (1): D. Domas

Motion Carried (8-0-1)

12.c 2025-02-015 (Roll Call Vote)

Resolution to Accept a Grant from the Michigan Mosquito Control Association to Support Livingston County Health Department's Vector Surveillance Program – Health Department

Motion to adopt the Resolution.

It was moved by J. Gross Seconded by D. Helzerman

Discussion.

Roll Call Vote: Yes (8): J. Gross, N. Fiani, J. Drick, D. Helzerman, F. Sample, W. Nakagiri, R. Deaton, and M. Paunovich; No (0): None; Absent (1): D. Domas

Motion Carried (8-0-1)

12.d 2025-02-016 (Roll Call Vote)

Resolution to Reorganize the Animal Shelter Veterinarian Position – Animal Shelter

Motion to adopt the Resolution.

It was moved by D. Helzerman Seconded by R. Deaton

Discussion.

Roll Call Vote: Yes (8): D. Helzerman, J. Gross, N. Fiani, J. Drick, F. Sample, W. Nakagiri, R. Deaton, and M. Paunovich; No (0): None; Absent (1): D. Domas

Motion Carried (8-0-1)

12.e 2025-02-017 (Roll Call Vote)

Resolution Authorizing Capital Expenditure for the Purchase of Two Replacement Vans and One Replacement Bus – LETS

Motion to adopt the Resolution.

It was moved by R. Deaton Seconded by J. Gross

Discussion.

Roll Call Vote: Yes (8): R. Deaton, N. Fiani, J. Drick, D. Helzerman, F. Sample, W. Nakagiri, M. Paunovich, and J. Gross; No (0): None; Absent (1): D. Domas

Motion Carried (8-0-1)

12.f 2025-02-018 (Roll Call Vote)

Resolution Authorizing a Replacement Vehicle Lease for the Sheriff Field Services Division – Car Pool

Motion to adopt the Resolution.

It was moved by F. Sample Seconded by R. Deaton

Roll Call Vote: Yes (8): F. Sample, N. Fiani, J. Drick, D. Helzerman, W. Nakagiri, R. Deaton, M. Paunovich, and J. Gross; No (0): None; Absent (1): D. Domas

Motion Carried (8-0-1)

12.g 2025-02-019 (Roll Call Vote)

Resolution Authorizing an Increase in Total Authorized Vehicles for the Sheriff Field Services Division - Car Pool

Motion to adopt the Resolution.

It was moved by R. Deaton Seconded by F. Sample

Discussion.

Motion to Amend to add another THEREFORE, BE IT RESOLVED that this vehicle is authorized as a pool vehicle and once its useful services life has ended it will be disposed of and be removed from the Sheriff fleet count.

It was moved by W. Nakagiri Seconded by D. Helzerman

Yes (8): J. Drick, D. Helzerman, F. Sample, W. Nakagiri, R. Deaton, M. Paunovich, N. Fiani, and J. Gross; No (0): None; Absent (1): D. Domas

Motion Carried (8-0-1)

Discussion.

Motion to Amend to remove the last **BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners authorizes any budget amendments necessary to effectuate the above.

It was moved by W. Nakagiri Seconded by F. Sample

Discussion.

Yes (8): J. Drick, D. Helzerman, F. Sample, W. Nakagiri, R. Deaton, M. Paunovich, N. Fiani, and J. Gross: No (0): None; Absent (1): D. Domas

Motion Carried (8-0-1)

Motion to adopt amended Resolution.

It was moved by R. Deaton Seconded by F. Sample

Roll Call Vote: Yes (8): R. Deaton, J. Drick, D. Helzerman, F. Sample, W. Nakagiri, M. Paunovich, N. Fiani, and J. Gross

Motion Carried (8-0-1)

12.h 2025-02-020

Resolution to Authorize the Livingston County Airport to Apply for Grant Funds from the Michigan Department of Transportation and Federal Aviation Administration for the Construction of the Snow Removal Equipment (SRE) Building – Airport

Motion to adopt the Resolution.

It was moved by R. Deaton Seconded by D. Helzerman

Discussion.

Yes (8): R. Deaton, N. Fiani, J. Drick, D. Helzerman, F. Sample, W. Nakagiri, M. Paunovich, and J. Gross; No (0): None; Absent (1): D. Domas

Motion Carried (8-0-1)

12.i 2025-02-021 (Roll Call Vote)

Resolution Authorizing an Advance from the Delinquent Tax Revolving Funds to the Airport Capital Improvement Fund for the Purpose of Paying Construction Costs for the Snow Removal Equipment Building – Treasurer / Airport

Motion to adopt the Resolution.

It was moved by D. Helzerman Seconded by J. Gross

Discussion.

Recessed at 7:40 p.m.

Reconvened at 7:51 p.m.

Motion to substitute the Resolution.

It was moved by D. Helzerman Seconded by J. Gross

Discussion.

Yes (8): J. Drick, D. Helzerman, F. Sample, W. Nakagiri, R. Deaton, M. Paunovich, N. Fiani, and J. Gross; No (0): None; Absent (1): D. Domas

Motion Carried (8-0-1)

Discussion.

Motion to approve the substituted Resolution.

It was moved by D. Helzerman Seconded by J. Gross

Roll Call Vote: Yes (6): D. Helzerman, R. Deaton, N. Fiani, F. Sample, M. Paunovich, and J. Gross; No (2): J. Drick, and W. Nakagiri; Absent (1): D. Domas

Motion Carried (6-2-1)

12.j 2025-02-022

Resolution to Concur with the Livingston County Aeronautical Facilities Board to Enter Into an Agreement with The Summit Company for the Construction of a Snow Removal Equipment (SRE) Building - Airport

Motion to adopt the Resolution.

It was moved by F. Sample Seconded by J. Gross

Roll Call Vote: Yes (6): F. Sample, D. Helzerman, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (2): J. Drick, and W. Nakagiri; Absent (1): D. Domas

Motion Carried (6-2-1)

12.k 2025-02-023

Resolution to Support Local Control and Claim of Appeal Against Michigan Public Service Commission Order – Board of Commissioners

It was moved by F. Sample Seconded by D. Helzerman

Discussion.

Yes (8): J. Drick, D. Helzerman, F. Sample, W. Nakagiri, R. Deaton, M. Paunovich, N. Fiani, and J. Gross; No (0): None; Absent (1): D. Domas

Motion Carried (8-0-1)

12.I 2025-02-024

Resolution to Amend the Livingston County Paid Sick Leave Workplace Policy and the Personnel Manual due to the Passage of the Revisions to the Michigan Earned Sick Time Act – Human Resources

Motion to adopt the Resolution.

It was moved by F. Sample Seconded by N. Fiani

Yes (8): J. Drick, D. Helzerman, F. Sample, W. Nakagiri, R. Deaton, M. Paunovich, N. Fiani, and J. Gross; No (0): None; Absent (1): D. Domas

Motion Carried (8-0-1)

13. Accounts Payable Reports

13.a Claims dated: February 24, 2025

13.b Payables dated: January 31 through February 13, 2025

Motion to approve the Claims Report and Payables Report as presented.

It was moved by: J. Gross Seconded by: D. Helzerman

Yes (8): J. Drick, D. Helzerman, F. Sample, W. Nakagiri, R. Deaton, M. Paunovich, N. Fiani, and J. Gross; No (0): None; Absent (1): D. Domas

Motion Carried (8-0-1)

14. Call to the Public

Act 388 of 1976 offer; Act 267 of 1976

The following persons addressed the Board: Dan Wholihan, Handy Township; Cindy Michniewicz, Hamburg Township; Rob Stanford, Planning Commission.

15. Commissioner Comments

Commissioner Nakagiri addressed the Board.

16. Closed Session

Discuss Written Legal Opinion [MCL 15.268(h)]

Motion to convene a Closed Session at 8:27 p.m. to discuss a written legal opinion [MCL 15.268(h)]

It was moved by N. Fiani Seconded by D. Helzerman

Roll Call Vote: Yes (8): N. Fiani, J. Drick, D. Helzerman, F. Sample, W. Nakagiri, R. Deaton, M. Paunovich, and J. Gross; No (0): None; Absent (1): D. Domas

Motion Carried (8-0-1)

Motion to return to Open Session at 9:31 p.m.

It was moved by D. Helzerman Seconded by R. Deaton

Yes (8): J. Drick, D. Helzerman, F. Sample, W. Nakagiri, R. Deaton, M. Paunovich, N. Fiani, and J. Gross; No (0): None; Absent (1): D. Domas

Motion Carried (8-0-1)

Motion to authorize the payment of back wages pursuant to the requirements MCL 45.421(1) as calculated by County Administration consistent with the recommendation of legal counsel and authorize the County Administrator to sign the Settlement and Release of Claims on behalf of the County once received.

It was moved by W. Nakagiri Seconded by D. Helzerman

Discussion.

Roll Call Vote: Yes (6): W. Nakagiri, J. Drick, D. Helzerman, R. Deaton, M. Paunovich, and J. Gross; No (2): F. Sample and N. Fiani; Absent (1): D. Domas

Motion Carried (6-2-1)

17. Adjournment

Motion to adjourn the meeting at 9:35 p.m.

It was moved by D. Helzerman Seconded by R. Deaton

Yes (8): J. Drick, D. Helzerman, F. Sample, W. Nakagiri, R. Deaton, M. Paunovich, N. Fiani, and J. Gross; No (0): None; Absent (1): D. Domas

Motion Carried (8-0-1)

Kristi Cox, Chief Deputy County Clerk

Livingston County Board of Commissioners

Meeting Minutes



March 10, 2025

6:30 p.m. or immediately following the Finance & Asset Management Committee meeting, if later.

Hybrid In-Person and Virtual Meeting

304 E. Grand River Ave., Board Chambers, Howell, Michigan Zoom Virtual Meeting ID: 399-700-0062 / Password: LCBOC

https://us02web.zoom.us/j/3997000062

Members Present: Jay Drick, Douglas Helzerman, David Domas, Frank Sample, Wes Nakagiri,

Nick Fiani, Melvin Paunovich, Jay Gross

Member Absent: Roger Deaton

1. Call Meeting to Order

The meeting was called to order by Commissioner Jay Drick at 7:54 p.m.

2. Roll Call

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

3. Approval of Agenda

Motion to amend the agenda as follows:

 Add Resolution No. 2025-03-025 Resolution Authorizing the Renovation of the Health Department Clinic and Office Space – Health Department

It was moved by N. Fiani Seconded by F. Sample

Discussion.

Yes (8): J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (1): R. Deaton

Motion Carried (8-0-1)

4. Call to the Public

Act 388 of 1976 offer; Act 267 of 1976

None.

5. Resolution for Consideration

5.a 2025-03-025

Resolution Authorizing the Renovation of the Health Department Clinic and Office Space – Health Department

Motion to adopt the Resolution.

It was moved by N. Fiani Seconded by D. Domas

Yes (6): D. Helzerman, D. Domas, F. Sample, W. Nakagiri, N. Fiani, and J. Gross; No (2): J. Drick and M. Paunovich; Absent (1): R. Deaton

Motion Carried (6-2-1)

6. Accounts Payable Reports

- 6.a Claims dated: March 10, 2025
- 6.b Payables dated: February 14 through February 27, 2025

Motion to approve the Claims Report and Payables Report as presented.

It was moved by: J. Gross Seconded by: D. Helzerman

Yes (8): J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (1): R. Deaton

Motion Carried (8-0-1)

7. Call to the Public

Act 388 of 1976 offer; Act 267 of 1976

None.

8. Commissioner Comments

None.

9. Closed Session

Discuss Written Legal Opinion [MCL 15.268(h)]

Motion to convene a Closed Session at 8:01 p.m. to discuss a written legal opinion [MCL 15.268(h)].

It was moved by D. Domas Seconded by N. Fiani

Roll Call Vote: Yes (8): D. Domas, J. Drick, D. Helzerman, F. Sample, W. Nakagiri, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (1): R. Deaton

Motion Carried (8-0-1)

Motion to return to Open Session at 8:16 p.m.

It was moved by D. Domas Seconded by N. Fiani

Yes (8): J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (1): R. Deaton

Motion Carried (8-0-1)

Motion to authorize the payment of back wages pursuant to the requirements of MCL 45.421(1) as calculated by County Administration consistent with the recommendation of legal counsel and authorize the County Administrator to process the payments.

It was moved by W. Nakagiri Seconded by D. Helzerman

Roll Call Vote: Yes (6): W. Nakagiri, J. Drick, D. Helzerman, D. Domas, M. Paunovich, and J. Gross; No (2): F. Sample and N. Fiani; Absent (1): R. Deaton

Motion Carried (6-2-1)

10. Adjournment

Motion to adjourn the meeting at 8:18 p.m.

It was moved by J. Gross Seconded by D. Helzerman

Yes (8): J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (1): R. Deaton

Motion Carried (8-0-1)

Terri Estepp, Office Manager/Deputy Clerk

Livingston County Board of Commissioners

Work Session Minutes

Constanted in 18 36

February 26, 2025, 9:00 a.m. John E. LaBelle Public Safety Complex 1911 Tooley Road, Howell, MI

Members Present: Jay Drick, Douglas Helzerman, David Domas, Wes Nakagiri, Nick Fiani,

Melvin Paunovich, Jay Gross

Members Absent Roger Deaton and Frank Sample

1. Call Work Session to Order

The Chairman of the Board of Commissioners called the Work Session to order at 9:00 a.m.

2. Roll Call

Roll call by the secretary indicated the presence of a quorum, Commissioner Sample and Commissioner Deaton participated in the discussion virtually.

3. Call to the Public: Act 388 of 1976 offer; Act 267 of 1976

Commissioner Doug Helzerman, Handy Township

4. Approval of Agenda

Motion to approve the Agenda as presented.

It was moved by J. Gross Seconded by D. Helzerman

Yes (7): J. Drick, D. Helzerman, D. Domas, W. Nakagiri, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (2): F. Sample, and R. Deaton

Motion Carried (7-0-2)

5. Strategic Plan Review

Nathan Burd reviewed notes from the last work session.

Commissioner Domas entered at 9:12 a.m.

Brainstorming session for Commissioners for priorities and action items that commissioners would like incorporated into the Strategic Plan

6. Discussion

Discussed how to organize the priorities of commissioners.

Chairman J. Drick recessed the Work Session at 11:45 a.m. and reconvened at 11:50 a.m.

Action items will be reviewed at the next work session.

7. Call to the Public: Act 388 of 1976 offer: Act 267 of 1976

None.

8. Adjournment

Motion to adjourn the meeting at 12:06 p.m.

It was moved by D. Helzerman Seconded by M. Paunovich

Yes (7): J. Drick, D. Helzerman, D. Domas, W. Nakagiri, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (2): F. Sample, and R. Deaton

Motion Carried (7-0-2)

Natalie Hunt, Recording Secretary

LIVINGSTON COUNTY DATE: March 24, 2025

Resolution Appointing the Equalization Department Director – Board of Commissioners

WHEREAS, Sue Bostwick has notified Livingston County of her resignation as Equalization Department Director after 26 years of dedicated service; and

WHEREAS, per Board policy, the position was advertised for 30 days and two candidates were identified as having the necessary qualifications to be considered; and

WHEREAS, the Personnel Committee interviewed both candidates on March 18, 2025; and

WHEREAS, based on education, experience, and a proven track record of accomplishment within the department, Livingston County Deputy Equalization Director Brendan Scheitz is recommended for the position of Equalization Department Director; and

WHEREAS, this position was budgeted for and is an authorized position in the 2025 operating budget.

THEREFORE, BE IT RESOLVED that Livingston County Board of Commissioners hereby accept the recommendation of the Personnel Committee to appoint **Brendan Scheitz** as the Livingston County **Equalization Department Director**, with an expected start date of May 1, 2025.

#

LIVINGSTON COUNTY DATE: March 24, 2025

Resolution Approving an Appointment to the Livingston County Tax Allocation Board – Board of Commissioners

WHEREAS, it is necessary to appoint the General Public Seat on the Tax Allocation Board whose appointment is in effect during the term of the 2025 Tax Allocation Board; and

WHEREAS, a notice published on the home page of the Livingston County website, directed qualified and interested candidates to apply for this appointment online, beginning January 28, 2025 through February 7, 2025; and

WHEREAS, the Chairman of the Board of Commissioners recommends Chuck Wright_for appointment to the Livingston County Tax Allocation Board for the 2025 term.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby approve the appointment of Chuck Wright as the 2025 General Public Member on the Livingston County Tax Allocation Board.

#

LIVINGSTON COUNTY DATE: March 24, 2025

Resolution Approving an Appointment to the Livingston County Community Corrections Advisory Board – Board of Commissioners

WHEREAS, the term of a representative on the Livingston County Community Corrections Advisory Board (LCCCAB) has been vacated; and

WHEREAS, the LCCCAB shall consist of no less than fourteen (14) statutorily mandated members pursuant to Section 7 (1), Page 3, of Enrolled House Bill 4164, Public Act 51 1 (PA51 1); and

WHEREAS, the County Prosecutor position is vacant; and

WHEREAS, it is recommended that Prosecutor, Carolyn Henry, be appointed to the LCCCAB's vacant County Prosecutor position.

THEREFORE, BE IT RESOLVED the Livingston County Board of Commissioners hereby approves the appointment of Livingston County Prosecutor Carolyn Henry to the LCCCAB's vacant Prosecutor position for a term commencing on February 24, 2025 and expiring April 11, 2027.

#



COMMUNITY CORRECTIONS

Phone (517)540-7661

Fax (517)545-9637

February 10th, 2025

Natalie,

The position of Livingston County Prosecutor on the Livingston County Community Corrections Advisory Board (LCCCAB) has become vacant. It is recommended that Carolyn Henry fill the position of County Prosecutor.

Current Board membership is comprised of:

- Sheriff Michael Murphy (Chairperson)
- District Court Judge Honorable Daniel B. Bain (Vice Chairperson)
- Chief of Police Chief David S. Russell (Unadilla Township)
- Circuit Court Judge Chief Judge Matthew McGivney
- Probate Court Judge Honorable Miriam A. Cavanaugh
- County Commissioner Dave Domas
- Livingston County CMH Executive Director Connie Conklin
- County Prosecutor Vacant
- Criminal Defense Karen Groenhout
- Business Community Curtis Griffin
- Probation Supervisor Michael Boyden
- Workforce Development Dawn Awrey (Michigan Works!)
- Communications Media Ken Rogulski
- Member of Local Clergy Carrie Skiles

If you have any questions, please contact me directly.

Sincerely,

Sará A. Applegate

Specialty Courts and Programs Administrator

LIVINGSTON COUNTY

Resolution Accepting 2025 National Crime Victim's Rights Week Grant – Prosecutor's Office

WHEREAS, National Crime Victim's Rights Week is April 6th – 12th, 2025 to bring community awareness to Livingston County residents for victims of crime; and

DATE:

March 24, 2025

WHEREAS, the Livingston County Prosecutor's Office applied for, and was awarded, a National Crime Victim's Rights Week grant in the amount of \$4,940; and

WHEREAS, there are no new positions requested to carry out the duties of the grant; and

WHEREAS, there is no local match required or requested for this grant.

THEREFORE, BE IT RESOLVED, that the Livingston County Board of Commissioners authorizes entering into contract with the National Association of VOCA Assistance Administrators (NAVAA), in the amount of \$4,940 for the term of February 28, 2025 to June 27, 2025.

BE IT FURTHER RESOLVED that the Chair of the Livingston County Board of Commissioners, or the County Administrator if Policy Permits, is authorized to sign all forms, assurances, contracts, agreements, amendments and support documents related to this matter upon review by Civil Counsel.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes any budget amendments to effectuate the above.

Livingston County Grant Opportunity Form

Department Applying & Prosecutors Office - Victim Department Department Contact Info:			Today's Date:	02/19/2025	
Employee preparing application: Janice Ca	arpenter	Employee w manage p (if diff			
Phone Number: 540-7791		Phone Nu	mber:		
Name of Grant Applying for: National	Crime Victim	ns Rights Week	- Con	nmunity Awaren	ess Project Subgrant
Awarding Agency Name: National	Association	of VOCA (Victin	ns of	Crime Act) Assis	tance Administrators
Please check appropriate line:		r - 1 1 A i - 1	1	intin - Niversham	0.500
X Federal			ance L	isting Number: 1	16.582
State		Select one:			
Other		New Grant:	X	Recurring Grant:	
Short Description of the scope of the g	rant:				First Year Received
Grant award will be used for National Crin to Livingston County. It is our hope to hav that have occurred in Livingston County, we speaking bravely will be honored by mem recognizing National Crime Victims Rights other promotional items will be purchased	e an award ce vith a 1-mile was bers of our ce week will be	eremony honoring valk being incorpo ommunity ie: polic e purchased, luncl	surviv rated v e, judg n will b	rors of some of our with those in attend ges, churches, and e provided at the o	r most heinous crimes dance. These victims in I the public. T-shirts ceremony, several
Start Date of Grant: 02/08/2	2025	End Date of	Grant	: 06	/27/2025
Full Amount applying for:		Mato	h Reg	uirements (if app	olicable):
Annual (Year 1 Total): \$ 4,940.00		Ca	sh Ma	ch Requirement:	
Multi-Year Total: (All years combined)		In-Ki	nd Ma	tch Requirement: -	
This grant is intended to fund the follo	wing (check	all that apply an	d not	e the amount):	
Personnel	\$				
Equipment	\$				
X Supplies	\$ 4,940.	.00			
Contractual Services	\$				
Capital Building/Equipment	\$				
Other (please note below)	\$, contraction of the second of			
Other (picase note below)					
Signature of Applicant Department He	ad:	dey DV	+		Date: 2-19-25
Fiscal Services Signatu	ıre:	Jan 1	V áa	\mathcal{D}	Date: 2/19/2025

LIVINGSTON COUNTY

DATE: March 24, 2025

Resolution to Adopt the Updated 2025-2029 Livingston County Emergency Operations Plan (EOP) – Emergency Management

WHEREAS, the goal of the Livingston County Emergency Operations Plan (EOP) is to coordinate emergency response efforts to save lives, reduce injuries and preserve property; and

WHEREAS, the Livingston County EOP has been developed in accordance with the requirement for local emergency planning established by Act 390 of 1976 and the Michigan State Police Emergency Management and Homeland Security Division; and

WHEREAS, the Livingston County EOP also meets the requirements for all state and federal guidelines for all-hazard emergency management concepts, plans and programs; and

WHEREAS, the Livingston County EOP sets forth general concepts, policies, tasks and guidelines for an all-hazards planning approach; and

WHEREAS, the Livingston County EOP plan has been reviewed and signed by the lead subject matter experts representing disciplines who have a function in emergency and disaster response within the EOP; and

WHEREAS, the EOP is required in order for the County to be eligible for funding or reimbursement of costs associated with the event of a declared disaster; and

WHEREAS, the Livingston County EOP contains language to uphold the constitutional rights of Livingston County citizens during an emergency or disaster on pages 7, 17, 26, 33, and 42; and

WHEREAS, the Livingston County EOP will be valid for four years after adoption by the Board of Commissioners but reviewed and updated as needed and required during that time period as it is considered a living document.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby adopts the updated, current Livingston County Emergency Operations Plan (EOP) to be utilized during a disaster or emergency to coordinate emergency response efforts to save lives, reduce injuries and preserve property.

#

LIVINGSTON COUNTY DATE: March 24, 2025

Resolution Authorizing the Extension of the Lease Agreement with American Tower Corporation (GTP Acquisition Partners II, LLC) for the tower located at 3254 S Latson, Howell – Central Dispatch

- **WHEREAS,** it was established by the Board of Commissioners in year 2000 that a reliable communications system is critical to the safety of Public Safety personnel and the communities of the County; and
- **WHEREAS,** the County entered into an agreement with Dukes Communications for a 25-year tower lease that is due to expire April 1, 2025; and
- **WHEREAS**, the importance of this tower site is still critical to the safety of Public Safety personnel and the health, safety, and welfare of the citizens of the County, it would serve us well to extend the lease agreement for a total of 20 years; and
- WHEREAS, the lease extension term is set for twenty (20) years with automatic renewals; and immediately following the expiration of the extension, there shall be three (3) additional periods of five (5) years; and
- **WHEREAS,** the County may terminate this License Agreement at any time and without penalty with a minimum of twelve (12) months prior written notice to American Tower.
- WHEREAS, the lease extension will begin on April 1, 2025, with the monthly fee of \$4,700.00; and
- **WHEREAS,** beginning April 1, 2026, an annual escalator of 4% will commence and remain in effect for the duration of the lease.
- **THEREFORE, BE IT RESOLVED** the Livingston County Board of Commissioners do hereby authorize a 20-year extension of the tower lease agreement with American Tower.
- **BE IT FURTHER RESOLVED** these lease payments will come from the 911 Dispatch Surcharge Funds.
- **BE IT FURTHER RESOLVED** the Chairman of the Board of Commissioners be authorized to sign all forms, assurances, supporting documents and contracts/agreements related to this project upon review by Civil Counsel as necessary.
- **BE IT FURTHER RESOLVED** the Board of Commissioners authorizes any budget amendments or line itemitem transfers needed to effectuate this project.

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Livingston County 911 Central Dispatch





300 S. Highlander Way Howell, Michigan 48843 Telephone 517.546.4620 Fax 517.546.5008





Kecia Williams Director

To: Livingston County Board of Commissioners

Fr: Kecia S. Williams, Director of 911

Date: January 27, 2025

Re: Resolution to Extend the Term of the Lease Agreement with American Tower

Corporation (GTP Acquisition Partners II, LLC) for the tower located at 3254 S. Latson,

Howell

Livingston County has been leasing tower space for 800MHz radio communications at 3254 S. Latson Rd since February 2000. This site is currently public safety's only voice communications site in Livingston County which connects us to the Michigan Public Safety Communications System (MPSCS).

The MPSC provides statewide public safety communications to responders in all 83 Michigan counties. Without this tower site, public safety's ability to communicate effectively with one another and other public safety agencies outside of Livingston County would be non-existent.

This one tower site has seven (7) antennas and began with a monthly cost of \$2,450.00 and twenty-five years later we are paying \$6,280.00 monthly. This new lease term extension will start on April 1, 2025, at a cost of \$4,700 monthly. April 1, 2026, will see an annual escalator of 4%. This new monthly cost will provide 911 Central Dispatch with a savings of \$14,220.00 in 2025.

The lease term extension is set for five (5) years followed by three (3) five (5) year renewal terms. At least one hundred eight (180) days prior to the end of that existing term, either party may make notification in writing of their intent to not renew the agreement.

The lease term extension will begin on April 1, 2025, with a new monthly fee of \$4,700.00 and beginning April 1, 2026, there will be an annual escalator of 4%.

I cannot stress how important it is to extend the lease agreement with American Tower, as there are no other options for public safety. The population of Livingston County is over 196,000 and still growing yet we have only one 800MHz tower for a sheriff department, seven (7) local police

agencies, a Countywide EMS system, Michigan State Police (MSP) and eight (8) fire departments.

Kecia S. Williams
Director of 911
Livingston County Central Dispatch
300 S Highlander Way
Howell, MI 48843
O) 517 540-7682
C) 517 294-6219
kwilliams@livgov.com

FIRST AMENDMENT TO TOWER ATTACHMENT LICENSE AGREEMENT

This First Amendment (the "First Amendment") to that certain Tower Attachment License Agreement dated March 9, 2000, by and between Duke Communication Services, Inc. and County of Livingston (the "Agreement") is made and entered into as of the latter signature date hereof, by and between GTP Acquisition Partners II, LLC, a Delaware limited liability company, as successor-in-interest to the Agreement (the "Licensor") and County of Livingston (the "Licensee") (collectively, the "Parties").

RECITALS

WHEREAS, Licensor owns a certain communications tower on a certain parcel of land located at 3254 South Latson, Howell, Michigan, 48843-8815 more commonly known to Licensor as the Howell MI tower site (the "Tower Facility"); and

WHEREAS, Licensor and Licensee entered into the Agreement for the use of a certain portion of the Tower Facility; and

WHEREAS, the Parties agree to extend the term of the Agreement, among other things, all on the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) Licensor and Licensee agree to extend the term of the Agreement commencing on April 1, 2025, (the "Extension Term Commencement Date") for a period of twenty (20) years (the "Extension Term").
- 2) Immediately following the expiration of the Extension Term, there shall be three (3) additional periods of five (5) years each (each a "Renewal Term"). The Agreement shall automatically renew for each successive Renewal Term unless either Party notifies the other in writing of its intention not to renew this Agreement at least one hundred eighty (180) days prior to the end of the then existing term.
- 3) Effective upon April 1, 2025, the Monthly License Fee shall be modified to a total of Four Thousand Seven Hundred and 00/100 Dollars (\$4,700.00) per month ("Increased Fee") and adjusted pursuant to the Annual Escalator as set forth on Section Four of this Fourth Amendment. The Increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.
- 4) Effective upon April 1, 2026, and each anniversary thereafter during the term, the Monthly License Fee shall be increased by four percent (4%) ("Annual Escalator").
- 5) Licensor and Licensee agree and acknowledge that all future payments of the

Licensor Site Name/Number: Howell MI / 372117

Licensor Contract Number: GTP535

Licensee Site Name/Number: N/A / N/A

Monthly License Fee shall be made to the Licensor at the following remittance address:

GTP Acquisition Partners II, LLC 29637 Network Place Chicago, IL 60673-1296

- 6) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 7) All other terms and provisions of the Agreement remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Licensor Site Name/Number: Howell MI / 372117

Licensor Contract Number: GTP535

Licensee Site Name/Number: N/A / N/A

IN WITNESS WHEREOF, the Parties hereto have set their hands to this First Amendment to that certain Tower Attachment License Agreement as of the day and year written below:

LICENSEE: County of Livingston	LICENSOR: GTP Acquisition Partners II, LLC, a Delaware limited liability company
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:



AMERICAN TOWER

F/K/A: GLOBAL
TOWER PARTNERS

F/K/A: DUKE

COMMUNICATIONS

SITE: 81192 (372117)

LEASE # 231156 (Billing under GTP535)

TOWER ATTACHMENT LICENSE AGREEMENT

LOCATION: 3254 S LATSON

TE	RMS:	CUSTOMER LEASE #:	
MINITIAL TERM: 3	INITIAL TERM: 3.9.00 to 3.31.05 #US-MI-5027		MI-5027
RENEWAL #1: 4.	1.05 то 3.31.10	ATC LEASE #	
RENEWAL #2: 4.1.10 to 3.31.15		#GTP535	
RENEWAL *3: 4.1.15 to 3.31.20 RENEWAL *4: 4.1.20 to 3.31.25		#00372117	
26132525 819000	SEE PAYMENT SO ATTACHE		4 #301

DESTROY:

2032

2.14.00

#200-045

NIXON ROAD SITE*: #(2000) 200-045

^{*}Original Name Prior to Latson Road being Extended)

AMERICAN TOWER F/k/a: GTP & DUKE PAYMENT SCHEDULE

YEAR	PER ANTENNA	ANTENNAS	MONTHLY FEE	YEARLY FEE
2000	\$350.00	7	\$2,450.00	\$29,400.00
2001	\$364.00	7	\$2,548.00	\$30,576.00
2002	\$378.56	7	\$2,649.92	\$31,799.04
2003	\$393.70	7	\$2,755.92	\$33,071.00
2004	\$409.45	7	\$2,866.15	\$34,393.84
2005	\$425.83	7	\$2,980.80	\$35,769.60
2006	\$442.86	7	\$3,100.03	\$37,200.38
2007	\$460.58	7	\$3,224.03	\$38,688.39
2008	\$479.00	7	\$3,352.99	\$40,235.93
2009	\$498.16	7	\$3,487.11	\$41,845.37
2010	\$518.09	7	\$3,626.60	\$43,519.18
2011	\$538.81	7	\$3,771.66	\$45,259.95
2012	\$560.36	7	\$3,922.53	\$47,070.35
2013	\$582.78	7	\$4,079.43	\$48,953.16
2014	\$606.09	7	\$4,242.61	\$50,911.29
2015	\$630.33	7	\$4,412.31	\$52,947.74
2016	\$655.54	7	\$4,588.80	\$55,065.65
2017	\$681.77	7	\$4,772.36	\$57,268.27
2018	\$709.04	7	\$4,963.25	\$59,559.01
2019	\$737.40	7	\$5,161.78	\$61,941.37
2020	\$766.89	7	\$5,368.25	\$64,419.02
2021	\$797.57	7	\$5,582.98	\$66,995.78
2022	\$829.47	7	\$5,806.30	\$69,675.61
2023	\$862.65	7	\$6,038.55	\$72,462.64
2024	\$897.16	7	\$6,280.10	\$75,361.14
2025	\$933.04	7	\$6,531.30	\$78,375.59







RESOLUTION

Substitute
No. 1199-331

LIVINGSTON COUNTY

RESOLUTION TO AUTHORIZE A LEASE WITH DUKE COMMUNICATION FOR TOWER SPACE TO ACCOMMODATE A LIVINGSTON COUNTY 800MBZ ANTENNA SYSTEM AND TO AUTHORIZE IMPROVEMENTS NECESSARY TO MEET THE SECURITY REQUIREMENTS OF THE MICHIGAN STATE POLICE

- WHEREAS, the Board of Commissioners of Livingston County has determined that a reliable communications system is critical to the safety of Public Safety personnel and the general public of the County; and
- WHEREAS, the County determined that this was best served by joining and participating in the Michigan State Police 800 MHz radio system; and
- WHEREAS, it has been determined that in order for the Michigan State Police 800 MHz system begin to approach a level of acceptable performance, an additional tower site is required; and
- WHEREAS, it has been determined that this additional tower location is best placed on an existing tower owned by Duke Communications located at the CMS Energy site at Chilson and Nixon Roads; and
- WHEREAS, with six (6) antennas required, the cost of this lease is \$350.00 per antenna per month or a total monthly cost of \$2,100.00 and the estimated cost of the structural modifications will not exceed \$50,000.00.
- THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes a lease agreement with Duke Communications for the placement of six (6) antennas at the cost of \$350.00 per antenna per month or a total monthly cost of \$2,100.00 for a period of ten years, commencing upon the completion of the tower.
- BE IT FURTHER RESOLVED the Board authorizes the required structural modifications at a cost not to exceed \$50,000,00.
- BE IT FURTHER RESOLVED that the Board authorizes negotiations with Motorola Radio Corporation for an installment purchase agreement for the necessary electronics.

Substitute RESOLUTION NO. 1199-331 PAGE TWO

- BE IT FURTHER RESOLVED that authorization is hereby provided to seek proposals for the required site security fencing.
- BE IT FURTHER RESOLVED that funding for this capital expense is available in the 800MHz account and funding of the re-occurring operating aspects will be placed in the budget of the 911 Central Dispatch operation.
- BE IT FURTHER RESOLVED that the Chairman of the Board is hereby authorized to sign the lease agreement and other documents approved by this resolution after review and approval by civil counsel.

MOVED: Commissioner Reader

SUPPORTED: Commissioner Linksz

CARRIED: 6-0-3 absent

cc: 9-1-1 CD/Emerg. Mgmt.
Sheriff Dept.
Accounting
Treasurer

CLERK'S CERTIFICATE
STATE OF MICHIGAN
COUNTY OF LIVINGSTON
I, Margaret M. Dunleavy Clerk of said County of
Livingston and Clerk of the Circuit Count for said
County, do handby certify that I have compared the
foregoing with the original record thereof, now
remaining in my office and that it is a true and
contect transcript therefrom, and of the whole of
such original record.
In Testimony Whereof, I have hereunto set my
hand and affixed the seal of said Count and County
this Little day of NOVEMBER A.D., 1999

MARGARET M. DUNLEAVY,
COUNTY CLERK

RESOLUTION

Substitute 1299-371 NO.

LIVINGSTON COUNTY

DATE: December 20, 1999 RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT TO SUPPORT THE 800 MHz TOWER - COUNTY ADMINISTRATION

- WHEREAS, the Board of Commissioners of Livingston County has previously authorized the County Administrator to proceed to secure the necessary contract to construct and support an additional tower for the 800MHz public safety radio system; and
- WHEREAS, this additional tower will be linked to the statewide 800MHz radio system, and therefore must comply with the specifications established by the State of Michigan; and
- WHEREAS, much of this equipment is sole source through the Motorola Corporation, and
- WHEREAS, Motorola has extended the opportunity to enter into an installment purchase of this equipment over a five-year period at an interest rate of 5.46%.
- THEREFORE BE IT RESOLVED that the Board of Commissioners of Livingston County hereby authorizes the purchase of Motorola radio equipment as specified in the amount \$353,641.13 from Motorola Corporation.
- BE IT FURTHER RESOLVED that this purchase be made over a five-year period at an interest rate of 5.46% with an annual installment of \$82,723.60, with the first installment due one year after contract execution.
- BE IT FURTHER RESOLVED that the Board also authorizes the creation of a contingency fund not to exceed 10% of the total cost.
- BE IT FURTHER RESOLVED that the Board Chair is authorized to sign said contract upon review of civil counsel.

MOVED: Commissioner Belser

SUPPORTED: Commissioner Domas

CARRIED: 8-! (Hamilton) - ! absent

cc: Co. Admin. Emerg. Mgmt. Sheriff Dept. Accounting Treasurer

CLERK'S CERTIFICATE STATE OF MECHIGAN COUNTY OF LIVINGSTON Marganet M. Dunibary Clark of said County of Aviogaton and Clark of the Cheris Count for said County, do heasby centify that I have compared the foregoing with the original record thereof, now remaining in my office and that it is a true and conrect transcript therefrom, and of the whole of such original record.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Count and County this 29th day of DECEMBER AD., 1999 MARGARET M. DUNLFAVY,

TOWER ATTACHMENT LICENSE AGREEMENT

THIS TOWER ATTACHMENT LICENSE AGREEMENT ("License") is made and entered into as of the 28th day of February, 2000, by and between DUKE COMMUNICATION SERVICES, INC. ("Licensor"), and the COUNTY OF LIVINGSTON, a municipal corporation and political subdivision of the State of Michigan ("Licensee").

RECITALS:

WHEREAS, Licensor desires to license unto Licensee certain space on a tower operated by Licensor upon which Licensee intends to mount certain of Licensee's antennas together with related and ancillary equipment, and certain ground space upon real property leased or owned by Licensor upon which Licensee intends to install other equipment and devices; and,

WHEREAS, Licensee desires to license from Licensor certain space on a tower operated by Licensor upon which Licensee intends to mount certain of Licensee's antennas together with related and ancillary equipment, and certain ground space upon real property leased or owned by Licensor upon which Licensee intends to install other equipment and devices.

NOW THEREFORE, for and in consideration of the terms and mutual premises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

- 1. Premises. Licensor hereby grants to Licensee a license to install, maintain and operate Licensee's wireless communications equipment and appurtenances on a tower owned by Licensor ("Tower"), including seven (7) antennas on the Tower, more particularly described in Exhibit "D" attached hereto, which is located on certain real property leased or owned by Licensor more particularly described in Exhibit "A" attached hereto ("Property"); and to install, maintain, operate and remove Licensee's equipment cabinet or shelter and related devices owned by Licensee on approximately seven hundred (700) square feet of the Property at a location to be agreed upon in writing between Licensor and Licensee (the space occupied by Licensee on the Property and the Tower hereinafter shall be referred to collectively as the "Premises"). Licensor also grants Licensee rights of ingress, egress and utilities to the Premises twenty-four (24) hours per day, seven (7) days per week during the Initial Term and any Renewal Term (as hereinafter defined in Sections 3 and 4) of this License over that real property described in Exhibit "B" attached hereto ("Easement").
- 2. <u>Use.</u> Licensee may use the Premises for the receipt and transmission of wireless communications signals and for inspection and maintenance of its equipment and structure on the premises and for maintenance of its access easement, and fueling of its generator. The use granted Licensee by this License shall be non-exclusive and limited in strict accordance with the terms of this License. Licensor shall have the right to continue to occupy the Property and to enter into lease and license agreements with others for the Property and the Tower in the sole discretion of Licensor. Licensee shall have no property rights or interest in the Premises or the

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Tower Attachment License

Duke Communication Services - Livingston County

Site: 23209 : Howell Co-lo: KRS Easement by virtue of this License. Should the Property not be owned in fee by Licensor, this License shall also be subject to the terms and continued existence of that certain Tower Site Lease Agreement for the Premises entered into between Licensor and Panhandle Eastern Pipeline Corporation which became effective November 1, 1998. In the event the Lease expires or is terminated, this License shall terminate as between Licensor and Licensee on the effective date of termination of the Lease and Licensor shall have no liability to Licensee as a result of the termination of this License. Licensor shall give Licensee written notice of such termination or expiration of the Lease as provided herein or as soon as practicable but no later than sixty (60) days prior to the date of termination or expiration.

- 3. <u>Initial Term.</u> The Initial Term of this License shall commence on the date this License Agreement is signed by Licensee ("Commencement Date") and expire on the last day of month of the fifth (5th) anniversary of this License ("Initial Term").
- 4. Renewal Terms and Termination. Licensee may extend the term of this License for four (4) additional consecutive five (5) year periods (each a "Renewal Term" and, collectively, the "Renewal Term(s)"). Licensee shall be deemed to have exercised its option to extend the term as to each Renewal Term unless Licensee delivers to Licensor written notice to the contrary at least six (6) months prior to the end of the then existing Initial Term or Renewal Term, as the case may be. Except as provided in Section 5 below, all terms and conditions of this License shall remain in full force and effect during the Renewal Terms. The Initial Term and the properly exercised Renewal Term(s) collectively are referred to as the "Term."

Notwithstanding any other provisions in this License Agreement to the contrary, the Licensee may terminate this License Agreement at any time and without penalty with a minimum of twelve (12) months prior written notice to the Licensor (hereinafter referred to as the "Termination Notice Period"). In the event the Licensor is able at any time during the Termination Notice Period to find another licensee who will pay a sum equal or greater than the sum to be paid by the Licensee during such period, the Licensee will be released from its obligation to occupy the Premises and pay the sum due and owing for the remainder of the Termination Notice Period.

5. Consideration. During the first year of the Initial Term, Licensee shall pay monthly to Licensor as consideration, the sum of THREE HUNDRED FIFTY and 00/100 DOLLARS (\$350.00) per antenna; during the second year of the Initial Term, Licensee shall pay monthly to Licensor as consideration the sum of THREE HUNDRED SIXTY-FOUR and 00/100 DOLLARS (\$364.00) per antenna and during each year of the Term thereafter (i.e., including Renewal Terms), Licensee shall pay monthly to Licensor as consideration that sum which is one hundred four percent (104%) of the consideration payable monthly pursuant to this section 5 in the immediately prior year of the Term (such that, pursuant to this section 5, THREE HUNDRED SEVENTY-EIGHT and 56/100 DOLLARS (\$378.56) per antenna will be paid monthly in the third lease year, THREE HUNDRED NINETY-THREE and 70/100 DOLLARS (\$393.70) per antenna will be paid monthly in the fourth lease year, etc.) (collectively, "Rent").

In the first year of this License Agreement the Licensee shall commence paying the \$350.00 per month for each antenna on the Tower on the 1st day of the month.

In the event that the Commencement Date is other than the first day of the calendar month, Rent shall be prorated for that month for the number of days remaining in that month. The Rent shall be paid in advance. The first monthly payment shall be due on the Commencement Date. Rent paid by Licensee to Licensor shall be due without set-off, or demand from Licensor to Licensee.

(i) Any Rent not received by Licensor within ten (10) days of the date when due shall be subject to interest of twelve percent (12%) per annum or the maximum lawful rate, whichever is less, from the due date until paid and a late fee of five percent (5%) of the Rent past due and further referenced in section 21 (a), (i) & (iii). The payment of all fees and sums required under this License prior to termination of this License shall survive termination of this License.

Licensor, acting in its sole discretion, has the right to apply any payments made by Licensee to the satisfaction of any debt or obligation of Licensee to Licensor regardless of the instructions of Licensee as to the application of any payments, even if such instructions are endorsed on Licensee's check. Licensor's acceptance of a check or checks drawn by others than Licensee shall in no way affect Licensee's liability under this License, nor shall it be deemed an assignment, or an approval by Licensor of any assignment of this License by Licensee.

- (ii) Any other sum not received by Licensor within thirty (30) days of the date when due shall be subject to interest of twelve percent (12%) per annum or the maximum lawful rate, whichever is less. The payment of all fees and sums required under this License prior to termination of this License shall survive termination of this License.
- 6. <u>Warranty of Title and Quiet Enjoyment.</u> Licensor warrants that (i) Licensor leases or owns the Property and operates the Tower; and (ii) Licensor has full right to make and perform this License subject to the terms, covenants and conditions of the Lease. This License shall be subordinate and inferior to any mortgage or lien which currently or hereafter encumbers the Property or the Tower.

7. Improvements by Licensee.

a) Equipment. A description of the communications systems equipment, shelter, compound and other personal property owned or operated by Licensee which Licensee anticipates will be located by Licensee on the Premises is attached hereto as Exhibit "C" ("Equipment"). Licensor hereby grants Licensee reasonable access to the Tower and the Premises for the purpose of installing, upgrading, and maintaining the Equipment and appurtenances. Licensee shall be responsible for all site work to be done on the Premises pursuant to this Licensee shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance and repair of the Equipment. Licensee shall

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not construct or install any equipment or improvements on the Premises other than which are described in Exhibit "C" or alter the radio frequency of operation of the Equipment without first obtaining the prior consent of Licensor, which consent may be withheld by Licensor in Licensor's sole and absolute discretion. The Equipment shall remain Licensee's exclusive personal property throughout the Term and upon termination of the License. Licensee shall have the right to remove all Equipment at Licensee's sole expense on or before the expiration or earlier termination of the License; provided, Licensee repairs any damage to the Property or the Tower caused by such removal. If Licensee does not remove the Equipment on or prior to the expiration or termination of this License, Licensee shall remove such Equipment within a reasonable period (that reasonable period being 30 days) thereafter provided Licensee pays to Licensor one-hundred and fifty percent (150%) of the Rent in effect during such holdover period. All conditions, provisions and obligations of this License shall be in effect during such holdover period.

- b) <u>Plans, Structural Analysis and Radio Frequency ("RF") Intermodulation Interference Analysis.</u> Prior to commencement of any construction or installation on the Premises by Licensee, Licensee shall furnish, for review and approval by Licensor, which approval shall not be unreasonably withheld, the following:
 - (i) Licensee, at its sole cost and expense, shall provide plans and specifications for construction or installation of the improvements ("Plans and Specifications"). Licensee shall not commence the construction or installation on the Premises until such time as Licensee has received written approval of the Plans and Specifications from Licensor. Licensee shall be responsible for paying in advance to Licensor the cost of any structural enhancements to be made to the Tower to accommodate the Equipment. All such structural enhancements shall become the property of Licensor, and upon request, Licensee shall promptly provide to Licensor any bills of sale or documentation evidencing Licensee's ownership of said enhancements. Licensee shall use a construction firm designated by Licensor for any construction activities to be conducted by Licensee on the Property and the Easement and the installation of Licensee's Equipment on the Tower.
 - (ii) Licensee, at its sole cost and expense, shall conduct a structural analysis and wind load analysis of the Tower which includes any existing loads and the load of Licensee's antennas, cabling and appurtenances, unless otherwise notified in writing by Licensor.
 - (iii) Licensee, at its sole cost and expense, shall conduct an RF Analysis of the Equipment with all other equipment which is on the Tower as of the Commencement Date, unless otherwise notified in writing by Licensor.
 - (iv) Licensee shall use the company of Licensor's choice for the preparation of the Structural Analysis, RF Analysis, and any other modification of any type to the Tower, and Licensee shall be solely responsible for and shall indemnify Licensor

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from all costs and expenses associated with these materials and services. Licensee shall be responsible for securing all building permits from any and all applicable governmental authorities prior to the commencement of any construction or installation on the Premises. Copies of the construction permit issued to Licensee shall be provided to Licensor.

- c) Compliance with Governmental Rules. All work shall be performed by Licensee or Licensee's employees, contractors or agents in a good and workmanlike manner. Licensor shall be entitled to require strict compliance with the Plans and Specifications approved by Licensor pursuant to Section 7(b), including specifications for the grounding of Licensee's equipment and antennas. All construction, installations and operations in connection with this License by Licensee shall meet with all applicable Rules and Regulations of the Federal Communications Commission (FCC), Federal Aviation Administration (FAA) and all applicable codes and regulations of the city, county and state concerned. Licensor assumes no responsibility for the licensing, operation and maintenance of the Equipment. Licensee has the responsibility of carrying out the terms of Licensee's FCC license with respect to tower light observation and notification to the FAA, if those requirements as imposed on Licensee are in excess of those required of Licensor. Licensee covenants that the Equipment and the construction, installation, maintenance and operation thereof shall not damage the Tower or improvements or interfere with the use of the Tower by Licensor.
- Relocation of Equipment. Licensor reserves the right to change the location of d) Licensee's Equipment on the Tower upon sixty (60) days written notice to Licensee to accommodate the communications equipment of Licensor but no other then existing or prospective user of the Premises other than Licensor. Licensee shall relocate or remove the Equipment, at Licensor's expense, within sixty (60) days of receipt of any such notice by Licensor; provided, however, if the relocated space is unacceptable to Licensee, in Licensee's reasonable discretion, Licensee shall have the right to terminate this License upon written notice to Licensor. If within the first five (5) years of this License Agreement Licensee has to remove one or more of its antenna, due to Licensor's equipment needs, Licensor shall pay to Licensee that pro-rata portion of the initial structural cost Licensee paid for that removed antenna. Upon such termination, the parties to the License shall be released from all duties, obligations, liabilities and responsibilities under the License except for any tax obligations, and Licensee's obligation to remove the Equipment from the Property. Notwithstanding the foregoing, in the event Licensor needs additional capacity for its equipment and there is no space on the Tower in which to relocate Licensee's Equipment, upon one hundred and eighty (180) days notice, Licensor may terminate this License Agreement, and thereafter the License shall be of no further force and effect, except for any tax obligations, and Licensee's obligation to remove the Equipment from the Property.

If this License Agreement is terminated pursuant to this section, the Licensor shall make a good faith effort to find another tower acceptable to Licensee to which Licensee may relocate its equipment. The Licensor shall pay the cost of such transfer.

8. <u>Utilities.</u> All utility services installed on the Premises for the use or benefit of Licensee shall be underground, made at the sole cost and expense of Licensee and shall be separately metered from Licensor's utilities. Licensee shall be solely responsible for the payment of utility charges including connection charges and security deposits incurred by Licensee.

9. Taxes and Franchise Fees.

- a) Property Taxes. Licensor shall pay all real property taxes or assessments that may be assessed against the Property and the Tower. Licensee shall list with the taxing authority all of its property located upon the Premises and pay all taxes or assessments attributable thereto and shall reimburse Licensor within thirty (30) days from demand for any increase in real property taxes which are assessed as a direct result of Licensee's improvements to the Premises. As a condition of Licensee's obligation to pay any such tax increase, Licensor shall provide to Licensee documentation from the taxing authority, reasonably acceptable to Licensee, indicating the increase is due to Licensee's improvements.
- b) <u>Sales and Use Taxes.</u> Licensee shall reimburse Licensor within thirty (30) days from demand for any sales or use taxes imposed upon rental receipts or other fees received by Licensor under this Agreement. As a condition of Licensee's obligation to pay such taxes, Licensor shall provide to Licensee documentation from the taxing authority, reasonably acceptable to Licensee, indicating the imposition of such tax and the amount thereof.

10. Interference.

Licensee agrees to install equipment of types and radio frequencies which will not cause interference to communications operations being conducted from the Property or the Tower by Licensor or other occupants of the Property or the Tower which are in place as of the Commencement Date. In the event that Licensor allows Licensee to install additional equipment or modify or replace existing equipment at some point in the future, such modifications or additional or replacement equipment shall not cause interference to communications operations being conducted from the Property or the Tower by Licensor or other occupants of the Property on the Tower which are in place as of the date of installation of the modification or additional or replacement equipment. Licensee also covenants that the equipment installed by Licensee shall comply with all applicable laws, ordinances and regulations including but not limited to those regulations promulgated by the FCC. In the event the Equipment causes such interference, Licensee will take all steps necessary to correct and eliminate the interference. If such interference cannot be eliminated within forty-eight (48) hours after receipt by Licensee of written notice from Licensor describing the existence of the interference, Licensee shall temporarily disconnect the electric power and shut down the Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) until such interference is corrected. If such interference is not corrected within thirty (30) days after receipt by Lessee of such prior written notice from Licensor of the existence of interference, this License

shall then terminate without further obligation on either part except as may be specifically enumerated herein and Licensee agrees to then remove the Equipment from the Premises.

- In the event that Licensor agrees to place antennas on the Tower or authorizes changes in the frequency of existing antennas after entry into this License Agreement or enters into subleases or license agreements in the future with others for the Property or the Tower, then Licensor agrees to change its equipment or frequency and/or to require such sublessee or licensee to install equipment of types and radio frequencies that will not cause interference to Licensee's communications operations which are being conducted from the Premises at the time such subsequent licensee or sublessee installs its equipment. Licensor agrees that in the event such sublessee or licensee causes such interference, Licensor will require such sublessee or licensee to take all steps necessary to correct and eliminate the interference. If such interference cannot be eliminated within forty-eight (48) hours after receipt by such sublessee or licensee of notice from Licensor of the existence of interference, Licensor shall cause such sublessee or licensee to disconnect the electric power and shut down such sublessee's or licensee's equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) until such interference is corrected. If such interference is not completely rectified to the satisfaction of Licensee within fifteen (15) days after receipt by such sublessee or licensee of such prior notice from Licensor of the existence of interference, Licensor shall cause such sublessee or licensee to remove such sublessee's or licensee's antennas and equipment from the Property and the Tower.
- c) In the event equipment and/or radio frequencies used on the Premises by the Licensor or a preexisting sublessee or licensee at the time of entry into this License Agreement causes interference with the Licensee's communication operations being conducted from the Premises and modifications by the Licensee, at Licensee's sole expense, can not be made to Licensee's equipment and frequencies or to that of the Licensor or a preexisting sublessee or licensee that eliminates such interference, the Licensee may terminate this License Agreement without penalty, by delivery of written notice to the Licensor. Such termination shall become effective on the date stated in the notice.

11. Maintenance and Repairs.

- a) Licensee shall perform all repairs necessary or appropriate to the Equipment, subject to Exhibit D, on or about the Premises or located on any appurtenant rights-of-way or access to the Premises maintaining it in good and tenantable condition, reasonable wear and tear, damage by fire, the elements or other casualty excepted. Damage to the Equipment resulting from the acts or omissions of Licensor shall at Licensee's option either be repaired by Licensor at Licensor's cost and expense, or the Licensor shall reimburse Licensee for the actual costs incurred as evidenced by adequate documentation by Licensee in repairing such damage or replacing such Equipment.
- b) Licensor, at Licensor's sole cost and expense, shall maintain the Tower, and any other portions of the Property and improvements thereto, in good order and repair, wear and

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Tower Attachment License

Duke Communication Services – Livingston County

Site: 23209 : Howell Co-lo: KRS tear, damage by fire, the elements or other casualty excepted. Damage to the Tower or the equipment or improvements of Licensor or others located on the Property or the Tower, which results from the acts or omissions of Licensee shall be repaired by Licensee at Licensee's cost and expense, or at the option of Licensor, Licensee shall reimburse Licensor for the actual costs incurred as evidenced by adequate documentation by Licensor in repairing such damage or replacing such equipment or improvements.

- 12. <u>Tower Marking and Lighting Requirements</u>. Licensor shall be responsible for compliance with any applicable marking and lighting requirements of the FAA and the FCC; however, if the requirement for compliance results from the presence of the Equipment on the Tower, Licensee shall pay the costs and expenses therefor (including any lighting automated alarm system so required). Licensor does hereby agree to indemnify and hold Licensee harmless from any and all losses, damages, fines, penalties or costs of any kind which may arise from the improper design, maintenance or operation of the Tower or tower lighting systems, or which may be imposed by the FAA, FCC or any other federal, state or local agency arising from the improper design, maintenance or operation of the Tower or tower lighting systems unless such obligations arise solely as a result of the installation of the Equipment on the Tower. Should Licensee be cited because the Premises are not in compliance and, should Licensee fail to cure the conditions of noncompliance, Licensor may either terminate this License or, with prior notice from Licensor to Licensee and allowing Licensee a reasonable opportunity to cure, proceed to cure the conditions of noncompliance at Licensee's expense.
- 13. Mechanics' Liens. Licensee shall not permit any mechanics', materialmen's, contractors' or subcontractors' liens arising from any construction work, repair, restoration or removal or any other claims or demands to be enforced against the Premises or any part thereof. Licensor shall have the right at any time to post and maintain upon the Premises such notices as may be necessary to protect Licensor against liability for all such liens and encumbrances. Licensee shall give Licensor written notice prior to the commencement of any work or the delivery of any materials connected with such work or construction, repair, restoration or removal of materials on the Premises. Licensor shall assume no liability for the payment of materials or labor which accrue in the installation of Licensee's improvements upon the Premises and no mechanics' or materialmen's liens for Licensee's improvements shall attach to the interest of Licensor in the Premises.

14. Liability.

a) All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities of the Licensee on the Premises or from the Licensee's performance of its responsibilities under this License Agreement shall be the responsibility of the Licensee, and not the responsibility of the Licensor, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Licensee, its officers, employees or agents, provided that nothing herein shall be construed as a waiver of any immunity that has been provided to the Licensee, its officers, employees, or agents by statute or court decisions.

- b) All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, of the Licensor on the Premises or from the Licensor's performance of its responsibilities under this License Agreement shall be the responsibility of the Licensor and not the responsibility of the Licensee if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Licensor, its officers, employees or agents, provided that nothing herein shall be construed as a waiver of any immunity the Licensor, its officers, employees or agents may have by statute or court decisions.
- 15. **Financing Agreements**. Licensee may, upon written notice to Licensor, mortgage or grant a security interest in and to the Equipment to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties").
- 16. Disclaimer of Warranties, Incidental and Consequential Damages. LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE PREMISES OR THE TOWER. LICENSEE ACCEPTS THE PREMISES "AS IS." LICENSOR SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED RESULTING FROM LICENSEE'S USE OR LICENSEE'S INABILITY TO USE THE PREMISES;.
- 17. Environmental Indemnification. Licensor shall hold Licensee hamless from and indemnify Licensee against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from the presence of hazardous substances on, under or around the Property or resulting from hazardous substances being generated, stored, disposed of or transported to, on, under or around the Property by Licensor or Licensor's Authorized Agent. With the exception of liquid propane required to fuel the emergency generator which Licensee shall install on the Property, the Licensee shall not generate, store, dispose of, or transport to, on or under the Property any hazardous substances. The Licensee shall hold hamless the Licensor and shall be responsible for any damage, loss, expense and costs arising from the transporting, storing and use of liquid propane on the Property.

For purposes of this License, "hazardous substances" shall mean (1) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (2) any substance which is flammable, radioactive, corrosive or carcinogenic, (3) any substance, the presence of which on the Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the Property or property adjacent thereto, or (4) any substance, the presence of which on the Property requires investigation or remediation under any Hazardous Substance Law (as hereinafter defined), as the same may hereafter be amended. "Hazardous Substance Law" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq.; the Toxic Substances

Control Act, 15 U.S.C. § 2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. § 11001 et seq.; and any other applicable federal, state, or local law or regulation.

18. Liability Insurance.

- a) Licensor shall carry during the term of this License, at Licensor's own cost and expense, respectively, the following insurance: (i) "All Risk" property insurance which insures Licensor's property for such Property's full replacement cost; (ii) comprehensive general liability insurance with a commercial general liability endorsement having a minimum limit of liability of \$2,000,000.00 with a combined limit for bodily injury and/or property damage for any one occurrence; and (iii) excess/umbrella coverage of \$3,000,000.00.
- (b) Licensee shall carry during the term of this License, at Licensee's own cost and expense, respectively, the following insurance: (i) "All Risk" property insurance which insures Licensee's property for such property's full replacement cost; and (ii) Comprehensive general liability insurance with a commercial general liability endorsement having a minimum limit of liability of \$2,000,000, with a combined limit for bodily injury and/or property damage for any one occurrence, and (iii) excess/umbrella coverage of \$3,000,000. It is understood and agreed that the insurance coverage to be maintained by the Licensee shall be provided under a self insured program through the Michigan Municipal Risk Management Authority (MMRMA).
- (c) Licensor and Licensee shall each name the other as an additional insured under each party's own liability policy, respectively, and require each party's own insurance company, respectively, to endeavor to give at least thirty (30) days' written notice of termination or cancellation of the policy to the additional insured. A certificate of such insurance, or letter from the MMRMA, together with such endorsement as to prior written notice of termination or cancellation, shall be delivered to the additional insured within thirty (30) days from the execution of this License and before the expiration of any term of such insurance from an insurance company authorized to do business in the state in which the Property is located.

19. Subrogation.

- a) In General. All insurance policies required under this License shall contain a waiver of subrogation provision under the terms of which the insurance underwriter waives all of such underwriter's rights to proceed against Licensor and Licensee.
- b) <u>Mutual Release.</u> Licensor and Licensee each release the other and their respective representatives from any claims by them or any one claiming through or under them by way of subrogation or otherwise for damage to any person or to the Premises and to the fixtures, personal property, improvements and alterations in or on the Premises that are caused by or result from risks insured against under any insurance policy carried by them and required by this License; provided that such releases shall be effective only if and to the extent that the same do not diminish or adversely affect the coverage under such insurance policies. Licensor shall be named as an additional insured on any insurance policy procured by Licensee pursuant

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to this License and Licensee shall be named as an additional insured on any insurance policy procured by Licensor pursuant to this License.

20. <u>Destruction or Condemnation.</u> If the whole or any substantial part of the Premises shall be taken by any public authority under the power of eminent domain so as to interfere with Licensee's use and occupancy thereof, then this License shall cease on the part so taken on the date of possession by such authority of that part, and any unearned Rent paid in advance of such date shall be refunded by Licensor to Licensee within thirty (30) days of such possession, and Licensee shall have the right to terminate this License upon written notice to Licensor, which notice shall be delivered by Licensee within thirty (30) days following the date notice is received by Licensee of such taking or possession. If Licensee chooses not to terminate this License, the Rent shall be reduced or abated in proportion to the actual reduction or abatement of Licensee's use of the Premises.

21. Default and Remedies.

- a) The occurrence of any of the following instances shall be considered to be a default or a breach of this License by Licensee:
 - (i) any failure of Licensee to pay the Rent or any other charge for which Licensee has the responsibility of payment under this License within thirty (30) days of the date when due;
 - (ii) any failure of Licensee to perform or observe any term, covenant, provision or conditions of this License which failure is not corrected or cured by Licensee within thirty (30) days of receipt by Licensee of written notice from Licensor of the existence of such a default; except such thirty (30) day cure period shall be extended as reasonably necessary to permit Licensee to complete a cure so long as Licensee commences the cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure;
 - (iii) Licensee shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against Licensee which cannot be dismissed by Licensee within sixty (60) days of the date of the filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of Licensee's assets, or Licensee makes an assignment for such purposes for the benefit of creditors;
 - (iv) this License or Licensee's interest herein or Licensee's interest in the Premises are executed upon or attached; or
 - (v) the imposition of any lien on the Equipment except as may be expressly authorized by this License, or an attempt by Licensee or anyone claiming through Licensee to encumber Licensor's interest in the Tower or the Property.

- b) In the event of a default by Licensee under the terms of Section 21 of this License Agreement and after the Licensee's failure to cure such default within the time allowed the Licensee to cure such default, then Licensor may, terminate this License by giving written notice to the Licensee stating the date upon which such termination shall be effective, accelerating and declaring to be immediately due and payable all Rents which are and will become due as of the effective date of termination. After the effective date of termination, the Licensor may terminate electrical power to the Equipment, and remove the Equipment without being deemed liable for trespass or conversion and store the same at Licensee's sole cost and expense.
- c) In the event of Licensor's default, Licensee shall have all rights permitted by law including but not limited to the right to terminate this License in the event a default is not timely cured.
- 22. <u>Notices</u>. All notices or demands by or from Licensor to Licensee, or Licensee to Licensor, shall be in writing. Such notices or demands shall be mailed to the other party at the following address:

Licensor: Duke Communication Services, Inc.

400 South Tryon St. (28285)

(PO Box 1007 - WC29H, Zip 28201-1007)

Attention: General Manager

with a copy to: Duke Energy Corporation

422 South Church St.

P.O. Box 1244

Charlotte, NC 28202

Attention: Law Department

Licensee: Livingston County Administrator

304 E. Grand River Ave.

Howell, MI 48843

- 23. <u>Entire Agreement and Modifications</u>. This License contains the entire agreement between the parties hereto and supersedes all previous negotiations leading thereto. This License may be modified only by an agreement in writing executed by Licensor and Licensee.
- 24. <u>Successors and Assigns.</u> This License shall be binding upon and inure to the benefit of the legal representatives, heirs, successors and assigns of Licensor and Licensee.
- 25. <u>Limitation of Licensor's and Licensee's Liability.</u> If either the Licensor or Licensee shall fail to observe any term, condition, covenant or obligation required to be performed or observed by it under this License, and the other party, as a consequence thereof, recovers a money judgment against the breaching party (whether compensatory or punitive in

nature), both Licensor and Licensee agree that for the collection of the judgment the liability of the party against whom the judgment was entered and the sum that may be collected shall not exceed the sum of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) per judgment, as herein defined in section 18 of this agreement. The Licensor and Licensee further agree that no other assets of the other party shall be subject to levy, execution or other process for the satisfaction of a judgment. 18

- 26. Subordination. This License and any option or right of first refusal granted hereunder, at Licensor's option, shall be subordinate to any ground lease, mortgage, deed of trust or other encumbrance now or hereafter placed upon the Premises and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. If any ground lessor, mortgagee, beneficiary or other lienholder shall elect to have this License and any such option or right of first refusal prior to the lien of the ground lease, mortgage, deed of trust or other encumbrance, and shall give written notice thereof to Licensee, this License and such option or right of first refusal shall be deemed to be prior to such ground lease, mortgage, deed of trust or other encumbrance, whether this License or such option or right of first refusal is dated prior or subsequent to the date of such ground lease, mortgage, deed of trust or other encumbrance or the date of the recording thereof. Licensee agrees to execute any documents required to effect an attornment or subordination or to make this License and such option or right of first refusal prior to the lien of any ground agreement, mortgage, deed of trust or other encumbrance. Licensee's failure to execute any such documents within thirty (30) days after written demand shall constitute a material default by Licensee hereunder, or, at Licensor's option, Licensor shall execute any such documents on behalf of Licensee as Licensee's attorney-in-fact. Licensee hereby makes, constitutes and irrevocably appoints Licensor as Licensee's attorney-in-fact to execute any such documents in Licensee's name, place and stead.
- Assignment. Licensee shall not voluntarily, involuntarily or by operation of law assign to any party other than the Michigan Department of State Police, or mortgage, sublet or otherwise transfer or encumber all or any part of Licensee's interest in this License or in the Premises without Licensor's prior written consent which consent may be withheld in the sole and absolute discretion of Licensor. Any attempted assignment to a party other than the Michigan Department of State Police, or mortgage, subletting or other transfer or encumbrance without the consent of Licensor shall be void and shall, at Licensor's election, constitute a breach of this License without any need for notice thereof to Licensee. If Licensee desires at any time to assign to anyone other than the Michigan Department of State Police or otherwise transfer this License or to sublet the Premises or any portion thereof, it shall first notify Licensor of its desire to do so and shall submit in writing to Licensor (i) the name of the proposed sublessees or assignee; (ii) the terms and provisions of the proposed sublease or assignment; and (iii) such financial and other information as Licensor may reasonably request concerning the proposed sublessees or assignee. At any time within fifteen (15) days after Licensor's receipt of the information specified, Licensor may by written notice to Licensee and in Licensor's sole and absolute discretion consent to the subletting or assignment upon the terms and to the sublessees or assignee proposed; (i) refuse to give its consent; (ii) sublease or make an assignment of Licensee's leasehold estate hereunder or such part thereof as shall be specified

in such notice upon the same terms as those offered to the proposed sublessees or assignee, as the case may be. Licensee agrees that Licensor may, with the exception of an assignment to the Michigan Department of State Police, refuse to consent to any proposed assignment or subletting for any reason or reasons deemed sufficient and reasonable by Licensor and may consent to a proposed subletting or assignment subject to such conditions as Licensor, in its sole discretion, deems appropriate including, without limitation, the condition that the rent under this License be increased. If Licensor consents to such assignment or subletting, Licensee may, within ninety (90) days after the date of Licensor's consent, enter into a valid assignment or sublease of the Premises or portion thereof upon the terms and conditions described in the information required above to be furnished by Licensee to Licensor, or upon other terms not more favorable to Licensee; provided, however, that any material change in such terms shall be subject to Licensor's consent.

- 28. Sale of Tower and Property by Licensor. Licensor may sell, transfer or assign its interest in this License in whole or part of the Tower and Property governed by this License, upon notice to Licensee provided that such sell, transfer or assignment shall be subject to the terms, covenants and conditions of this License.
- 29. Representations and Warranties of Licensee. Licensee represents and warrants to Licensor that:
- a) Organization, Good Standing and Authority. It is a municipal corporation and political subdivision of the State of Michigan and has the requisite power and authority to enter into and perform this License.
- b) <u>Authorization and Validity of Agreement</u>. That Licensee's execution and delivery of this License have been authorized by the Board of Commissioners of Licensee, and no further action on the part of Licensee is necessary to authorize this License or the consummation of the transactions contemplated herein. This License constitutes the valid and binding obligation of Licensee duly enforceable in accordance with its terms.
- c) No Breach of Other Instruments. That there is no contract or agreement or other instrument to which Licensee is a party or by which Licensee or its assets are bound which prohibits the execution or delivery by Licensee of this License or the performance or observance by Licensee of any term or condition of this License and, subject to the fulfillment of all conditions set forth therein, neither execution and delivery of this License nor the consummation of the transactions contemplated hereby will violate any term or provision of any such contract, agreement or instrument.
- d) No Violation of Law or Order. That subject to the fulfillment of all conditions set forth herein, neither the execution and delivery of this License nor transactions contemplated hereby, shall result in the violation by Licensee of any, law, regulation, judgment or order of any court or governmental authority applicable to Licensee or result in a breach of the terms of this or any other agreement to which Licensee is a party.

30. Miscellaneous.

- a) <u>Integration</u>. It is understood that there are no oral agreements or representations between the parties hereto affecting this License, and this License supersedes and cancels any and all previous negotiations, arrangements, agreements or representations and understandings, if any, between the parties hereto with respect to the subject matter thereof. There are no other representations or warranties between the parties and all reliance with respect to representations is solely upon the representations and agreements contained in this document.
- b) <u>Headings.</u> The Headings and Section titles herein are for convenience only and do not in any way define, limit or construe the contents of such Sections.
- c) Severability. If any rate, term, covenant, condition or obligation contained herein shall, to any extent, be determined by a court of competent jurisdiction, not subject to further appeal, to be invalid or unenforceable in any respect under the laws governing this License, the parties shall negotiate in good faith to replace such rate, term, covenant, condition or obligation to maintain the relative economic benefits to the parties. If such benefits cannot be substantially restored, Licensor shall have the option, exercisable upon one year prior written notice to Licensee, to terminate this License in its entirety whereupon it shall be of no further effect whatsoever except the parties shall comply with the responsibilities subsequent to termination; so long as Licensor fails to exercise said option or, if Licensor exercises said option, until said termination, this License shall continue in full force and effect less said invalid or unenforceable rate, term, covenant, condition or obligation, and any affected portion or provision of this License shall be modified, amended or deleted to the extent possible and permissible to give the fullest effect to the purposes of the parties and to this License, and the parties hereby declare that they would have agreed to the remaining parts of this License if they had known that the said rate. term, covenant, condition, or obligation would be determined to be illegal, invalid or unenforceable. It is the intention of the parties hereto that if any provision of this License is capable of two interpretations, one of which would render the provision void and the other of which would render the provision valid then the provision shall have the meaning which renders it valid.
- d) <u>Force Majeure.</u> Except as otherwise provided in this License, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such delay or stoppage.
- e) <u>Estoppel Certificate</u>. Licensee shall, upon not less than ten (10) days prior written notice from Licensor, execute, acknowledge and deliver to Licensor a statement in writing on a form prescribed by Licensor certifying that this License is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this License as so modified is in full force and effect) and the date to which the rent and other charges are paid in

advance, if any, and acknowledging that there is not, to Licensee's knowledge, any uncured default on the part of Licensor hereunder, or specifying such default if any is claimed. Any such statement may be conclusively relied upon by any prospective purchaser or secured party; Licensee's fallure to deliver such statement within thirty (30) days shall be deemed to be a material breach of or default under this License or shall give rise to a conclusive presumption that (i) this License is in full force and effect, without modification except as may be represented by Licensor, (ii) not more than one (1) month's rent has been paid in advance, and (iii) there are no uncured defaults in Licensor's performance. If Licensor desires to finance, refinance or sell the Premises or any part thereof, Licensee hereby agrees to deliver to any lender or purchaser designated by Licensor such financial statements and representations of Licensee as may be reasonably required by such Lender or purchaser. All such financial statements and representations shall be received by Licensor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

- f) Cessation of Licensor's Liability Upon Transfer. In the event of any transfer of the Premises by Licensor, Licensor shall be relieved from and after the date of such transfer of all liability with respect to Licensor's obligations thereafter to be performed, provided that any funds in the hands of Licensor (or such grantor) at the time of such transfer in which Licensee has an interest, shall be delivered to the grantee. Subject to the foregoing, the obligations contained in the License to be performed by Licensor shall be binding upon Licensor's successor and assigns only during their respective periods of ownership.
- g) <u>Successor Liability</u>. The liability of the mortgagee, trustee or purchaser at such foreclosure sale or the liability of a subsequent owner designated as Licensor under this License shall exist only so long as such trustee, mortgagee, purchaser or owner is the owner of the Premises and such liability shall not continue or survive after further transfer of ownership.
- h) <u>Attornment.</u> Upon request of the mortgagee, Licensee will attorn, as lessee under this License, to the purchaser at any foreclosure sale thereunder, or if any ground or underlying License be terminated for any reason, Licensee will attorn, as Licensee under this License, to the ground lessor under the ground License and will execute such instruments as may be necessary or appropriate to evidence such attornment.
- i) Right to Modify. Should the ground lessor or the mortgagee require a modification or modifications of this License which will not bring about any increase in the financial obligations of Licensee under this License or in any other way substantially change the rights and obligations of Licensee hereunder, then and in such event, Licensee shall execute such documents or agreements as may be necessary to so modify the License.
- j) <u>Liability of Licensor.</u> Notwithstanding anything to the contrary provided for herein, each and every term, covenant, condition and provision of this License is hereby specifically made subject to the provisions of this Section 30(j). It is specifically understood and agreed that Licensor's and Licensee's sole recourse in the event the other party fails to observe or perform any term, covenant, condition or provision of this License shall be to seek a money judgment against the breaching party (whether compensatory or punitive in nature) of up to, but not to

exceed, the sum of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00). Neither Licensor nor Licensee shall have any right to obtain judgment against the other in excess of the above-stated sum, nor shall either party have any right to seek and/or obtain any judgment against any personal assets of any member, elected or appointed officer, director or employee of the other party. Such exculpation of personal liability is absolute and without any exception whatsoever.

- k) Certain Rules of Construction. Notwithstanding the fact that certain references elsewhere in this License to acts required to be performed by Licensee hereunder, or to breaches or defaults of this License by Licensee, omit to state that such acts shall be performed at Licensee's sole cost and expense, or omit to state that such breaches or defaults by Licensee are material, unless the context implies to the contrary, each and every act to be performed or obligation to be fulfilled by Licensee pursuant to this License shall be performed or fulfilled at Licensee's sole cost and expense. Licensee shall be fully responsible and liable for the observance and compliance by concessionaires of and with all the terms and conditions of this Licensee hereunder and failure by a concessionaire fully to observe and comply with the terms and conditions of this License shall constitute a default hereunder by Licensee.
- I) <u>Counterparts.</u> This License may be executed in counterparts with the same effect as if both parties hereto had signed the same document. Both counterparts shall be construed together and shall constitute one (1) License.
- m) <u>Interpretation.</u> This License shall not be construed either for or against Licensor or Licensee, but this License shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.
- n) Governing Law. This License shall be governed by and construed in accordance with the domestic laws of the State of Michigan, without reference to its choice of law principles.
 - o) Resolution of Claims and Disputes.
 - i) If either the Licensor or the Licensee has a claim or dispute which arises out of or relates to this License Agreement, they may seek any remedies available at law and/or in equity to resolve the dispute.
 - ii) The venue for the bringing of any legal or equitable action under this License Agreement shall be established in accordance with the laws of the State of Michigan and/or Michigan Court Rules. The venue for any arbitration under this License Agreement shall be the County of Livingston in the State of Michigan. In the event that any action is brought under this License Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

- The Licensor and the Licensee may, if they mutually agree in writing signed iii) by their authorized representatives, submit any claims, disputes or other matters in question arising out of or relating to this License Agreement or breach thereof to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date that such notice is given. If the parties are unable to agree on a single independent arbitrator within fifteen (15) days, each Party shall select one (1) independent arbitrator and the two (2) arbitrators shall mutually select a third independent arbitrator, the three of whom shall serve as an arbitration panel. The decision of the arbitrator(s) shall be final and binding upon the parties and shall include written findings of law and fact, and judgment may be obtained thereon by either party in a court of competent jurisdiction. Each party shall bear the cost of preparing and presenting its own case. The cost of the arbitration, including the fees and expenses of the arbitrator(s), shall be shared equally by the parties hereto unless the award otherwise provides.
- (iv) If the Licensor and Licensee mutually agree to settle a claim, dispute or other matters in question between them by arbitration, the award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with the applicable law by any court having jurisdiction thereof.
- (v) It is expressly understood and agreed that any agreement to submit a particular claim, dispute or matter to arbitration shall apply only to that claim, dispute or matter and shall not be binding upon any other claim, disputes or matters which may arise between the Licensor and Licensee.
- p) <u>No Partnership</u>. Licensee and Licensor agree that their relationship under this License shall be that of Landlord and Tenant and that no other relationship including that of a partnership is intended or shall be created by this License.
- q) <u>Confidentiality.</u> In addition to this License, which Licensor considers to be confidential, neither Licensor or Licensee shall disclose Confidential Information to others, except as may be required by law or by Court order. The term "Confidential Information" means information, except as may be in the public domain, about either party's projects, processes, management, operations, services, purchasing, accounting, marketing, merchandising, pricing, selling, research and development, or any other information designated by either party in writing to the other to be of a proprietary or competitively sensitive nature.
- r) Nondiscrimination. The parties to this License Agreement, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or

position, height, weight or marital status. Breach of this subsection shall be regarded as a material breach of this License Agreement.

IN WITNESS WHEREOF, the Licensor and Licensee have executed this Tower

(SIGNATURES CONTINUED ON PAGE 20)

19

Tower Attachment License

Duke Communication Services – Livingston County

Site: 23209 : Howell Co-lo: KRS [CONTINUATION OF TOWER ATTACHMENT LICENSE AGREEMENT BETWEEN PARTIES BELOW DATED 2-28-00 FOR ATTACHMENT OF 7 ANTENNAS ON TOWER AT PART OF THE NE 1/4, SEC 20, T2N-R5E GENOA TWP, LIVINGSTON COUNTY, MICHIGAN]

Attachment License Agreement as of the date and year first above written.

LICENSOR:

DUKE COMMUNICATION SERVICES, INC., a North Carolina Corporation

By:

mas B Miller

Title:

Vice President and General Manager

Date:

<u> Sondra 6</u>

Secretary

(CORPORATE SEAL)

LICENSEE:

COUNTY OF LIVINGSTON,

a municipal corporation and political subdivision of the State of Michigan

Ву:

David J. Domas, Chairperson

Title:

County Board of Commissioners

Date:

MALON

Margeret M. Dunleavy, Livingston County Clerk

(COUNTY SEAL)

APPROVED AS TO FORM ONLY FOR COUNTY OF LIVINGSTON:

COHL, STOKER & TOSKEY, P.C.

By:

Robert D. Townsend

20

Tower Attachment License

Duke Communication Services - Livingston County

Site: 23209 : Howell Co-lo: KRS

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Duke Communication Services will attach on executed contract after survey of this property is complete.

SEE ATTACHED DRAWINGS AND LEGAL DESCRIPTIONS PREPARED BY BOSS ENGINEERING, BEARING JOB NO. 99562 AND DATED 12/20/99.

LICENSOR INITIALS:

21

Tower Attachment License

Duke Communication Services – Livingston County

Site: 23209 : Howell Co-lo: KR\$

EXHIBIT "B"

LEGAL DESCRIPTION OF EASEMENTS

SEE ATTACHED DRAWINGS AND LEGAL DESCRIPTIONS PREPARED BY BOSS ENGINEERING, BEARING JOB NO. 99562 AND DATED 12/20/1999.

LICENSOR INITIALS:

22

Tower Attachment License Duke Communication Services - Livingston County

Site: 23209: Howell Co-lo: KRS

EXHIBIT "C"

EQUIPMENT AND BUILDING SPACE

(to be replaced with an exhibit showing the site plan prepared by Licensee and approved by Licensor)

LICENSOR INITIALS:

23

Tower Attachment License
Duke Communication Services - Livingston County

Site: 23209 : Howell Co-lo: KRS

EXHIBIT "D"

ANTENNA ATTACHMENTS TO TOWER

LICENSOR INITIALS:

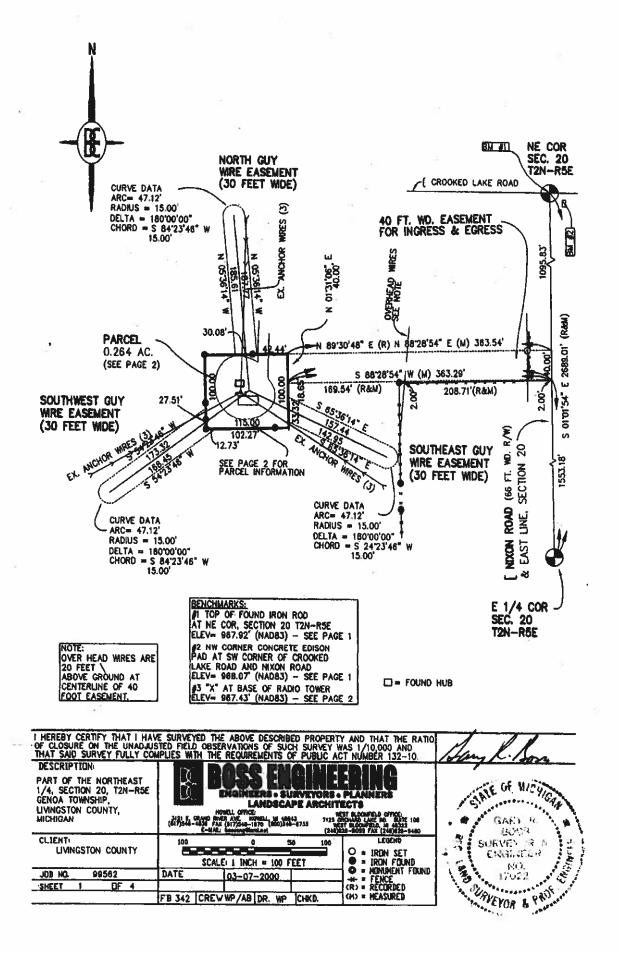
LICENSEE INITIALS: _

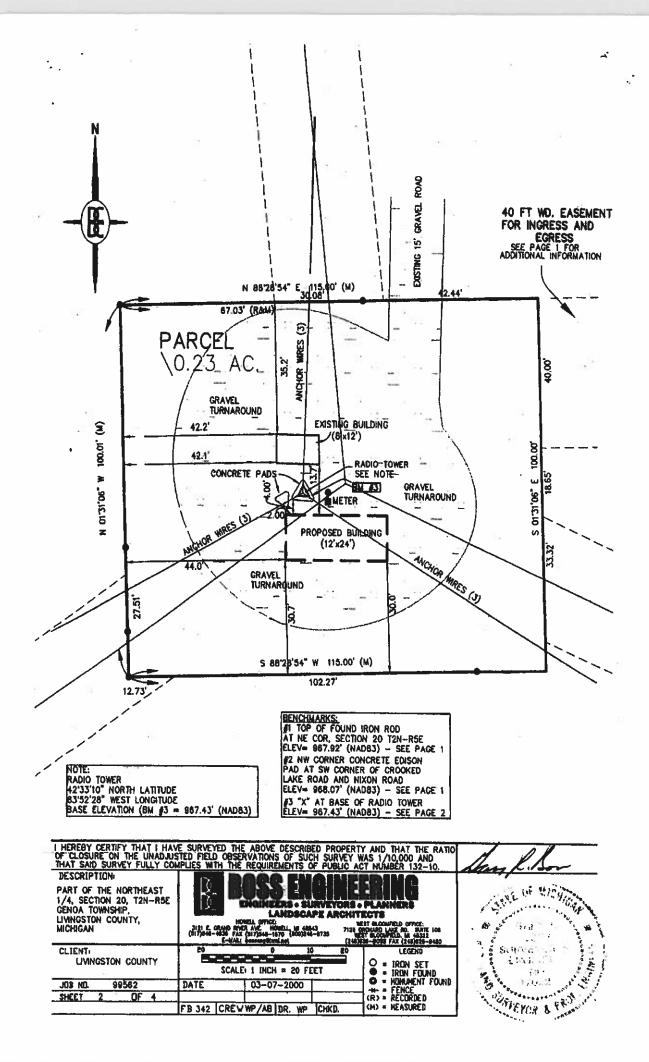
24

Tower Attachment License

Duke Communication Services – Livingston County

Site: 23209 : Howell Co-lo: KRS





PARCEL

Part of the Northeast 1/4 of Section 20, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northeast Corner of said Section 20; thence along the centerline of Nixon Road (66 foot wide Right of Way) and the East Line of said Section 20, S 01°01′54″ E, 1095.83 feet; thence along the Northerly Line of a 40 foot Wide Easement for Ingress and Egress, as described below, S 88°28′54″ W (previously described as S 89°30′48″ W), 363.54 feet to the POINT OF BEGINNING of the Parcel to be described; thence S 01°31′06″ E, 100.00 feet; thence S 88°28′54″ W (previously described as S 89°30′48″ W), 115.00 feet; thence N 01°31′06″ W (previously described as N 00°29′12″ W), 100.00 feet; thence N 88°28′54″ E (previously described as N 89°30′48″ E), 115.00 feet to the POINT OF BEGINNING; containing 0.26 acres more or less and including use of a 40 foot Wide Easement for Ingress and Egress, as described below. Also subject to any other easements or restrictions of record.

40 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS

Part of the Northeast 1/4 of Section 20, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northeast Corner of said Section 20; thence along the centerline of Nixon Road (66 foot wide Right of Way) and the East Line of said Section 20, S 01°01′54″ E, 1095.83 feet; to the POINT OF BEGINNING of the Easement to be described; thence continuing along the centerline of Nixon Road (66 foot wide Right of Way) and the East Line of said Section 20, S 01°01′54″ E, 40.00 feet; thence S 88°28′54″ E, 363.29 feet; thence N 01°31′06″ W, 40.00 feet; thence N 88°28′54″ E (previously described as N 89°30′48″ E), 363.54 feet; to the POINT OF BEGINNING.

SOUTHEAST GUY WIRE EASEMENT (30 feet wide)

Part of the Northeast 1/4 of Section 20, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northeast Corner of said Section 20; thence along the centerline of Nixon Road (66 foot wide Right of Way) and the East Line of said Section 20, S 01°01'54" E, 1095.83 feet; thence S 01°31'06" E, 58.65 feet to the POINT OF BEGINNING of the Easement to be described; thence S 65°36'14" E, 157.44 feet; thence along the arc of a curve right, 47.12 feet, said curve has a radius of 15.00 feet, a central angle of 180°00'00" and a chord which bears S 24°23'46" W, 15.00 feet; thence N 65°36'14" E, 142.95 feet; thence N 01°31'06" W, 33.32 feet to the POINT OF BEGINNING.

SOUTHWEST GUY WIRE EASEMENT (30 feet wide)

Part of the Northeast 1/4 of Section 20, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northeast Corner of said Section 20; thence along the centerline of Nixon Road (66 foot wide Right of Way) and the East Line of said Section 20, S 01°01'54" E, 1095.83 feet; thence S 01°31'06" E, 100.00 feet thence S 88°28'54" W. 102.27 feet to the POINT OF BEGINNING of the Easement to be described; thence S 54°23'46" W, 168.45 feet; thence along the arc of a curve right, 47.12 feet, said curve has a radius of 15.00 feet, a central angle of 180°00'00" and a chord which bears S 84°23'46" W, 15.00 feet; thence N 54°23'46" E, 173.32 feet; thence S 01°31'06" E, 27.51 feet; thence N 88°28'54" E, 12.73 feet to the POINT OF BEGINNING.

NORTH GUY WIRE EASEMENT (30 feet wide)

Part of the Northeast 1/4 of Section 20, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northeast Corner of said Section 20; thence along the centerline of Nixon Road (66 foot wide Right of Way) and the East Line of said Section 20, S 01°01'54" E, 1095.83 feet; thence S 88°28'54" W, 405.98 feet to the POINT OF BEGINNING of the Easement to be described; thence S 88°28'54" W, 30.08 feet; thence N 05°36'14" E, 185.61 feet; thence along the arc of a curve right, 47.12 feet, said curve has a radius of 15.00 feet, a central angle of 180°00'00" and a chord which bears N 84°23'46" E, 15.00 feet; thence S 05°36'14" E, 187.77 feet to the POINT OF BEGINNING.

Job Number: 99562

Sheet: 3 OF 3

BOSS ENGINEERING ENGINEERS & SURVEYORS

3121 East Grand River • Howell, Michigan 48843 Phone (517)546-4836 • Brighton (810)229-4773 • Fax (517)548-1670



Bearings were established from a previous survey by BOSS ENGINEERING, Job #88129, as recorded in Liber 1309, Page 0103, Livingston County Records.

REFERENCES:

- Survey by BOSS ENGINEERING, Job #88129, as recorded in Liber 1309, Page 0103, Livingston County Records.
- 2. Survey by Trico Surveying & Mapping (Ellettsville, Indiana), dated 3/03/1999

WITNESSES:

Northeast Corner, Section 20, T2N-R5E
Found ½" Iron, CL/CL Nixon and Crooked Lake Roads
S16°W 4.23' Fd ½" Iron Rod
N45°E 47.24' Fd Boss iron
S45°E 54.45' NE Corner 4.8'x1.8' Pedestal
S20°W 91.75' Fd. Fence Corner
S45°W 42.34' Fd. Boss N/T E/S Oak
N35°W 36.60' Stop Sign

East ¼ Corner, Section 20, T2N-R5E

Found ½" Iron, +/- 0.25' below grade, Nixon Road

N85°E 39.76' Fd Nail E/S 30" Oak

East 33.40' Fd ½" Iron, 0.40'+/- above ground

S75°W 31.57' Found Nail S/S Osage Orange Tree

West 33.14' Fd ½" Iron Pipe, +/-0.30'above ground

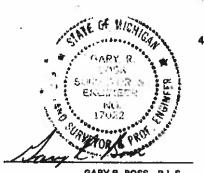
99562d 12/20/1999

Job Number: 99562

Sheet: 4 OF 3

BOSS ENGINEERING ENGINEERS & SURVEYORS

\$121 East Grand River • Howell, Michigan 48843 Phone (517)546-4836 • Brighton (810)229-4773 • Fax (517)546-1870



RESOLUTION NO: 2025-03-032

LIVINGSTON COUNTY DATE: March 24, 2025

Resolution to Submit the Estimated 2026 General Fund Budget to the Tax Allocation Board – Fiscal Services

WHEREAS, the Tax Allocation Board meets yearly to review the proposed budgets of each respective township, school district and the County; and

WHEREAS, in compliance with statutory requirement, the Tax Allocation Board will meet on Monday, April 21, 2025.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the submission of the attached Estimated 2026 General Fund Budget for Livingston County to the Tax Allocation Board.

#

MOVED: SECONDED: CARRIED:



LIVINGSTON COUNTY

Estimated 2026 General Fund Budget

	ACTUAL 2023	ACTUAL 2024 (PRE-AUDIT)	BUDGET 2025	ESTIMATED 2026
REVENUE				
Judicial	3,329,992	3,529,799	3,088,070	3,247,398
Sheriff	4,846,063	4,726,770	4,782,437	4,766,277
Other Public Safety	41,744	16,494	20,738	20,738
Infrastructure & Development	1,823,484	1,899,400	1,907,201	1,867,220
Health & Human Services	228,808	223,678	227,900	226,732
General Government	51,760,409	53,229,834	54,316,687	57,153,863
TOTAL REVENUE	62,030,501	63,625,976	64,343,033	67,282,228
EXPENDITURES				
Judicial	11,799,708	13,113,016	14,605,902	16,074,691
Sheriff	20,297,039	26,056,535	26,945,717	28,408,079
Other Public Safety	1,223,375	1,228,436	1,331,489	1,268,973
Infrastructure & Development	4,539,136	7,401,587	5,413,309	5,622,725
Health & Human Services	1,348,679	2,272,871	3,099,419	3,398,605
General Government	10,391,560	11,659,740	13,298,927	12,509,154
TOTAL EXPENDITURES	49,599,497	61,732,185	64,694,763	67,282,228

^{*} This budget reflects a general forecast and not the approved annual operating budget for 2026

I hereby certifify that I have received the 2026 Estimated Tax Allocation Board budget and found it to be in good order and an appropriate representation.

Nicholas J. Fiani

Cynthia Arbanas

RESOLUTION NO: 2025-03-033

LIVINGSTON COUNTY DATE:

Resolution Authorizing the Issuance of Purchase Orders for Annual Software Maintenance and Renewals – Information Technology

March 24, 2025

- **WHEREAS,** Livingston County has a need for regular annual and multi-year software renewals for the maintenance and support of mission critical an operational software; and
- WHEREAS, Livingston County currently has systems from, Central Square Technologies, Tyler Technologies, I3 (Image soft), People Driven Technologies, & CDWG for the annual software maintenance and renewals for One Solution Public Safety, Munis, OnBase, VM-ware, & Microsoft in need of renewal due to licensing and contracts expiring; and
- **WHEREAS,** Livingston County Information Technology department budgeted funds in the amounts to cover these software licenses and maintenance renewals in the 2025 Information technology budget for the purposes of these renewals; and
- **WHEREAS,** in accordance with the County's Purchasing Policy, all renewals are either governmental cooperative agreements or exempted as standard County software renewals: and
- **WHEREAS,** Central Square Technologies. of Ann Arbor, Michigan, an invoice for the 2025 software renewal in the amount of \$379,599.52 for a contract period of one (1) year to be paid; and
- **WHEREAS,** Tyler Technologies of Ann Arbor, Michigan, an invoice for the 2025 software renewal in the amount of \$101,689.67 for a contract period of one (1) year to be paid; and
- WHEREAS, I3 Imagesoft LLC (Hyland Software). of Ann Arbor, Michigan, an invoice for the 2025 software renewal in the amount of \$105,292.76 for a contract period of one (1) year to be paid; and
- **WHEREAS,** People Driven Technologies of Wixom, Michigan, invoices for the 2025 software renewal in an estimated amount of \$168,000.00 for a contract period of one (1) year to be paid; and
- **WHEREAS,** CDWG of Chicago, Illinois, an invoice for the 2025 software renewal in the amount of \$1,073,714.07 for a contract period of three (3) years to be paid annually in the amount of \$357,904.69.
- **THEREFORE, BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes the renewal of Central Square Technologies of Ann Arbor, Michigan, for the 2025 software renewal in the amount of \$379,599.52 for a contract period of one (1) year to be paid; and Tyler Technologies of Ann Arbor, Michigan, for the 2025 software renewal in the amount of \$101,689.67 for a contract period of one (1) year to be paid; I3 Imagesoft LLC (Hyland Software). of Ann Arbor, Michigan, for the 2025 software renewal in the amount of \$105,292.76 for a contract period of one (1) year to be paid; and People Driven Technologies of Wixom, Michigan, for the 2025 software renewal in the estimated amount of \$168,000.00 for a contract period of one (1) year to be paid; and to CDWG of Chicago, Illinois, for the 2025 software renewal

RESOLUTION NO: 2025-03-033

PAGE: 2

in the amount of \$1,073,714.07 for a contract period of three (3) years to be paid annually in the amount of \$357,904.69.

BE IT FURTHER RESOLVED that the Chair of the Livingston County Board of Commissioners, or the County Administrator if Policy permits, is authorized to sign all forms, assurances, contracts, agreements, renewals and future amendments related to the above upon review and/or preparation of Civil Counsel.

#

MOVED: SECONDED: CARRIED:



Remittance:
Tyler Technologies, Inc (FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Page 1 of 2

Invoice No 045-494079

12/01/2024 Date

Questions:Tyler Technologies- ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com



LIVINGSTON COUNTY ATTN: CINDY CATANACH 304 EAST GRAND RIVER AVENUE HOWELL, MI 48843 Bill Ta

LIVINGSTON COUNTY ATTN: CINDY CATANACH 304 EAST GRAND RIVER AVENUE HOWELL, MI 48843 Ship Ta

Cust NoBillTo-ShipTo 48151 - MAIN - MAIN	-ShipTo - MAIN	Ord No PC 218362	PO Number	Currency USD		<i>Terms</i> NET45	Due Date 01/15/2025
Contract Date	Descripti	ption			Units	Rate	Extended Price
Contract No.: LIVINGSTON COUNTY, MI	STON COU	NTY, MI				((((1
20/Dec/2012	TYLER (Cycle: St	TYLER UNLIMITED CLIENT ACCESS MAINTENANCE Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	S MAINTENANCE c/2025		.	2,700.00	2,700.00
20/Dec/2012	SUPPO	SUPPORT & UPDATE LICENSING - PAYROLL W/ESS	PAYROLL W/ESS			4,494.13	4,494.13
A	Cycle: St	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	ic/2025				
28 Dec/2012	SUPPO	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	ACCOUNTS RECEIVAB		~	3,070.52	3,070.52
nda	Cycle: Si	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	sc/2025				
200Dec/2012	SUPPO	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	ACCTG/GL/BUDGET/AF	0	-	14,584.95	14,584.95
' ag	Cycle: Si	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	c/2025				
20/Dec/2012	SUPPO	SUPPORT & UPDATE LICENSING - BID MANAGEMENT	BID MANAGEMENT		-	1,674.83	1,674.83
69	Cycle: S	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	sc/2025				
28/Dec/2012	SUPPORT	RT & UPDATE LICENSING- BUSINESS & VENDOR SELF	BUSINESS & VENDOR (SELF	-	2,791.38	2,791.38
232	Cycle: S	SERVICE Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	ac/2025				
20/Dec/2012	SUPPORT	RT & UPDATE LICENSING- EMPLOYEE EXPENSE	EMPLOYEE EXPENSE		~	1,674.83	1,674.83
	Cycle: Start	KEIMBORSEMEN I Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	ac/2025				
20/Dec/2012	SUPPOI	SUPPORT & UPDATE LICENSING - FIXED ASSETS	FIXED ASSETS		-	3,349.64	3,349.64
	Cycle: S	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	30/2025				
20/Dec/2012	SUPPO	SUPPORT & UPDATE LICENSING - GENERAL BILLING	GENERAL BILLING		-	1,395.70	1,395.70
	Cycle: S	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	tc/2025				
20/Dec/2012	SUPPORT	RT & UPDATE LICENSING- HUMAN RESOURCES	HUMAN RESOURCES			2,149.37	2,149.37
	MANAGEMEN I Cycle: Start: 01/	MANAGEMEN I Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	c/2025				
20/Dec/2012	SUPPORT	RT & UPDATE LICENSING - MUNIS OFFICE	MUNIS OFFICE		~	2,372.70	2,372.70
	Cycle: S	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	sc/2025				
20/Dec/2012	SUPPO	SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT	CONTRACT MANAGEM	ENT		1,646.90	1,646.90
	Cycle: S	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	c/2025				
20/Dec/2012	SUPPO	SUPPORT & UPDATE LICENSING - PROJECT & GRANT ACCOUNTING	PROJECT & GRANT AC	COUNTING		2,791.38	2,791.38
	Cycle: S	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	sc/2025				
20/Dec/2012	SUPPO	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	PURCHASE ORDERS			3,349.64	3,349.64
	Cycle: S	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	c/2025	,			
20/Dec/2012	SUPPO	SUPPORT & UPDATE LICENSING - REQUISITIONS	REQUISITIONS		-	2,791.38	2,791.38
	Cycle: S	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	sc/2025				
20/Dec/2012	SUPPO	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD	ROLE TAILORED DASH	IBOARD	-	2,372.70	2,372.70
	Cycle: S	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	sc/2025				
20/Dec/2012	SUPPO	SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT	TREASURY MANAGEM	ENT	-	2,791.38	2,791.38
	Cycle: S	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	ec/2025			!	1
20/Dec/2012	SUPPORT	RT & UPDATE LICENSING - TYLER CONTENT MANAGER	TYLER CONTENT MAN	AGER	τ-	5,582.75	5,582.75



Remittance:Tyler Technologies, Inc (FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice No 045-494079

12/01/2024

Invoice

2 of 2 Page

Questions:Tyler Technologies- ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

LIVINGSTON COUNTY ATTN: CINDY CATANACH 304 EAST GRAND RIVER AVENUE HOWELL, MI 48843 Bill Ta

LIVINGSTON COUNTY ATTN: CINDY CATANACH 304 EAST GRAND RIVER AVENUE HOWELL, MI 48843 $Ship \ T\alpha$

Cust NoBillTo-ShipTo 48151 - MAIN - MAIN	- <i>ShipTo</i> - MAIN	Ord No 218362	PO Number	Currency USD		<i>Terms</i> NET45	Due Date 01/15/2025
Contract Date	Description	ption			Units	Rate	Extended Price
,	Cycle: St	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	31/Dec/2025			5	
20/Dec/2012	SUPPORT	RT & UPDATE LICENSI	& UPDATE LICENSING - TYLER REPORTING SERVICES	RVICES	-	4,652.31	4,652.31
	Cycle: St	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	31/Dec/2025				
04/Nov/2013	TYLERS	YSTEM MANAGEMEN	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT		Ψ	20,250.97	20,250.97
P	Cycle: St	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	31/Dec/2025				
Mev/2013	SUPPOF FACILITI Cycle: St	SUPPORT & UPDATE LICENSING- WORK (FACILITIES MANAGEMENT Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	& UPDATE LICENSING- WORK ORDERS, FLEET & SMANAGEMENT :: 01/Jan/2025, End: 31/Dec/2025	<u>ల</u>		3,838.15	3,838.15
300Nov/2013	SUPPORT		& UPDATE LICENSING - FUEL INTERFACE		Υ-	1,060.74	1,060.74
age	Cycle: St	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	31/Dec/2025				
30(Nov/2013	SUPPORT	RT & UPDATE LICENSING - INVENTORY	NG - INVENTORY			3,070.52	3,070.52
0 c	Cycle: St	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	31/Dec/2025				
2000 Sec/2012	SUPPORT FINANCIAL Cycle: Starl		& UPDATE LICENSING-ANNUAL COMPREHENSIVE. REPORT :: 01/Jan/2025, End: 31/Dec/2025	SIVE		3,070.52	3,070.52
23/Sep/2014	SUPPORT Cycle: Start	SUPPORT & UPDATE LICENSING - INTERF Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	& UPDATE LICENSING - INTERFACE TO BMI TRACKING: 01/Jan/2025, End: 31/Dec/2025	ACKING	-	1,060.74	1,060.74
20/Dec/2012	SUPPORT Cycle: Start	RT & UPDATE LICENSING - TYLER art: 01/Jan/2025, End: 31/Dec/2025	& UPDATE LICENSING - TYLER FORMS PROCESSING :: 01/Jan/2025, End: 31/Dec/2025	SSING		3,101.54	3,101.54

Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software. Order your checks and forms from **ATTENTION**

\$0.00

101,689.67

Subtotal

Sales Tax

101,689.67

Invoice Total



i3-ImageSoft, LLC an i3Verticals Company

ImageSoft 200 W. 2nd St. # 582 Royal Oak, MI 48068

ES-MaintenanceRenewals@i3verticals.com

Livingston County, MI 304 E Grand River Ave Suite 203 Howell, MI 48843-2488

Maintenance Invoice

Date	Maintenance
1/8/2025	MAIN5806

Maintenance Period: 2/1/2025 - 1/31/2026

P.O. No.	Due Date	Rep
PROFORMA	1/31/2025	TZARZYCKI

Item	Description	Qty	Serial Number	Maint. End Date	Cost	Total
	OnBas	e Sof	tware			
OB-ADMPI1-R	OnBase Document Composition Maintenance	1		1/31/2026	\$5,872.52	\$5,872.52
OB-APMPQ3-R	OnBase Query API - Initial 500 Queries per Hour Core Client	1		1/31/2026	\$0.00	\$0.00
OB-ARMPI1-R	OnBase Archival API Maintenance	1		1/31/2026	\$0.00	\$0.00
OB-BCMPI1-R	OnBase Bar Code Generator Maintenance	1		1/31/2026	\$0.00	\$0.00
OB-DPMPW1-R	OnBase Document Import Processor Maintenance	1		1/31/2026	\$1,468.13	\$1,468.13
OB-ERMPI1-R	OnBase Exception Reporting Maintenance	1		1/31/2026	\$1,043.52	\$1,043.52
OB-FMMPI1-R	OnBase E-Forms Module Maintenance	1		1/31/2026	\$0.00	\$0.00
OB-GOVT-B- LOCAL-M-R	OnBase Local Gov't Licensing Bundle Maintenance	1		1/31/2026	\$5,217.64	\$5,217.64
OB-GV-B-MU2- AEMPI2-R	OnBase Local Govt Ent Application Enabler Maintenance	1		1/31/2026	\$5,233.93	\$5,233.93
OB-GV-B-MU2- CTMPC1-R	OnBase Local Government Concurrent Client Maintenance	3		1/31/2026	\$185.30	\$555.90
OB-GV-B-MU2- CTMPC1-R	OnBase Local Government Concurrent Client Maintenance	1		1/31/2026	\$185.30	\$185.30

Item	Description	Qty	Serial Number	Maint. End Date	Cost	Total
OB-GV-B-MU2- CTMPC1-R	OnBase Local Government Concurrent Client Maintenance	1		1/31/2026	\$185.30	\$185.30
OB-GV-B-MU2- CTMPC1-R	OnBase Local Government Concurrent Client Maintenance	18		1/31/2026	\$179.91	\$3,238.38
OB-GV-B-MU2- CTMPC1-R	OnBase Local Government Concurrent Client Maintenance	2		1/31/2026	\$179.91	\$359.82
OB-GV-B-MU2- CTMPC1-R	OnBase Local Government Concurrent Client Maintenance	7		1/31/2026	\$190.87	\$1,336.09
OB-GV-B-MU2- CTMPC1-R	OnBase Local Government Concurrent Client Maintenance	2		1/31/2026	\$179.91	\$359.82
OB-GV-B-MU2- CTMPC1-R	OnBase Local Government Concurrent Client Maintenance	8		1/31/2026	\$169.58	\$1,356.64
OB-GV-B-MU2- CTMPN1-R	Local Government Named User Client Maintenance	3		1/31/2026	\$114.01	\$342.03
OB-GV-B-MU2- CTMPN1-R	Local Government Named User Client Maintenance	53		1/31/2026	\$117.45	\$6,224.85
OB-GV-B-MU2- DIMPW2-R	OnBase Local Gov't Prod Doc Imaging (Kofax or TWAIN) Maint.	2		1/31/2026	\$208.70	\$417.40
OB-GV-B-MU2- DSMPI1-R	OnBase Local Government Distriuted Disk Services Maintenance	1		1/31/2026	\$587.24	\$587.24
OB-GV-B-MU2- IAMPW1-R	OnBase Local Government Advanced Capture Maintenance	1		1/31/2026	\$2,608.82	\$2,608.82
OB-GV-B-MU2- IBSMPI1-R	OnBase Local Government Integration for BS&A Software Maint.	1		1/31/2026	\$2,214.16	\$2,214.16
OB-GV-B-MU2- IDMPC1-R	OnBase Full-Text Index Concurrent Client Autonomy IDOL Maint	5		1/31/2026	\$35.24	\$176.20
OB-GV-B-MU2- IMFMPI2-R	OnBase Local Government Image Forms Maintenance	1		1/31/2026	\$2,484.59	\$2,484.59
OB-GV-B-MU2- OUTMPI1-R	OnBase Local Govt Integration for MS Outlook Maintenance	1		1/31/2026	\$1,043.52	\$1,043.52
OB-GV-B-MU2- TIMPW1-R	OnBase Local Government Production Doc Imaging (TWAIN) Maint	1		1/31/2026	\$587.24	\$587.24
OB-GV-B-MU2- TIMPW2-R	OnBase Local Government Production Doc Imaging (TWAIN) Maint Agenda P	1	0.4.000	1/31/2026	\$228.05	\$228.05

Item	Description	Qty	Serial Number	Maint. End Date	Cost	Total
OB-GV-B-MU2- TIMPW2-R	OnBase Local Government Production Doc Imaging (TWAIN) Maint	2		1/31/2026	\$228.05	\$456.10
OB-GV-B-MU2- TIMPW2-R	OnBase Local Government Production Doc Imaging (TWAIN) Maint	2		1/31/2026	\$221.42	\$442.84
OB-GV-B-MU2- TIMPW2-R	OnBase Local Government Production Doc Imaging (TWAIN) Maint	1		1/31/2026	\$221.42	\$221.42
OB-GV-B-MU2- TIMPW2-R	OnBase Local Government Production Doc Imaging (TWAIN) Maint	7		1/31/2026	\$234.89	\$1,644.23
OB-GV-B-MU2- TIMPW2-R	OnBase Local Government Production Doc Imaging (TWAIN) Maint	1		1/31/2026	\$221.42	\$221.42
OB-GV-B-MU2- TIMPW2-R	OnBase Local Government Production Doc Imaging (TWAIN) Maint	1		1/31/2026	\$221.42	\$221.42
OB-GV-B-MU2- TIMPW2-R	OnBase Local Government Production Doc Imaging (TWAIN) Maint	1		1/31/2026	\$198.77	\$198.77
OB-GV-B-MU2- WLMPC1-R	OnBase Local Government Workflow Concurrent Client SL Maint.	1		1/31/2026	\$285.07	\$285.07
OB-GV-B-MU2- WLMPC1-R	OnBase Local Government Workflow Concurrent Client SL Maint.	3		1/31/2026	\$276.77	\$830.31
OB-GV-B-MU2- WLMPC1-R	OnBase Local Government Workflow Concurrent Client SL Maint.	2		1/31/2026	\$276.77	\$553.54
OB-GV-B-MU2- WLMPC1-R	OnBase Local Government Workflow Concurrent Client SL Maint.	7		1/31/2026	\$293.64	\$2,055.48
OB-GV-B-MU2- WLMPC1-R	OnBase Local Government Workflow Concurrent Client SL Maint.	2		1/31/2026	\$276.77	\$553.54
OB-GV-B-MU2- WLMPC1-R	OnBase Local Government Workflow Concurrent Client SL Maint.	8		1/31/2026	\$260.88	\$2,087.04

Item	Description	Qty	Serial Number	Maint. End Date	Cost	Total	
OB-GV-B-MU2- WLMPN1-R	OnBase Local Govt Workflow Named User Client SL Maint.	3		1/31/2026	\$199.56	\$598.68	
OB-GV-B-MU2- WLMPN1-R	OnBase Local Govt Workflow Named User Client SL Maint.	53		1/31/2026	\$205.55	\$10,894.15	
OB-GV-B-MU2- WTMPW1-R	OnBase Local Government Web Server Maintenance	1		1/31/2026	\$1,107.09	\$1,107.09	
OB-GWMPI1-R	OnBase Public Sector Constituency Web Access Maintenance	1		1/31/2026	\$522.06	\$522.06	
OB-PDFMPI1-R	OnBase PDF Framework Maintenance	1		1/31/2026	\$745.38	\$745.38	
OB-RHMPI1-R	OnBase Reporting Dashboards Maintenance	1		1/31/2026	\$2,608.82	\$2,608.82	
OB-SNMPI1-R	OnBase Single Sign-On for Microsoft Active Directory Service	1		1/31/2026	\$0.00	\$0.00	
OB-SSMPW1-R	OnBase Mailbox Importer Maintenance	1		1/31/2026	\$2,484.59	\$2,484.59	
OB-STIPI1	OnBase Status View	1		1/31/2026	\$0.00	\$0.00	
	ImageS	oft S	oftware				
IS-TSIGN-CAL1- M-R	ImageSoft TrueSign (Integrated Electronic Signature) Maint.	2		1/31/2026	\$24.99	\$49.98	
IS-TSIGN-CAL1- M-R	ImageSoft TrueSign (Integrated Electronic Signature) Maint.	5		1/31/2026	\$24.99	\$124.95	
IS-TSIGN-CAL1- M-R	ImageSoft TrueSign (Integrated Electronic Signature) Maint.	1		1/31/2026	\$24.99	\$24.99	
IS-TSIGN-CAL1- M-R	ImageSoft TrueSign (Integrated Electronic Signature) Maint.	4		1/31/2026	\$24.99	\$99.96	
IS-TSIGN-CAL1- M-R	ImageSoft TrueSign (Integrated Electronic Signature) Maint.	4		1/31/2026	\$24.99	\$99.96	
IS-TSIGN-M-R	ImageSoft TrueSign Custom Signature Module Maintenance	1		1/31/2026	\$2,499.62	\$2,499.62	
	Not F	Renev	ving				
CA-2405C002	Canon DR-M260, 60ppm/128ipm-5 Year AUR	1	HG311873	11/30/2026	0.0	0.0	
Not Expiring This Period							

Item	Description	Qty	Serial Number	Maint. End Date	Cost	Total
CA-2405C002	Canon DR-M260, 60ppm/128ipm-5 Year AUR	1	HG323784	2/28/2027	0.0	0.0
	Not F	Renev	wing			
CA-2646C002	Canon DR-C230 Scanner 30ppm/60ipm	1	JA325832	4/29/2026	0.0	0.0
CA-2646C002	Canon DR-C230 Scanner 30ppm/60ipm	1	JA325916	6/30/2026	0.0	0.0
CA-2646C002	Canon DR-C230 Scanner 30ppm/60ipm	1	JA325917	6/30/2026	0.0	0.0
CA-2646C002	Canon DR-C230 Scanner 30ppm/60ipm	1	JA327447	6/30/2026	0.0	0.0
	Se	rvice	es			
IS-CUSTOMER CARE-R	ImageSoft Customer Care Package	1		1/31/2026	\$12,319.50	\$12,319.50
	OnBas	e Se	rvices			
OB-EXSUP1-R	OnBase Extended Support Fee			0.0	\$18,014.76	\$18,014.76
PLEASE NOTE: Per Hyland, there is no longer a grace period for renewal payment. Any renewals not paid by the expiration date will incur a 10% late fee. Total: \$105,292.76						

Sales Tax has been calculated based on rates current as of invoice date. Customer is responsible for any tax increases based on payment date and for self-assessing any applicable taxes if none are collected.



Invoice No (1 of 1) 425260 **Date** 11/15/2024

Page 1 of 9

Superion, LLC, a CentralSquare Company 1000 Business Center Drive Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Livingston County Sophia Freni Information Technology 304 E. Grand River Ave. Howell MI 48843 United States Ship To

Livingston County Sophia Freni

Customer No	Customer Name	Customer PO #	Currency	Due Date
6125LG	Livingston County		USD	12/31/2024

	Description	Units	Rate	Extended
Quote No.	Q-191095			
1	ONESolution State Livescan Interface - Annual Maintenance Fee	1	2,519.53	2,519.53
	Maintenance: Start:1/1/2025, End: 12/31/2025			
2	ONESolution Police-to-Police - Annual Subscription Fee	1	0.00	0.00
	Maintenance: Start:1/1/2025, End: 12/31/2025			
3	JMS-MS DISPLAY - Annual Maintenance Fee	1	1,926.70	1,926.70
	Maintenance: Start:1/1/2025, End: 12/31/2025			
4	JMS-MS DISPLAY - Annual Maintenance Fee	1	9,880.46	9,880.46
	Maintenance: Start:1/1/2025, End: 12/31/2025			
5	ONESolution Generic CAD Event Export-Law/Fire/EMS Annual Subscription Fee - Annual Subscription Fee	1	3,630.00	3,630.00
	Maintenance: Start:1/1/2025, End: 12/31/2025			
6	ONESolution State/NCIC Messaging Software - Annual Maintenance Fee	1	5,928.30	5,928.30
	Maintenance: Start:1/1/2025, End: 12/31/2025			
7	ONESolution Rip & Run Printing/Faxing - Annual Maintenance Fee	1	2,223.10	2,223.10
	Maintenance: Start:1/1/2025, End: 12/31/2025			
8	ONESolution Residential Security Watch - Annual Maintenance Fee	1	395.22	395.22
	Maintenance: Start:1/1/2025, End: 12/31/2025			
9	ONESolution Records Management System - Annual Maintenance Fee	1	43,474.06	43,474.06
	Maintenance: Start:1/1/2025, End: 12/31/2025			



Invoice No (1 of 1) 425260 **Date** 11/15/2024

Page 2 of 9

Superion, LLC, a CentralSquare Company 1000 Business Center Drive Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Livingston County Sophia Freni Information Technology 304 E. Grand River Ave. Howell MI 48843 United States Ship To

Livingston County Sophia Freni Information Technology 304 E. Grand River Ave. Howell MI 48843

United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
6125LG	Livingston County		USD	12/31/2024

	Description	Units	Rate	Extended
10	ONESolution RMS Training Module - Annual Maintenance Fee	1	922.18	922.18
	Maintenance: Start:1/1/2025, End: 12/31/2025			
11	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee	1	6,586.98	6,586.98
	Maintenance: Start:1/1/2025, End: 12/31/2025			
12	ONESolution Quartermaster - Annual Maintenance Fee	1	1,449.14	1,449.14
	Maintenance: Start:1/1/2025, End: 12/31/2025			
13	ONESolution Property & Evidence - Annual Maintenance Fee	1	1,712.61	1,712.61
	Maintenance: Start:1/1/2025, End: 12/31/2025			
14	ONESolution Pawn Shop/Pawn Watch - Annual Maintenance Fee	1	922.18	922.18
	Maintenance: Start:1/1/2025, End: 12/31/2025			
15	ONESolution Parking Ticket Administration - Annual Maintenance Fee	1	1,844.35	1,844.35
	Maintenance: Start:1/1/2025, End: 12/31/2025			
16	ONESolution Pagegate Interface - Annual Maintenance Fee	1	296.42	296.42
	Maintenance: Start:1/1/2025, End: 12/31/2025			
17	ONESolution RMS OpCenter - Annual Maintenance Fee	1	6,586.98	6,586.98
	Maintenance: Start:1/1/2025, End: 12/31/2025			
18	ONESolution Notification - Annual Maintenance Fee	1	7,410.36	7,410.36
	Maintenance: Start:1/1/2025, End: 12/31/2025			
19	ONESolution Northpointe Classification System Interface - Annual Maintenance Fee	1	1,482.08	1,482.08
	Maintenance: Start:1/1/2025, End: 12/31/2025			



Invoice No (1 of 1) 425260 **Date** 11/15/2024

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Superion, LLC, a CentralSquare Company 1000 Business Center Drive Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Livingston County Sophia Freni Information Technology 304 E. Grand River Ave. Howell MI 48843 United States Ship To

Livingston County Sophia Freni

Customer No	Customer Name	Customer PO #	Currency	Due Date
6125LG	Livingston County		USD	12/31/2024

	Description	Units	Rate	Extended
20	ONESolution Multi-Jurisdictional RMS Option - Annual Maintenance Fee	1	1,449.14	1,449.14
	Maintenance: Start:1/1/2025, End: 12/31/2025			
21	ONESolution Multi-Jurisdictional Dispatch Option - Annual Maintenance Fee	1	1,482.08	1,482.08
	Maintenance: Start:1/1/2025, End: 12/31/2025			
22	ONESolution Mugshot Capture Station Software-Add'l - Annual Maintenance Fee	1	922.18	922.18
	Maintenance: Start:1/1/2025, End: 12/31/2025			
23	ONESolution Mugshot Capture Station Software - Annual Maintenance Fee	1	1,630.27	1,630.27
	Maintenance: Start:1/1/2025, End: 12/31/2025			
24	ONESolution Mobile Server Software - Annual Maintenance Fee	1	16,806.67	16,806.67
	Maintenance: Start:1/1/2025, End: 12/31/2025			
25	ONESolution Mobile Field Reporting Server - Annual Maintenance Fee	1	9,208.62	9,208.62
	Maintenance: Start:1/1/2025, End: 12/31/2025			
26	ONESolution Michigan JIS Interface - Annual Maintenance Fee	1	1,976.11	1,976.11
	Maintenance: Start:1/1/2025, End: 12/31/2025			
27	ONESolution Medical ProQA/Paramount Interface - Annual Maintenance Fee	1	2,223.10	2,223.10
	Maintenance: Start:1/1/2025, End: 12/31/2025			
28	ONESolution Map Converter Software - Annual Maintenance Fee	1	1,037.44	1,037.44
	Maintenance: Start:1/1/2025, End: 12/31/2025			



Invoice No (1 of 1) 425260 **Date** 11/15/2024

Page 4 of 9

Superion, LLC, a CentralSquare Company 1000 Business Center Drive Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Livingston County Sophia Freni Information Technology 304 E. Grand River Ave. Howell MI 48843 United States Ship To

Livingston County Sophia Freni

Customer No	Customer Name	Customer PO #	Currency	Due Date
6125LG	Livingston County		USD	12/31/2024

	Description	Units	Rate	Extended
	Description		Nate	
29	ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee	29	131.75	3,820.65
	Maintenance: Start:1/1/2025, End: 12/31/2025			
30	ONESolution MFR Client-Citation - Annual Maintenance Fee	84	131.75	11,066.74
	Maintenance: Start:1/1/2025, End: 12/31/2025			
31	ONESolution MFR Client-Citation - Annual Maintenance Fee	1	129.16	129.16
	Maintenance: Start:1/1/2025, End: 12/31/2025			
32	ONESolution MFR Client-Arrest - Annual Maintenance Fee	84	79.07	6,641.47
	Maintenance: Start:1/1/2025, End: 12/31/2025			
33	ONESolution MFR Client-Arrest - Annual Maintenance Fee	1	77.48	77.48
	Maintenance: Start:1/1/2025, End: 12/31/2025			
34	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee	84	131.75	11,066.74
	Maintenance: Start:1/1/2025, End: 12/31/2025			
35	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee	1	129.16	129.16
	Maintenance: Start:1/1/2025, End: 12/31/2025			
36	ONESolution MFR Client - Annual Maintenance Fee	84	262.16	22,021.18
	Maintenance: Start:1/1/2025, End: 12/31/2025			
37	ONESolution MFR Client - Annual Maintenance Fee	1	256.70	256.70
	Maintenance: Start:1/1/2025, End: 12/31/2025			
38	ONESolution MCT Client-MAPS - Annual Maintenance Fee	152	45.84	6,968.20
	Maintenance: Start:1/1/2025, End: 12/31/2025			



Invoice No (1 of 1) 425260 **Date** 11/15/2024

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Superion, LLC, a CentralSquare Company 1000 Business Center Drive Lake Mary, FL 32746

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Bill To

Livingston County Sophia Freni Information Technology 304 E. Grand River Ave. Howell MI 48843 United States Ship To

Livingston County Sophia Freni

Customer No	Customer Name	Customer PO #	Currency	Due Date
6125LG	Livingston County		USD	12/31/2024

	Description	Units	Rate	Extended
39	ONESolution MCT Client-MAPS - Annual Maintenance Fee	29	52.70	1,528.19
	Maintenance: Start:1/1/2025, End: 12/31/2025			
40	ONESolution MCT Client-MAPS - Annual Maintenance Fee	1	51.66	51.66
	Maintenance: Start:1/1/2025, End: 12/31/2025			
41	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee	152	227.64	34,601.39
	Maintenance: Start:1/1/2025, End: 12/31/2025			
42	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee	29	262.16	7,602.56
	Maintenance: Start:1/1/2025, End: 12/31/2025			
43	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee	1	256.70	256.70
	Maintenance: Start:1/1/2025, End: 12/31/2025			
44	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee	20	88.92	1,778.30
	Maintenance: Start:1/1/2025, End: 12/31/2025			
45	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee	4	309.97	1,239.88
	Maintenance: Start:1/1/2025, End: 12/31/2025			
46	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee	1	77.48	77.48
	Maintenance: Start:1/1/2025, End: 12/31/2025			
47	ONESolution MCT Client AVL License - Annual Maintenance Fee	1	10,374.49	10,374.49
	Maintenance: Start:1/1/2025, End: 12/31/2025			



Invoice No (1 of 1) 425260 **Date** 11/15/2024

Page 6 of 9

Superion, LLC, a CentralSquare Company 1000 Business Center Drive Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Livingston County Sophia Freni Information Technology 304 E. Grand River Ave. Howell MI 48843 United States Ship To

Livingston County Sophia Freni

Customer No	Customer Name	Customer PO #	Currency	Due Date
6125LG	Livingston County		USD	12/31/2024

	Description	Units	Rate	Extended
48	ONESolution MCT Client AVL License - Annual Maintenance Fee	152	34.26	5,207.96
	Maintenance: Start:1/1/2025, End: 12/31/2025			
49	ONESolution MCT Client AVL License - Annual Maintenance Fee	29	39.53	1,146.24
	Maintenance: Start:1/1/2025, End: 12/31/2025			
50	ONESolution MCT Client AVL License - Annual Maintenance Fee	1	38.76	38.76
	Maintenance: Start:1/1/2025, End: 12/31/2025			
51	ONESolution Link Analysis - Annual Maintenance Fee	1	7,377.44	7,377.44
	Maintenance: Start:1/1/2025, End: 12/31/2025			
52	ONESolution Keefe Commissary Interface-Funds Level - Annual Maintenance Fee	1	1,482.08	1,482.08
	Maintenance: Start:1/1/2025, End: 12/31/2025			
53	ONESolution Jail Management System - Annual Maintenance Fee	1	8,892.41	8,892.41
	Maintenance: Start:1/1/2025, End: 12/31/2025			
54	ONESolution Jail Management System - Annual Maintenance Fee	1	1,037.44	1,037.44
	Maintenance: Start:1/1/2025, End: 12/31/2025			
55	ONESolution JMS VINE Interface - Annual Maintenance Fee	1	444.62	444.62
	Maintenance: Start:1/1/2025, End: 12/31/2025			
56	ONESolution JMS Generic Export Interface - Annual Maintenance Fee ONESolution JMS Generic Export Interface Maintenance: Start:1/1/2025, End: 12/31/2025	1	1,608.12	1,608.12



Invoice No (1 of 1) 425260

Date 11/15/2024 Page 7 of 9

Superion, LLC, a CentralSquare Company 1000 Business Center Drive Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Livingston County Sophia Freni Information Technology 304 E. Grand River Ave. Howell MI 48843 **United States**

Ship To

Livingston County Sophia Freni

Customer No	Customer Name	Customer PO #	Currency	Due Date
6125LG	Livingston County		USD	12/31/2024

	Description	Units	Rate	Extended
57	ONESolution IC Solutions Phone System Interface - Annual Maintenance Fee	1	741.04	741.04
	Maintenance: Start:1/1/2025, End: 12/31/2025			
58	ONESolution Fleet Vehicle Maintenance - Annual Maintenance Fee	1	395.22	395.22
	Maintenance: Start:1/1/2025, End: 12/31/2025			
59	ONESolution Fire ProQA/Paramount Interface - Annual Maintenance Fee	1	1,300.16	1,300.16
	Maintenance: Start:1/1/2025, End: 12/31/2025			
60	ONESolution Fire Arms Application Permit - Annual Maintenance Fee	1	395.22	395.22
	Maintenance: Start:1/1/2025, End: 12/31/2025			
61	ONESolution E911 Interface - Annual Maintenance Fee	1	2,223.10	2,223.10
	Maintenance: Start:1/1/2025, End: 12/31/2025			
62	ONESolution Crime Analysis - Annual Maintenance Fee	1	3,293.50	3,293.50
	Maintenance: Start:1/1/2025, End: 12/31/2025			
63	ONESolution Computer-Aided Dispatch System - Annual Maintenance Fee	1	38,148.50	38,148.50
	Maintenance: Start:1/1/2025, End: 12/31/2025			
64	ONESolution Civil Processing - Annual Maintenance Fee	1	1,870.70	1,870.70
	Maintenance: Start:1/1/2025, End: 12/31/2025			
65	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee	9	444.63	4,001.68
	Maintenance: Start:1/1/2025, End: 12/31/2025			



Invoice No (1 of 1) 425260 **Date** 11/15/2024

Page 8 of 9

Superion, LLC, a CentralSquare Company 1000 Business Center Drive Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Livingston County Sophia Freni Information Technology 304 E. Grand River Ave. Howell MI 48843 United States Ship To

Livingston County Sophia Freni

Customer No	Customer Name	Customer PO #	Currency	Due Date
6125LG	Livingston County		USD	12/31/2024

	Description	Units	Rate	Extended
66	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee	1	444.62	444.62
	Maintenance: Start:1/1/2025, End: 12/31/2025			
67	ONESolution CAD OpCenter - Annual Maintenance Fee	1	6,586.98	6,586.98
	Maintenance: Start:1/1/2025, End: 12/31/2025			
68	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee	7	1,185.64	8,299.45
	Maintenance: Start:1/1/2025, End: 12/31/2025			
69	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee	1	2,223.10	2,223.10
	Maintenance: Start:1/1/2025, End: 12/31/2025			
70	ONESolution CAD Console License - Annual Maintenance Fee	2	2,504.68	5,009.37
	Maintenance: Start:1/1/2025, End: 12/31/2025			
71	ONESolution CAD Client AVL License - Annual Maintenance Fee	8	592.84	4,742.71
	Maintenance: Start:1/1/2025, End: 12/31/2025			
72	ONESolution Barcoding Server License - Annual Maintenance Fee	1	922.18	922.18
	Maintenance: Start:1/1/2025, End: 12/31/2025			
73	ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee	10	420.24	4,202.45
	Maintenance: Start:1/1/2025, End: 12/31/2025			
74	ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee	1	472.58	472.58
	Maintenance: Start:1/1/2025, End: 12/31/2025			



Invoice No (1 of 1) 425260 **Date** 11/15/2024

Page 9 of 9

Superion, LLC, a CentralSquare Company 1000 Business Center Drive Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Livingston County Sophia Freni Information Technology 304 E. Grand River Ave. Howell MI 48843 United States Ship To

Livingston County Sophia Freni

Customer No	Customer Name	Customer PO #	Currency	Due Date
6125LG	Livingston County		USD	12/31/2024

	Description	Units	Rate	Extended
75	ONESolution Alpha Numeric Paging - Annual Maintenance Fee	1	2,223.10	2,223.10
	Maintenance: Start:1/1/2025, End: 12/31/2025			
76	ONESolution Accident Wizard - Annual Maintenance Fee	129	39.53	5,098.79
	Maintenance: Start:1/1/2025, End: 12/31/2025			
77	ONESolution Accident Wizard - Annual Maintenance Fee	1	38.76	38.76
	Maintenance: Start:1/1/2025, End: 12/31/2025			
78	ONESolution Accident Wizard Base Server License - Annual Maintenance Fee	1	1,317.38	1,317.38
	Maintenance: Start:1/1/2025, End: 12/31/2025			
79	ONESolution Accident - Annual Maintenance Fee	1	2,799.47	2,799.47
	Maintenance: Start:1/1/2025, End: 12/31/2025			

Maintenance: Start:1/1/2025, End: 12/31/2025		
Please include invoice number(s) on your remittance advice. ACH:	Subtotal	379,599.52
Routing Number 121000358	Tax	0.00
Account Number 1416612641 E-mail payment details to: Accounts.Receivable@CentralSquare.com	Invoice Total	379,599.52
Check:	Payments Applied	0.00
12709 Collection Center Drive Chicago, IL 60693	Balance Due	USD 379,599.52



CDW Government, LLC Microsoft Enterprise 6.6 Agreement Pricing

Enterprise Quote

Date 1/27/25 Account Manager Jeff

VSL Specialist Mike Buckley

Channel Price Sheet Month Jan

Unless otherwise noted, All Quotes expire upon current month's end

LIVINGSTON COUNTY

		Anı Customer to make	nual Payme		nts to CDW•G								
Microsoft Part #	Description Online Services	Level	Quantity		Price	Year	· 1 Extended	Ye Price	ar 2	2 Extended	Price	ear)	3 Extended
AAD-63092	M365 F3 Unified GCC Sub Per User	D	220	\$	88.11	\$	19,384.20	\$ 88.11	\$	19,384.20	\$ 88.11	\$	19,384.20
AAD-34700	M365 G3 Unified FSA Renewal GCC Sub Per User	D	630	\$	347.40	\$	218,862.00	\$ 347.40	\$	218,862.00	\$ 347.40	\$	218,862.00
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	D	85	\$	408.67	\$	34,736.95	\$ 408.67	\$	34,736.95	\$ 408.67	\$	34,736.95
6U1-00004	Power BI Premium USL GCC Sub Per User	D	5	\$	192.98	\$	964.90	\$ 192.98	\$	964.90	\$ 192.98	\$	964.90
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	D	905	\$	-	\$	-	\$ -	\$	-	\$ -	\$	-
	Software Assurance Products												
9GS-00135	CIS Suite Datacenter Core ALng SA 2L	D	72	\$	194.27	\$	13,987.44	\$ 194.27	\$	13,987.44	\$ 194.27	\$	13,987.44
H04-00268	SharePoint Server ALng SA	D	2	\$	1,298.26	\$	2,596.52	\$ 1,298.26	\$	2,596.52	\$ 1,298.26	\$	2,596.52
7JQ-00343	SQL Server Enterprise Core ALng SA 2L	D	16	\$	2,625.41	\$	42,006.56	\$ 2,625.41	\$	42,006.56	\$ 2,625.41	\$	42,006.56
7NQ-00292	SQL Server Standard Core ALng SA 2L	D	16	\$	684.73	\$	10,955.68	\$ 684.73	\$	10,955.68	\$ 684.73	\$	10,955.68
MX3-00117	Visual Studio Ent MSDN ALng SA	D	2	\$	1,138.30	\$	2,276.60	\$ 1,138.30	\$	2,276.60	\$ 1,138.30	\$	2,276.60
6VC-01254	Win Remote Desktop Services CAL ALng SA UCAL	D	100	\$	27.22	\$	2,722.00	\$ 27.22	\$	2,722.00	\$ 27.22	\$	2,722.00
9EA-00278	Win Server DC Core ALng SA 2L	D	64	\$	147.06	\$	9,411.84	\$ 147.06	\$	9,411.84	\$ 147.06	\$	9,411.84
					Total	\$	357,904.69	Total	\$	357,904.69	Total	\$	357,904.69
			Th	ree	Year Total	\$	1,073,714.07						

Notes

No Tax Referenced EA Renewal - 5697526 4/1/2025 Start Date

Terms and Conditions of sales and services projects are governed by the terms at: http://www.cdwg.com/content/terms-conditions/product-sales.aspx RESOLUTION NO: 2025-03-034

LIVINGSTON COUNTY DATE: March 24, 2025

Resolution Authorizing a Master Agreement Contract Renewal with Windstream for Telephone Service and Internet Services - Information Technology

WHEREAS, Windstream has been the County's telephone and internet service provider since 2016; and

WHEREAS, the current five-year contract expires August 6th, 2025; and

WHEREAS, due to the current existing contract and complex conversion of fiber-based circuit telephony service to Session Initiation Protocol (SIP) digital service over the existing fiber optic, we recommend continuing with Windstream; and

WHEREAS, renewing with Windstream for a twenty-four-month (24) contract will save the County monthly savings of \$601.12 and an annual savings of \$7,213.44 over the (24) month term; and

WHEREAS, funding was allocated in the 2025 Livingston County budget process and funds are available in the 2025 Livingston County Information Technology Department budget.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize and approve entering into a twenty-four (24) month master agreement with Windstream for telephone and internet services, to begin on April 15, 2025 through April 15, 2027.

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

#

MOVED: SECONDED: CARRIED: **RESOLUTION** NO: 2025-03-035

LIVINGSTON COUNTY DATE: March 24, 2025

Resolution Authorizing the addition of 5 Irregular Part Time positions – Emergency Medical Services

WHEREAS the EMS department continues to struggle to meet the increasing demand for EMS service in the community; and

WHEREAS, the EMS department has improved its current staffing level over the past 24 months, and we have done well at maintaining that level. Unfortunately, we struggle with backfilling time off requests and sick calls; and

WHEREAS, the most cost-effective way for us to meet the back fill needs of the department is the use of PT employees referred to as irregular part-time. We have qualified applicants ready to onboard, however we lack the authorized FTE to hire them; and

WHEREAS, the increased use of irregular part time employees will reduce the cost of overtime and mandatory work to the department and add no additional budgetary expense.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Addition of five (5) Irregular Part Time employees at 0.12 FTE each to the EMS department. **CURRENT:**

Position #	Description	Group	FTE	Status
65100302	PARAMEDIC IRREGULAR PT	NU	2.40	Α

PROPOSED:

Position #	Description	Group	FTE	Status
65100302	PARAMEDIC IRREGULAR PT	NU	3.00	Α

#

MOVED: SECONDED: CARRIED: David Feldpausch Director



Amy Chapman Deputy Director

1911 Tooley Rd * Howell, MI 48855 Business (517) 546-6220 * Fax (517) 546-6788 * Emergency 911 www.livgov.com

Memorandum

To: Livingston County Board of Commissioners

Fr: David Feldpausch, EMS Director

Date: 6-73-2024

Re: Resolution Authorizing the addition of three FTEs

We in EMS find ourselves struggling to cover time off requests, injuries, and sick call ins. This currently results in mandatory overtime which is very bad for department morale and employee engagement. We recently realized that we have expanded our full-time work force by 20% but have not expanded our irregular parttime workforce.

We rely on our irregular parttime work force to fill many of the voids in the schedule to back fill vacancies. We currently have qualified applicants available to hire but no vacant positions to place them in.

These positions have no negative impact on our budget. They are non-benefit positions and when they are able to fill vacancies, they eliminate the need for overtime and in some case double time pay for mandatory back fill.

I am requesting an additional 5 positions at 0.12 FTE each for a total of 0.6 additional FTEs in the irregular part to help offset the negative impacts of mandatory overtime and the excessive cost of backfill.

If you have any questions or comments, I always welcome them.

David Feldpausch dfeldpausch@livgov.com 517/294-1853

Livingston County, Michigan POSITION REQUEST/CHANGE FORM **CONTACT INFORMATION** Requester: Dave Feldpausch Title of Requester: EMS Director Date Requested: 2/20/2025 Dept. Phone Number/Extension: 517-546-6220 POSITION INFORMATION Position Title: IRR PT Paramedic/EMT Supervisor: Amy Chapman 1. Is the purpose of this request to fill a position as a result of a vacancy? If so, name of person last holding this position: 2. Is the purpose of this request to reclassify a current position? 3. Is the purpose of this request to change the scheduled hours of an existing position? Yes \lfloor From: To: If so, name of current incumbent: 4. Is the purpose of this request to transfer a current position? Proposed Department:_ If so, Current Department:____ Position Type: Regular Term/Grant Temp. Unpaid | Part-Time (21-29) Part-Time (20 or Less) Number of hours per week: Position Status: Full Time (30+) Justification of request / change of position (REQUIRED): Requesting an additional 5 IRR PT employees to back fill for vacation & sick time. Reduction in overtime costs. **FUNDING INFORMATION** 18.1202 hr./ 4,975.08 yr, Base Annual Salary:____ ____ This position is funded in whole or in part by a grant: Yes % Funded: Allocation (**Required**): Current: Org. 21065100 % 100 Proposed (If changing): Org. Special Revenue Fund Position will be funded by: General Fund **Enterprise Fund** Internal Service Fund **REQUIRED APPROVALS** Supervisor (if applicable) Department Head Date HR OFFICE ONLY Job Class: 6008/ 5013 Job Title: Paramedic /EMT Irregular PT 5021 - 6006 FTE: 0.083/0.12 Employee Group: NU 02.24.2025 **BUDGET OFFICE ONLY** Position Control # 65100302/65100303 org. 21065100 Funds Available: Yes V No Object Code: 704000 | 706000 | Comments: requires BOC approval reduction in overtime cost Budget Reviewed: Board Authorized on Date: Resolution #:

RESOLUTION NO: 2025-03-036

LIVINGSTON COUNTY DATE: March 24, 2025

Resolution Authorizing Use of General Fund Vision Tour Funds and an Agreement with Schafer Construction Inc. for the Construction of an EMS Base in Putnam Township – Emergency Medical Services

- WHEREAS, Livingston County EMS has analyzed response times and determined the need for additional EMS bases to meet the needs of some rural areas of the county that have been historically underserved as well as support the entire system in times of high demand; and
- WHEREAS, The expansion of rural EMS bases has been a multi-year process exploring many options and locations, a new base was opened last year in Fowlerville which has corrected the response time issue for that region as well as improved our overall response time data; and
- **WHEREAS,** The attached proposal would do the same for the communities of Putnam Township and Unadilla Township which remain underserved; and
- **WHEREAS,** Livingston County EMS has already hired the additional staffing to man these bases as well as expanded the number of ambulances. The EMS department is equipped to begin providing expanded services as soon as these facilities can be constructed; and
- WHEREAS, At the direction of the Board, plans were drawn and site plans approved for a very modest EMS base that will serve the citizens of Livingston County well for many years to come. These plans were recently sent out for public bid following the Livingston County procurement process; and
- **WHEREAS,** The review committee interviewed three (3) bidders and has chosen the bid from Schafer Construction Inc. for submission to the Board for final approval; and
- **WHEREAS,** The bid from Schafer Construction meets all the requirements in the RFP, was the low bid, had the fastest completion time, and is a local business.
- **THEREFORE, BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with Schafer Construction Inc. of Brighton, Michigan for the construction of the EMS base in Putnam Township for an amount not to exceed \$1,488,476. Funding from General Fund Vision Tour Committed Fund Balance is authorized for this project.
- **BE IT FURTHER RESOLVED** that the Chairman of the Livingston County Board of Commissioners, or the County Administrator if policy permits, is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.
- **BE IT FURTHER RESOLVED** that the Board of Commissioners authorizes any budget amendments or transfer of funds needed to effectuate the above.

#

MOVED: SECONDED: CARRIED: David Feldpausch Director



Amy Chapman Deputy Director

1911 Tooley Rd * Howell, MI 48855 Business (517) 546-6220 * Fax (517) 546-6788 * Emergency 911 www.livgov.com

Memorandum

To: Livingston County Board of Commissioners

Fr: David Feldpausch, EMS Director

Date: 2/19/2025

Re: Resolution Authorizing the construction of two ambulance bases

This one has been a long time coming and I know that it is a very big ask.

We recently completed the bid process for the two proposed EMS substations. We have been discussing these for several years now, so I am not sure how much history you want on the project.

EMS has studied our response times and discovered that several rural areas were underserved. Further analysis showed that it was physically not possible (travel times from existing bases) for us to meet our self-imposed response time requirement of ALS unit on scene in 15 Min or less 90% of the time. EMS requested ARPA funds to cover the capital costs of these bases because we simply do not have the ability to fund this level of capital outlay and are still paying on the bond from the construction of our Tooley Rd facility.

Recognizing that we had a significant unmet need EMS has been preparing for this over the past few years by increasing staffing and adding vehicles to the fleet for this expansion. We have positioned ourselves to accomplish this in hopes that these bases would become a reality while improving our service levels to the best of our ability in the meantime. We have already built in the majority of the operational cost for this expansion (personnel and equipment).

Step one was the Fowlerville base which has proven successful in reducing our response times to that portion of the county as well as reducing our overall response times. The addition of the proposed bases will allow EMS to cover the entire county within the current response time policy (see attached Isochrone map) when responding from an existing base. While covering the majority of the most populated portions of the county in 10 min or less. We will have occasional times when calls spike in certain areas and we will still have some response time challenges.

We are also in the process of implementing a new CAD system for EMS which will give us much better data and AI recommendations based on call history and current travel times to best determine how to deploy our resources.

David Feldpausch Director



Amy Chapman Deputy Director

1911 Tooley Rd * Howell, MI 48855 Business (517) 546-6220 * Fax (517) 546-6788 * Emergency 911 www.livgov.com

I am confident that the combination of these proposed bases and the new CAD system will dramatically improve the efficiency of the EMS department and reduce our response times to a level we can be proud of for the citizens of Livingston County.

I am extremely grateful for the support we have received form the Board and Administration as we continue to improve on our service to the citizens of the county.

If you have any questions or comments, I always welcome them.

David Feldpausch dfeldpausch@livgov.com 517/294-1853

PROBABLE COST STATEMENT

LIVINGSTON COUNTY EMS - PUTNAM TOWNSHIP SUBSTATION PROJECT TOTAL:

Lindhout Associates architects aia pc

10465 citation drive, brighton, mi 48116

www.lindhout.com 810-227-5668 (fax) 810-227-5855

Livingston Couty EMS - Putnam Township Substation Project

COMM. NO. 24061

\$1,488,475.65

OVERALL PROJECT PROBABLE COST STATEMENT			RE	EVISED - 02/20/2
COMPONENT DESCRIPTION	UNITS	UNIT COST	TOTAL	
BUILDING CONSTRUCTION COSTS				
Schafer Construction, Inc Base Bid (Including \$100K Contigency Fund & \$10K Utility Allowance)			\$1,359,683.00	
Schafer Construction, Inc Post Bid Add (Revised bid, budgeted well depth increased from 50' to 100')			\$5,500.00	
Schafer Construction, Inc Alternate #1 Credit if Awarded of Both Projects.			-\$18,352.00	
				\$1,346,831.0
		COST OF BU	LDING CONSTRUCTION:	\$1,346,831.0
RCHITECTURAL & ENGINEERING FEES				
REMAINING ARCHITECTURAL FEE (7.14% of Bid = \$96,163.73 Overall Fee, Less \$56,086.07 Billed to Date)			\$40,077.66	
				\$40,077.6
MISCELLANEOUS OWNER EXPENSES				
IT ALLOWANCE - County IT Dept. (Per provided 2/19/25 Cost Breakdown)	1 l.s.	\$91,566.99	\$91,566.99	
FURNITURE/FURNISHINGS BUDGET - By Owner	1 l.s.	\$10,000.00	\$10,000.00	
				\$101,566.9

PROPOSAL-ALL TRADES

TO:

Livingston County Purchasing Department

304 East grand River, Suite #204

Howell, Michigan 48843

PROJECT:

Livingston County EMS - Putnam Township Substation Project

3280 W M-36 Pickney, MI 48169

ARCHITECT: Lindhout Associates architects aia pc

10465 Citation Drive Brighton, MI 48116

PROPOSALS

Schafer Construction, Inc. proposes to furnish all of the material, labor, necessary tools, expendable equipment and all utility and transportation services necessary to complete in a workmanlike manner the General Contract for All Trades in accordance with the Contract Documents for:

BASE PROPOSAL Architects Comm. No. 24061 for the sum of: Ine Million-three hundred Fifty nine thousand . S. xhundred eighty three Dollars (\$ 1,359,683)

as BASE PROPOSAL. Applicable Sales and Use Taxes are included.

ALTERNATE PROPOSALS

No. ONE (1) - If the contractor is bidding both the Livingston County EMS Putnam Township Substation project (ITB-LC-24-23) and the Livingston County EMS Cohoctah Township Substation project (ITB-LC-24-22), the bidding contractor is welcome to provide a voluntary DEDUCT that may reflect potential savings for the award of both projects.

Eighteen thousand threehoured fifty two Dollars (\$ 18,352).

Note: Alternate No.1 is a voluntary DEDUCTIVE credit that will be applied to each individual project and shall be provided in the same and/or varying amounts on each individual proposal form.

No. TWO (2) - DEDUCT for the use of Composite Shingles in lieu of the specified Metal Roofing System.

fifty three thousand and five-hundred Dollars (\$ 53,500).

Applicable Sales and Use Taxes are included in both Alternate Proposals.

FEES FOR ADDITIONAL WORK

- 01 For additional work performed by sub-contractors upon instruction by the Owner, the charges will be the actual cost of the sub-contract work plus a fee of 5 percent, which fee includes all of the charges of the undersigned for overhead and profit.
- For additional work performed by undersigned own forces, upon instructions of the Owner, the 02 charges will be the actual cost of all labor and materials plus a fee of 5 percent, which fee includes all of the charges for overhead and profit, to which will be added the actual cost of the insurance and applicable taxes.

ADDENDA

The undersigned acknowledges the receipt of the following Addenda and has included them in his proposal.

Addendum No. 1	Dated January 27, 2015
Addendum No. 2	Dated January 79, 2015
Addendum No.	Dated

BASE BID SUBSTITUTIONS

The Undersigned proposes the following list of materials, products or methods as direct substitutions for the Base Bid items. See "Base Bid Specification", Page IB-2 (Contractor may attach additional sheets if necessary). It being understood that items listed herein will not be considered in determining low bidders.

PRODUCT	MANUFACTURER	COST DIFFERENTIAL (ADD OR DEDUCT)

COMPLETION TIME

The Undersigned agrees to complete the total project in 120 consecutive calendar days maximum.

SUBCONTRACTORS

It is agreed by the Undersigned that all other Subcontractors names used in this Proposal, together with a Schedule of Values, will be forwarded to the architect 24 hours upon notice.

BID GUARANTY

Accompanying this proposal is a certified check, or bid bond, payable to the Livingston County, which sum, it is agreed, shall be forfeited as liquidated damages to Livingston County if the undersigned fails to execute the Contract for the above stated work after due notification of the award of Contract to the undersigned.

ACCEPTANCE

In submitting this proposal, it is understood that the right is reserved by Livingston County to reject any and all bids. It is agreed that bid may not be withdrawn for a period of 60 days after opening thereof.

DATE:	all lette	FIRM NAME: Schafer Construction, In
BY: Matt	. 1 . 1	TITLE: Presidat
ADDRESS:	102 East Grand River Ave,	Brighton, MI 48116
		J

CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT Michigan Public Act No. 517 of 2012

The undersigned, the owner, or authorized officer of the below-named company (the "Company"), pursuant to the compliance certification requirement provided in the Livingston County's Request For Proposal (the "RFP"), hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by the Livingston County as a result of the aforementioned RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the Livingston County's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

Schafer Construction, Inc.

Name of Company

Matthew N. Vetter-President

Name and Title of Authorized Representative

Signature

1 /5 / 2025

Date



Bid Bond

CONTRACTOR:

(Name, legal status and address)
Schafer Construction Inc
102 E. Grand River Ave.
Brighton, MI 48116

OWNER:

(Name, legal status and address)

Livingston County 304 E Grand Rive Ave, Suite 204 Howell, MI 48843

BOND AMOUNT: Five Percent of Accompanying Bid ----- (5%)

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company 605 Highway 169 North, Suite 800 Plymouth, MN 55441

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

Init.

(Name, location or address, and Project number, if any)
Livingston County EMS Sub-Station Putnam Township

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th	day of February, 2025	
Mell Velle	Schafer Construction Inc	
(Witness)		eal)
(witness)	(Title)	
	Atlantic Specialty Insurance Company	
(With a see	(Surety)	eal)
(Witness)	(Title)Susan L Small, Attorney-in-Fact	^

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Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: John L. Budde, Patrick E. Williams, Steven K. Brandon, Susan L. Small, T. J. Griffin, Terence J. Griffin, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

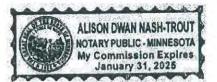
Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

STATE OF MINNESOTA HENNEPIN COUNTY Ву

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Dublic

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 5th day of February 2025

This Power of Attorney expires January 31, 2025



Kara L.B. Barrow, Secretary





Livingston County EMS Substations RFPs

To Whom it May Concern:

Schafer Construction has been rooted in the South-Eastern construction market for more than 25 years. In our time here, we have had the benefit of working on a very wide array of interesting, challenging, and unique construction and development projects. We are grateful for the opportunity to work with Livingston County and our EMS Department on these great projects that will benefit the local community.

It is our opinion that there are some areas of the drawing package that will need to be addressed and better defined prior to putting shovels in the ground, but they were complete enough for us to assign well-vetted pricing along with some clarifications.

We look forward to an opportunity to meet with the Leadership Team to discuss the ideas we have for potential Value Engineering savings and to investigate the best materials and equipment needed to maintain the budget and scheduling goals for the projects. These projects, while not overly large in scope, will present some challenges to overcome to not disrupt the operations of the two local Fire Departments and Putnam Township Hall and Senior Center during construction. With our long history of similar work done on and near occupied and essential First Responder facilities, we have systematized a project delivery method that achieves the project goals while still allowing for the building's users to remain safe and efficient in their daily work lives.

We are honored to have completed numerous, high-profile, projects for some of our area's finest. Howell Fire Department, Berkley Public Safety Department, Oceola Township, Putnam Township, and Marion Township are just a few to mention. I would be happy to get you in touch with any of their representatives if it would aid in your decision making.

Schafer has been a long-standing supporter of our First Responder community in numerous different ways through the years. I am proud to offer our First Responder Savings Program to the EMS Department on these projects. Should we find any savings during these projects, rather than keep these savings as is standard in a lump sum contract, we will refund this value in full to the project. This is simply a small way for us to say thank you to those that protect and serve in our local community.

Best regards,

Matt Vetter

President

Schafer Construction, Inc.





Project Clarifications:

- 1. Subsurface soils are planned to be reused for the projects, with all excess soils remaining onsite.
- 2. Earth-formed, trench-type foundations have been included.
- 3. The new well is planned to a depth of 50 feet, with a pump capable of producing 28 GPM at this depth. The final well design will be determined at the time of drilling.
- 4. Fire protection assumes that 28 GPM will be adequate, without the need for underground storage.
- 5. A 48 kW Generac generator with a 200A transfer switch has been included.
- 6. Projects are assumed to run concurrently with a one-month offset.
- 7. After evaluating the project design, we believe savings can be achieved in areas such as foundations, door hardware, overhead doors, and gates, among others.

Exclusions:

- 1. All "future" spaces indicated on the site plan.
- 2. Temporary access drives.
- 3. Well abandonment.
- 4. Final cores and door keying.
- 5. Environmental studies, including handling and testing.

Livingston County EMS Putnam Substation

Pickney, Michigan

Construction Cost Summary

February 7, 2025

Description	Est	imated Cost
Construction Testing	\$	12,000
Utility Relocation Allowance (Owner Provided)		10,000
Site Demolition, Earthwork & Utilities		138,133
Landscaping & Irrigation		14,500
Water Well		12,000
Foundations & Concrete		102,500
Masonry		75,500
Overhead Doors		80,000
Roofing & Siding		149,000
Doors & Glazing		48,000
Carpentry & General Trades		181,500
Interior Finishes		59,650
MEPs		235,000
Low Voltage / IT		Excluded
General Conditions		51,900
Municipal Permits & Fees		7,500
Specialty Items		14,000
Project Bonding & Insurance Premiums		21,500
Subtotal Cost:	\$	1,212,683
Construction Manager Fee:		47,000
Owner Contingency (Owner Provided):		100,000
Total Construction Cost:	\$	1,359,683



SCHAFER CONSTRUCTION, INC. PRELIMINARY PROJECT SCHEDULE LIVINGSTON COUNTY EMS PUTNAM SUBSTATION February 7, 2025

D	Task Name	Start	Finish	Qtr 1, 2025			Qtr 2, 2025			Qtr 3, 2025	_
1	Preconstruction Activities	Wed 2/5/25	Wed 3/19/25	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2	RFP Response	Wed 2/5/25	Wed 2/5/25	♦ 2/5	•						
3	Interview		Wed 2/12/25	♦ 2/12							
4	County Board of Commissioners Meeting	Mon 2/24/25			2/24						
† 5	Contract Execution	Tue 2/25/25	Tue 2/25/25								
					2/25						
3	Submit for Building Permit		Wed 2/26/25	•	2/26						
7	Permit Approval & Pickup		Wed 3/19/25		♦ 3/1	9					
3	Project Staggering	Wed 3/19/25	Sun 5/4/25								
9	Construction Activities	Mon 5/5/25	Tue 9/2/25				₩			-	
0	Mobilization & Setup	Mon 5/5/25	Mon 5/5/25				♦ 5/5				
1	Soil Erosion Control & Temporary Protections	Mon 5/5/25	Mon 5/5/25				1				
2	Site Clearing & Demolition	Tue 5/6/25	Wed 5/7/25								
3	Earthwork & Site Utilities	Thu 5/8/25	Tue 5/27/25								
4	Construct Building Pad	Mon 5/26/25	Mon 5/26/25				1				
5	Foundations	Tue 5/27/25	Mon 6/2/25								
6	Rough Carpentry	Thu 6/5/25	Tue 7/1/25								
7	Underground MEP's	Mon 6/23/25	Wed 7/2/25								
8	Masonry & Façade	Mon 6/30/25	Thu 7/31/25								
9	Roofing	Thu 7/3/25	Wed 7/16/25								
0	Interior Concrete	Wed 7/9/25	Fri 7/11/25						-		
1	MEP's	Mon 7/14/25	Wed 8/20/25								
2	Interior Finishes	Wed 8/13/25	Fri 8/29/25								
3	Site Paving & Landscaping	Mon 8/18/25	Fri 8/29/25								
4	Final Cleaning	Fri 8/29/25	Fri 8/29/25								
5	Final Inspections	Thu 8/28/25	Tue 9/2/25							<u>.</u>	
	,										0/0
6	Substantial Completion	Tue 9/2/25	Tue 9/2/25							•	9/2







LC EMS Substations Interview - revised well depths

Jason Lipa <jlipa@schaferconstruction.net>
To: hannah walker <hlw@lindhout.com>

Mon, Feb 17, 2025 at 4:55 PM

Cc: Matt Vetter <mvetter@schaferconstruction.net>, Josh Pastor <jpastor@schaferconstruction.net>, Brad Alvord <bma@lindhout.com>

Hannah,

Additional well depth cost would be approximately \$5,500 for Putnam and \$6,900 for Cohoctah.

Let me know if you need anything else.

Thanks, Jason

Jason Lipa

Schafer Construction, Inc.

Cell (248) 308-4838

jlipa@schaferconstruction.net

From: hannah walker <hlw@lindhout.com>
Sent: Friday, February 14, 2025 3:10 PM
To: Jason Lipa <|lipa@schaferconstruction.net>

Subject: LC EMS Substations Interview - revised well depths

Good afternoon Jason,

[Quoted text hidden]

Livingston County New EMS E	Base Putnam Estimate								
Livingston County IT Department Cost Br	eak down								
Submitted Februrary 19, 2025									
Category	Description	Quantit	Per	Unit Price	Rou	gh Total Price	Estimated Actual	Estimate Vendor	Ongoing Annual Costs
Underground connection to the									
County owned fiber system Estimate	Putnam only	1	\$	35,000.00	\$	35,000.00		Ex2	0
Patch Cables	Patch Cables (for PC's patch panels, phones, etc.)	1	\$	750.00	\$	750.00		Monoprice	
Switch (48 port) (Qty 1)	Livingston Co: Switches for EMS	1	\$	10,200.00	\$	10,200.00		Logicalis	
Misc. Cabling (HDMI, etc.)		1	\$	500.00	\$	500.00		Monoprice	
Network Hardware (Racks Ect.)	Misc. Supplies	1	\$	1,500.00	\$	1,500.00		Additional supplies	
Network Cabling (Low Voltage wiring &	Network cables and Jacks,								
fire rated plywood)	Patch panels, TV wiring,	20	\$	800.00	\$	16,000.00		Safe & Sound	
	2- 3 Doors (Swipe & Key pad)								
County Door access and Camera Center	& 2 - 4 Cameras	1	\$	18,000.00	\$	18,000.00		Identify	
County Wi-fi Appliances	Extreme Networks	2	\$	1,200.00	\$	2,400.00		Amerinet	
County Computers		1	\$	3,500.00	\$	3,500.00			
Flat Panel Smart LG or Samsung TV		1		\$1,667.00	\$	1,667.00		CDWG	
Cisco Phone		1		\$750.00	\$	750.00			
Battery Backup		1		\$900.00	\$	900.00			
Trip Lite TV Wall Mount 60" - 100" Swivel Tilt Mount	Tripp Lite Display TV Wall Monitor Mount Swivel Tilt 60"- 100" Flat Screen	1	\$	250.00	\$	250.00		CDWG	
No internet service required	County Fiber		Ą	230.00	Ą	230.00		CDWG	
LG Sound Bar if needed	County Fiber	1	\$	149.99	\$	149.99		Amazon	
Totals		1	٧	143.33	\$	91,566.99	\$ -	Allazon	\$ -

RESOLUTION NO: 2025-03-037

LIVINGSTON COUNTY DATE: March 24, 2025

Resolution Authorizing the Approval of a Land Lease with Putnam Township for the Construction of an EMS Substation – Emergency Medical Services

- WHEREAS, Livingston County EMS has analyzed response times and determined the need for additional EMS bases to meet the needs of some rural areas of the county that have been historically underserved as well as support the entire system in times of high demand; and
- WHEREAS, The expansion of rural EMS bases has been a multi-year process exploring many options and locations, a new base was opened last year in Fowlerville which has corrected the response time issue for that region as well as improved our overall response time data; and
- **WHEREAS,** The attached proposal would do the same for the communities of Putnam TWP and Cohoctah TWP which remain underserved; and
- **WHEREAS,** The last remaining piece of the puzzle for the EMS base expansion is the land use. The attached lease was drafted by our County legal counsel and pending approval at both Putnam Township and Cohoctah Township.
- **THEREFORE, BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes entering into a land lease agreement at a rental rate of \$1 per year with Putnam Township for the construction of EMS substation upon review and approval by legal counsel.
- **BE IT FURTHER RESOLVED** that the Chairman of the Livingston County Board of Commissioners, or the County Administrator if Policy Permits, is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

#

MOVED: SECONDED: CARRIED: David Feldpausch Director



Amy Chapman Deputy Director

1911 Tooley Rd * Howell, MI 48855 Business (517) 546-6220 * Fax (517) 546-6788 * Emergency 911 www.livgov.com

Memorandum

To: Livingston County Board of Commissioners

Fr: David Feldpausch, EMS Director

Date: 2/19/2025

Re: Resolution Authorizing the land lease for the construction of two ambulance bases

This is the final piece of the EMS base expansion.

My hope is that the previous resolution was approved for the construction of the proposed EMS substations. If so, this resolution gets us \$0 access to the land from the townships for the EMS base use. The leases are 99 years and renewable in 5-year increments thereafter.

The agreement was drafted by our legal and has been reviewed by both Putnam and Cohoctah townships legal and are pending board approval.

If you have any questions or comments, I always welcome them.

David Feldpausch <u>dfeldpausch@livgov.com</u> 517/294-1853

GROUND LEASE AGREEMENT BETWEEN LIVINGSTON COUNTY AND PUTNAM TOWNSHIP

THIS	GROUND	LEASE	is	made	and	entered	into	this		day	of of
	, 2024, by	and between	een	PUTN A	AM T	OWNSE	IIP, _				
("Landlord") a	and the and I	LIVINGS	101	N COUN	NTY,	a municij	pal co	rporatio	n, with	an ado	dress
304 E Grand F	River Ave, Su	ite 201, H	owe	ell, MI 4	8843("Tenant").	_			

WITNESSETH:

WHEREAS, Landlord is the owner in fee simple of certain real property more particularly described on Exhibit A (the "Property"); and

WHEREAS, Landlord wishes to lease the Property to Tenant and Tenant wishes to the Lease the Leased Property from Landlord; and

WHEREAS, Landlord acknowledges that Tenant presently intends to construct, operate and maintain an emergency medical service ("EMS") base (the "EMS Base" or "Improvements") on the Leased Property; and

WHEREAS, Landlord desires to lease certain property to Tenant to operate the transportation system; and

NOW, THRERFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Landlord and Tenant agree as follows:

1. Lease.

- A. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Leased Property which shall be designated portion known as 3260 W M36, Pinckney 48169, MI, and legally described on Exhibit B, attached hereto and, together with a grant of right to utilize all of Landlord's easements and appurtenances in adjoining and adjacent land, highways, roads, streets and lanes, whether public or private, reasonably required for the installation, maintenance, operation and service of sewer, water, gas, power, communication, internet, other utility lines and for driveways and approaches to and from abutting highways, for the use and benefit of the Leased Property, to have and to hold the Leased Property during the Term of this Lease, an extended term, a holdover term or unless and until sooner terminated as expressly provided in this Lease, together with the easements and rights granted to Tenant as described in this Lease
- B. Landlord warrants that it has fee simple title to the Property and Leased Property and that the Leased Property shall be delivered to Tenant free and clear of all claims, obligations, mortgages, assessments, liens and encumbrances of any nature whatsoever.

- C. Landlord represents and warrants that there are no public or private restrictions, easements or conditions of any kind whatsoever, including, but not limited to, those appearing in the title to the Leased Property or in any plat thereof, nor any ordinances, statutes or regulations, including, but not limited to, set-back, side-yard and buffer restrictions, sign, curb-cut and parking requirements, that would in any manner prevent, limit or restrict the use of the Leased Property by Tenant for the Permitted Uses in the manner herein intended.
- D. Landlord also grants to Tenant, appurtenant to the leasehold estate, the easements and rights in the nature of easements required for Tenant's use of the Leased Property, including, but not limited to, perpetual, non-exclusive utility easements, storm water and sewer easements, detention easements, parking easements sufficient for Tenant's intended use of the Leased Property, and ingress/egress easements for vehicular and pedestrian access from and to the Leased Property from dedicated public roads over and across and through adjoining tracts and other necessary tracts.
- E. Landlord and Tenant shall execute and record, at Tenant's expense, a recordable Memorandum of Lease.

2. Term.

- A. The term of the Lease shall be ninety-nine (99) years from the Commencement Date, subject to termination as otherwise provided in this Lease (the "Term").
- B. Tenant shall have the right to renew the initial Term for up to ____ additional rental periods of five (5) years, by providing Landlord with written notice not less than 90 days prior to the expiration of the initial Term. Landlord agrees to accept the Rent set forth in this Lease for any extension or for any holdover. Such extended or holdover tenancy, in the absence of mutual written agreement to the contrary, shall be subject to all the terms of this Lease, except as to the Term.
- C. Notwithstanding the Term or any other provision of this Lease, Tenant may terminate this Lease for any reason upon one hundred eighty (180) calendar days written notice to Landlord. In the event of such early termination, the Landlords sole and exclusive remedy for such early termination shall be either the a. Tenant's surrender of the Improvements to the Landlord in as-in condition; or b. At the request of Landlord, and at Tenant's cost, the demolition and removal of the Improvements from the Leased Property.

3. Surrender.

A. At the expiration of the Term, an extended term, a holdover term, or the earlier termination of this Lease, Tenant agrees to surrender and deliver to Landlord the Leased Property including Improvements as then constituted and in as-is condition.

- B. Tenant at all times during the term of this Lease and prior to surrender Tenant reserves the right but not the responsibility to remove the Improvements from the Leased Property.
- C. Tenant shall have the right at any time during the Term an extended term, a holdover term, or the earlier termination of this Lease, to remove all or any furnishings and equipment from the Leased Property provided that such encumbrance shall at all times be subject and subordinate to, and shall not affect or become a lien upon, Landlord's right, title or estate in the land itself of the Leased Property.
- D. Tenant shall have the absolute right to pledge, encumber, or hypothecate its interest in the Improvements and in this Lease without the consent of Landlord.
- E. Tenant shall have the absolute right to assign or subcontract its interest in the Improvements and in this Lease without the consent of Landlord so long as for or in furtherance of a Permitted Use. Assignment for other than/in furtherance of a Permitted Use or a commercial purpose is not permitted without written consent of the Landlord.

4. <u>Use of the Leased Property.</u>

- A. <u>Construction of Improvements</u>: Tenant shall be solely responsible for the costs and all have discretionary authority over all design and construction and decisions regarding the Improvements, including but not limited to construction schedule, building design, layout, fixtures, and selection of contractor(s) or materials related to the construction of the Improvements. Tenant, at its own expense, shall furnish the EMS Base or the Improvements. Tenant will be responsible for obtaining any legally required licenses, permits or approvals required by any federal, state or local authority in connection with its use of the Leased Property. Landlord will reasonably cooperate with Tenant and provide the necessary documents to obtain such licenses, permits, and approvals
- B. <u>Permitted Uses</u>. Tenant shall use and occupy the Leased Property in connection with the provision of public services and staffing assigned the Tenants discretion. The public services are initially intended to be EMS services and any incidental and related business, but could also include future public safety services including, but not limited to a future established EMS authority, a multi-jurisdictional or regional EMS entity, law enforcement outpost, public health satellite, veterans affairs outreach, MSU extension or other non-commercial and non-residential public services.

In no case use the Leased Property be utilized by the Tenant for any activity deemed extra hazardous on account of fire. The Leased Property shall not be utilized by the Tenant or succession for residential/boarding uses incongruent with the operation of the township campus (such as group homes, homeless shelters, animal shelters) nor for commercial use without approval of Landlord. Tenant shall not use the Leased Property, or permit the Leased Property to be used, for the doing of any act or thing that constitutes a violation of any law, order, ordinance, or regulation of any government authority. Nothing in this Agreement shall be interpreted to require that the Tenant maintain of

services, provide a level of minimum staffing, or establish or maintain any hours of operation for services at the Leased Property. Tenant retains and shall have the sole and exclusive right to manage and operate all its operations and activities within appliable ordinances as to all matters not specifically and expressly limited by this Lease.

- C. Irrespective of any other provisions of this Lease, the obligations of Tenant under this Lease are conditioned upon Tenant's sole satisfaction of the following items: (i) the proper zoning of the Leased Property and issuance of appropriate permits for the construction of the contemplated Improvements and use thereof by Tenant; (ii) the issuance to Tenant of all permits, licenses and approvals by all public authorities which are required in order for Tenant to carry on its business or construct the contemplated Improvements upon the Leased Property; (iii) the soil and subsurface of the Leased Property conforming in their present condition to Tenant's requirements for construction and maintenance of the contemplated Improvements. If Tenant is not satisfied with any of the foregoing, the Lease shall terminate upon written notice to Landlord, and neither Party shall have any further rights, obligations or duties to the other.
- D. <u>Exterior Signage</u>. The EMS Base shall have an exterior sign that is consistent with County EMS branding. Tenant shall be solely responsible for the costs of the signage. Tenant shall have discretionary authority over all design and placement of such signage. Tenant shall manage design, fabrication installation of the signage. Landlord, without expense to itself, shall cooperate with Tenant in securing any permit and authority necessary, from time to time, for the erection or installation of said sign.

If a signage is erected, then upon the expiration of this lease, Tenant shall, at its own expense, remove said sign from the Leased Property, repair any damage to the Leased Property caused thereby, and restore the signage portion of the Leased Property to the same condition, reasonable use and wear thereof and damage by the elements excepted. Tenant shall comply with all applicable laws and regulations with regard to installation and removal.

- E. <u>Access</u>: Use or entry to the Improvements is restricted to personnel or invitees of the Tenant. Tenant shall permit authorized representatives of Landlord, with reasonable notice by the Landlord and at reasonable hours when the Improvements are staffed, access to the Leased Property provided that said limited access will not interfere unreasonably with the activities of Tenant or Tenant's employees.
- F. <u>Alterations Or Replacement of Improvements</u>. Tenant may, from time to time during the Term, an extended term or a holdover term, at its own expense and in its sole discretion remodel the Improvements, construct additional or replacement Improvements, install trade fixtures, and make such structural or nonstructural changes, alterations, additions, and improvements, on or to the Leased Property which it may deem necessary or desirable to better adapt, in the sole judgement of the Lessor, the Leased Property for the Permitted Uses, but same shall be done in a good and workmanlike manner and in accordance with all valid municipal and state requirements applicable thereto.

Upon the expiration of the Term, an extended term, a holdover term, or the earlier termination of this Lease, Tenant may remove such decorations, changes, alterations, additions, improvements, and trade fixtures installed by it on or to the Leased Property if such removal will not do substantial damage to the structural Improvements which may be surrendered to the Landlord. Any decorations, changes, alterations, additions, improvements, and trade fixture which are not removed by Tenant upon the expiration of the Term, an extended term, a holdover term, or the earlier termination of this Lease will become the sole property of Landlord.

- 5. <u>Carefree Lease.</u> It is expressly understood and agreed by Tenant that this is a carefree lease and that all costs, expenses, liabilities and obligations arising from, or in connection with, the use and occupancy of the Leased Property during the Term extended term, a holdover term shall, except as may be expressly otherwise provided herein, be borne by and be the obligations of Tenant.
- 6. Rent. Tenant covenants and agrees to pay One and NO/100 Dollar (\$1.00) per year to Landlord as rent for the Leased Property such rent to be payable to Landlord at Landlord's above address in advance, without any setoffs or deductions. At the Tenant's option, rent for multiple years or the entire Term, or for an extended term, may be paid in advance.
- 7. <u>Interest</u>. Any rent, late fees or other sums payable by Tenant to Landlord under this Lease which are not paid within thirty (30) days after the same are due will bear interest at a per annum rate equal to ten percent (10%) of the amount unpaid. Such interest shall be due and payable as additional rent on or before the next rental payment date, and will accrue from the date that such rent, late charges or other sums are payable under the provisions of this Lease until actually paid by Tenant.
- 8. <u>Utilities</u>. Tenant shall undertake and be responsible for having all utilities metered and installed in its name relating to the Leased Property, and agrees to pay, on or before the date due, all charges for same directly to the respective utility companies.
- 9. <u>Snow Removal, Lawn Maintenance</u>, Trash Removal Landlord shall be responsible for trash removal, lawn maintenance, landscaping and snow removal at the Leased Property. Special trash pickups or special services requested by the Tenant will be billed to the Tenant.
- 10. <u>Property Taxes</u>. The Parties acknowledge Landlord and Tenant are tax exempt. Tenant shall not be responsible for property taxes (as hereinafter defined) so long as Tenant is an entity exempt from property taxes. Landlord agrees to not to take any action or undertake any conveyance of the Leased Property which may jeopardize the tax-exempt status the Leased Property without prior notice and written approval by the Tenant.
- 11. <u>Maintenance of the Leased Property</u>. During the lease term, Tenant shall be responsible to keep and maintain the Leased Property in good repair and Tenant shall not allow, suffer or permit the condition of the Improvements to constitute a nuisance.

Landlord covenants to operate and maintain the parking areas and sidewalks in good repair. The Landlord and Tenant shall share, on a proportionate basis to the number of dedicated parking spaces reserved for use by the Tenant, the costs of resurfacing and repair of the parking area, ingress and egress driveways, and sidewalks. The Landlord shall obtain approval of the cost estimate and repairs by the Tenant prior to engaging in such repairs.

12. Insurance:

- A. Tenant, at all times during the Term of this Lease from and after the Commencement Date, at its expense will procure, maintain and keep in force commercial general liability insurance for claims for personal injury, death or property damage, occurring in or about the Leased Property, with limits of not less than \$2,000,000.00 in respect to death or injury of a single person, not less than in respect to any one accident, and not less than \$1,000,000.00 in respect to property damage. The minimum insurance limits in this paragraph shall be adjusted during the term of this Agreement at least intervals every five (5) years in an amount not less than the cumulative consumer prices index increase for the preceding five (5) year period.
- B. Tenant, at all times during the Term of this Lease from and after the Commencement Date, at its expense will procure, maintain and keep in force fire, extended coverage, vandalism and malicious mischief insurance on the Improvements to be constructed or installed on the Leased Property by Tenant and the Tenant's equipment for the insurable value thereof. In the event of any loss covered by such insurance, the proceeds therefrom shall be payable to Tenant.
- C. Certificates for all such insurance will be delivered to Landlord.
- D. Tenant may, at its option, provide the insurance required under this Section in a blanket policy or policies of insurance.

13. Destruction of the Improvements or Condemnation.

- A. If the Improvements on the Leased Property shall be damaged or destroyed by fire or other casualty, Tenant, may, but is not required to, reconstruct the Improvements or make necessary alterations, repairs and/or replacements to such Improvements. If Tenant elects, in is sole judgment to not reconstruct or make alterations, repairs or replacement, then Tenant may, by written notice to Landlord, cancel this Lease as of the date of such damage, with insurance proceeds being paid to Tenant. However, in such event, it shall be the responsibility of Tenant to, and Tenant shall bear the sole costs of demolition, dismantling and removal of the Improvements from the Leased Property,
- B. If the whole or portion of the Leased Property shall be appropriated or condemned under power of eminent domain or by any competent authority for any public or quasipublic use or purpose during the Term of this Lease, or any renewal or extension hereof, Tenant reserves unto itself the right to prosecute its claim for an award for damages for

the termination of this Lease and its loss of its interest under that Lease caused by such appropriation or taking, together with damages based on the value of fixtures and Improvements erected or installed on the Leased Property and other damages Tenant may sustain removal, relocation and replacement costs and expenses caused by such appropriation or taking. Such claim by Tenant shall not impair any rights of Landlord for such appropriation and taking of, or the injury to, the Landlord's interest in this Lease and or to Landlord's remainder interest in the Property. In such event, this Lease shall terminate when Tenant can no longer use the Leased Property

- 14. <u>Compliance with Law</u>. Tenant hereby covenants to Landlord that it will comply with all laws governing signage, outside storage, land use and other local requirements as well as county, state and federal laws applicable to the use and operation of the Leased Property.
- 15. Event of Default, Remedy, and Right to Cure
 - A. <u>Default</u>. The following shall each constitute an "Event of Default":
 - 1. Tenant fails to make any required payment due under this Lease.
 - 2. Tenant or Landlord fails to perform any obligation or condition or to comply with any term or provision of this Lease.
 - B. <u>Remedy</u>. Upon the occurrence of an Event of Default which continues for a period of thirty (30) days after receiving written notice of the default, if such Event of Default is not cured than the Party the right to terminate this Lease.
 - C. <u>Landlord and Tenant's Right to Cure Default</u>. If Landlord or Tenant shall fail to comply fully with any of its obligations under this Lease (including, without limitation, its obligations to pay rent, make repairs, maintain various policies of insurance, comply with all laws, ordinances and regulations and pay all bills for utilities), then the other Party shall have the right, at its option, after notice to the other Party to cure such breach at the other Parties expense.
- 16. <u>Covenant of Quiet Enjoyment</u>. Landlord covenants that Tenant, upon performing its covenants and agreements herein set forth, shall and may peacefully and quietly have, hold and enjoy said Leased Property during the term of this Lease.
- 17. <u>Notices</u>. All notices required or permitted under this Lease shall be deemed properly served if mailed to the addresses of the parties hereto. Unless hereinafter changed by notice in writing, notices shall be sent to:

Landlord:

Putnam Township Supervisor and Putnam Township Clerk, 3280 W M36, Pinckney MI. 48169

With copy to:

Putnam Township Fire Chief, 3250 W M36 Pinckney, MI. 48169

Tenant:

Livingston County Administrator, 304 E Grand River Ave, Howell, MI. 48843

With copy to:

Livingston Count EMS Director, 1911 Tooley Rd, Howell, MI 48855

- 18. <u>Failure to Require Strict Performance</u>. A Party's failure to require strict performance of any of the provisions of this Lease shall not waive or diminish the Party's right to demand strict compliance therewith or with any other provisions. Waiver of any default shall not waive any other default. Rights under this Lease are cumulative and not alternative.
- 19. <u>Amendment</u>. This Agreement may be amended only by the mutual consent of the Parties, upon official action of the County Board of Commissioners and the Township Board each approving said amendment, and by the execution of said amendment by the Parties to this Agreement or their successors in interest
- 20. <u>Binding Effect</u>. This agreement shall inure to the benefit of and shall be binding upon the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns.
- 21. <u>No Third-Party Beneficiaries</u>. This Lease is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Lease.
- 22. <u>Successors and Assigns</u>. The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors, heirs, legal representatives and permitted assigns.
- 23. <u>Severability</u>: If any clause or provision of this Lease or the application thereof to any person, entity or circumstance is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity now or hereafter effective during its Term, the intention of the Parties hereto is that the remaining parts of this Lease and the application of such clause or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each such clause or provision shall be valid and enforceable to the fullest extent permitted by law.
- 24. <u>Not A Partnership</u>. The provisions of this Lease are not intended to create, nor shall they in any way be interpreted or construed to create a joint venture, partnership, or any other similar relationship between the parties.

- 25. <u>Governing Law</u>: The laws of the state of Michigan shall govern the interpretation, validity, performance and enforcement of this Lease.
- 26. <u>Entire Agreement</u>. Lease constitutes the entire agreement between the parties and may be modified only by writing signed by both parties.
- 27. <u>Construction</u>. Tenant acknowledges that Tenant and Tenant's counsel have closely reviewed this Lease and been afforded the opportunity to obtain the advice of counsel in connection with such review. In light of this, Tenant agrees that the standard rule of construction that ambiguous language be construed against the drafter shall not apply to this Lease.
- 28. Right Of First Refusal. If at any time during the Term or extended term Landlord shall receive a bona fide offer from any person, persons, organization or organizations to purchase in whole or in part the Leased Property, the Landlord shall promptly send to Tenant a copy of the proposed contract and notify the Tenant of its intention to accept the offer. Tenant shall have the right within thirty (30) days to accept the terms of the contract in writing to purchase the Leased Property for the purchase price and on the terms specified in the contract. If the Tenant shall not so elect within such period, Landlord may then sell the Property to the offeror provided the sale is on the terms and conditions and for the price set forth in the contract sent to Tenant.

IN WITNESS WHEREOF, the Landlord and Tenant have executed and delivered this Lease the day and year first above written.

RESOLUTION NO: 2025-03-038

LIVINGSTON COUNTY

Resolution Authorizing Use of General Fund Vision Tour Funds and an Agreement with Schafer Construction Inc. for the Construction of an EMS Base in Cohoctah Township – Emergency Medical Services

DATE:

March 24, 2025

WHEREAS, Livingston County EMS has analyzed response times and determined the need for additional EMS bases to meet the needs of some rural areas of the county that have been historically underserved as well as support the entire system in times of high demand; and

WHEREAS, The expansion of rural EMS bases has been a multi-year process exploring many options and locations, a new base was opened last year in Fowlerville which has corrected the response time issue for that region as well as improved our overall response time data; and

WHEREAS, The attached proposal would do the same for the communities of Cohoctah Township which remain underserved; and

WHEREAS, Livingston County EMS has already hired the additional staffing to man these bases as well as expanded the number of ambulances. The EMS department is equipped to begin providing expanded services as soon as these facilities can be constructed; and

WHEREAS, At the direction of the Board, plans were drawn and site plans approved for a very modest EMS base that will serve the citizens of Livingston County well for many years to come. These plans were recently sent out for public bid following the Livingston County procurement process; and

WHEREAS, The review committee interviewed three (3) bidders and has chosen the bid from Schafer Construction Inc. for submission to the Board for final approval; and

WHEREAS, The bid from Schafer Construction meets all the requirements in the RFP, was the low bid, had the fastest completion time, and is a local business.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with Schafer Construction Inc. of Brighton, Michigan for the construction of the EMS base in Cohoctah Township for an amount not to exceed \$1,656,042. Funding from General Fund Vision Tour Committed Fund Balance is authorized for this project.

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

BE IT FURTHER RESOLVED that the Board of Commissioners authorizes any budget amendments or transfer of funds needed to effectuate the above.

#

MOVED: SECONDED: CARRIED:

PROBABLE COST STATEMENT

Lindhout Associates architects aia pc

www.lindhout.com 810-227-5668 (fax) 810-227-5855

LIVINGSTON COUNTY EMS - COHOCTAH TOWNSHIP SUBSTATION PROJECT TOTAL:

\$1,656,041.30

10465 citation drive, brighton, mi 48116

Livingston Couty FMS - Cohoctah Township Substation Project

COMM. NO. 24063

OVERALL PROJECT PROBABLE COST STATEMENT			RE	VISED - 02/20/25
COMPONENT DESCRIPTION	UNITS	UNIT COST	TOTAL	
BUILDING CONSTRUCTION COSTS				
Schafer Construction, Inc Base Bid (Including \$100K Contigency Fund & \$10K Utility Allowance)			\$1,549,692.00	
Schafer Construction, Inc Post Bid Add (Revised bid, budgeted well depth increased from 50' to 175')			\$6,900.00	
Schafer Construction, Inc Alternate #1 Credit if Awarded of Both Projects.			-\$18,352.00	
·				\$1,538,240.0
		COST OF BUIL	DING CONSTRUCTION:	\$1,538,240.0
ARCHITECTURAL & ENGINEERING FEES				
REMAINING ARCHITECTURAL FEE (7.14% of Bid = \$109,830.34 Overall Fee, Less \$66,296.03 Billed to Date)			\$43,534.31	
				\$43,534.3
MISCELLANEOUS OWNER EXPENSES				
IT ALLOWANCE - County IT Dept. (Per provided 2/19/25 Cost Breakdown)	1 l.s.	\$64,266.99	\$64,266.99	
FURNITURE/FURNISHINGS BUDGET - By Owner	1 l.s.	\$10,000.00	\$10,000.00	
			_	\$74,266.9

PROPOSAL-ALL TRADES

TO:

Livingston County Purchasing Department

304 East grand River, Suite #204

Howell, Michigan 48843

PROJECT:

Livingston County EMS - Cohoctah Township Substation Project

7308 Oak Grove Road Howell, MI 48855

ARCHITECT:

Lindhout Associates architects aia pc

10465 Citation Drive Brighton, MI 48116

PROPOSALS

The Undersigned Ochafer Construction, Inc. proposes to furnish all of the material, labor, necessary tools, expendable equipment and all utility and transportation services necessary to complete in a workmanlike manner the General Contract for All Trades in accordance with the Contract Documents for:

BASE PROPOSAL Architects Comm. No. 24063 for the sum of	of:	
Me Million Five hundred and fourty nine thousand Sixhundres ninety two		1.02
Dollars (\$,549	,692

as BASE PROPOSAL. Applicable Sales and Use Taxes are included.

ALTERNATE PROPOSALS

No. ONE (1) - If the contractor is bidding both the Livingston County EMS Cohoctah Township Substation project (ITB-LC-24-22) and the Livingston County EMS Putnam Township Substation project (ITB-LC-24-23), the bidding contractor is welcome to provide a voluntary DEDUCT that may reflect potential savings for the award of both projects.

Eighteen thousand-threehundred FIFTY two Dollars (\$ 18,352).

Note: Alternate No.1 is a voluntary DEDUCTIVE credit that will be applied to each individual project and shall be provided in the same and/or varying amounts on each individual proposal form.

No. TWO (2) - DEDUCT for the use of Composite Shingles in lieu of the specified Metal Roofing System.

Fifty three thousand and five hundred Dollars (\$ 53,500)

Applicable Sales and Use Taxes are included in both Alternate Proposals.

FEES FOR ADDITIONAL WORK

- For additional work performed by sub-contractors upon instruction by the Owner, the charges will be the actual cost of the sub-contract work plus a fee of 5 percent, which fee includes all of the charges of the undersigned for overhead and profit.
- For additional work performed by undersigned own forces, upon instructions of the Owner, the charges will be the actual cost of all labor and materials plus a fee of 5 percent, which fee includes all of the charges for overhead and profit, to which will be added the actual cost of the insurance and applicable taxes.

A	D	D	E	N	D	A	

The	undersigned	acknowledges	the	receipt	of	the	following	Addenda	and	has	included	them	in	his
prop	osal.						_							

Addendum No.	1	Dated January 27, 2025	
Addendum No.	ん	Dated Tanuary 29, 2025	•
Addendum No.		Dated	•

BASE BID SUBSTITUTIONS

The Undersigned proposes the following list of materials, products or methods as direct substitutions for the Base Bid items. See "Base Bid Specification", Page IB-2 (Contractor may attach additional sheets if necessary). It being understood that items listed herein will not be considered in determining low bidders.

PRODUCT	MANUFACTURER	COST DIFFERENTIAL (ADD OR DEDUCT)			

COMPLETION TIME

The Undersigned agrees to complete the total project in 120 consecutive calendar days maximum.

SUBCONTRACTORS

It is agreed by the Undersigned that all other Subcontractors names used in this Proposal, together with a Schedule of Values, will be forwarded to the architect 24 hours upon notice.

BID GUARANTY

Accompanying this proposal is a certified check, or bid bond, payable to the Livingston County, which sum, it is agreed, shall be forfeited as liquidated damages to Livingston County if the undersigned fails to execute the Contract for the above stated work after due notification of the award of Contract to the undersigned.

ACCEPTANCE

In submitting this proposal, it is understood that the right is reserved by Livingston County to reject any and all bids. It is agreed that bid may not be withdrawn for a period of 60 days after opening thereof.

DATE: Mattvette	FIRM NAME: Shafe Contection, Inc.
DATE	FIRM NAME: SONATO CAMBOLAN, Inc.
BY: Matt Voller	TITLE: Projeth
ADDRESS:	

\mathbf{AIA}° Document A310 $^{\mathsf{TM}}$ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Schafer Construction Inc
102 E. Grand River Ave.
Brighton, MI 48116

OWNER:

(Name, legal status and address)

Livingston County 304 E. Grand River, Suite 204 Howell, MI 48843

BOND AMOUNT: Five Percent of Accompanying Bid ----- (5%)

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company 605 Highway 169 North, Suite 800 Plymouth, MN 55441

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT

(Name, location or address, and Project number, if any)
Livingston County EMS Sub-Station Cohoctah Township

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this

Schafer Construction Inc

(Principal)

(Title)

Atlantic Specialty Insurance Company

(Seal)

(Witness)

(Title)Susan L Small, Attorney-in-Fact

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Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: John L. Budde, Patrick E. Williams, Steven K. Brandon, Susan L. Small, T. J. Griffin, Terence J. Griffin, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

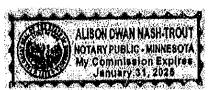
This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

STATE OF MINNESOTA HENNEPIN COUNTY By Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alibron Naul Mark

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 5th day of February 2025

This Power of Attorney expires January 31, 2025



Kara L.B. Barrow, Secretary

Please direct bond verifications to swety@intactinsurance.com

CERTIFICATION OF COMPLIANCE - IRAN ECONOMIC SANCTIONS ACT Michigan Public Act No. 517 of 2012

The undersigned, the owner, or authorized officer of the below-named company (the "Company"), pursuant to the compliance certification requirement provided in the Livingston County's Request For Proposal (the "RFP"), hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by the Livingston County as a result of the aforementioned RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the Livingston County's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

Schafer Construction, Inc.

Name of Company

Matthew 11. Veffer - President

Name and Title of Authorized Representative

Signature

2/5/2025

Date



Livingston County EMS Substations RFPs

To Whom it May Concern:

Schafer Construction has been rooted in the South-Eastern construction market for more than 25 years. In our time here, we have had the benefit of working on a very wide array of interesting, challenging, and unique construction and development projects. We are grateful for the opportunity to work with Livingston County and our EMS Department on these great projects that will benefit the local community.

It is our opinion that there are some areas of the drawing package that will need to be addressed and better defined prior to putting shovels in the ground, but they were complete enough for us to assign well-vetted pricing along with some clarifications.

We look forward to an opportunity to meet with the Leadership Team to discuss the ideas we have for potential Value Engineering savings and to investigate the best materials and equipment needed to maintain the budget and scheduling goals for the projects. These projects, while not overly large in scope, will present some challenges to overcome to not disrupt the operations of the two local Fire Departments and Putnam Township Hall and Senior Center during construction. With our long history of similar work done on and near occupied and essential First Responder facilities, we have systematized a project delivery method that achieves the project goals while still allowing for the building's users to remain safe and efficient in their daily work lives.

We are honored to have completed numerous, high-profile, projects for some of our area's finest. Howell Fire Department, Berkley Public Safety Department, Oceola Township, Putnam Township, and Marion Township are just a few to mention. I would be happy to get you in touch with any of their representatives if it would aid in your decision making.

Schafer has been a long-standing supporter of our First Responder community in numerous different ways through the years. I am proud to offer our First Responder Savings Program to the EMS Department on these projects. Should we find any savings during these projects, rather than keep these savings as is standard in a lump sum contract, we will refund this value in full to the project. This is simply a small way for us to say thank you to those that protect and serve in our local community.

Best regards,

Matt Vetter

President

Schafer Construction, Inc.



Project Clarifications:

- 1. Subsurface soils are planned to be reused for the projects, with all excess soils remaining onsite.
- 2. Earth-formed, trench-type foundations have been included.
- 3. The new well is planned to a depth of 50 feet, with a pump capable of producing 28 GPM at this depth. The final well design will be determined at the time of drilling.
- 4. Fire protection assumes that 28 GPM will be adequate, without the need for underground storage.
- 5. A 48 kW Generac generator with a 200A transfer switch has been included.
- 6. Projects are assumed to run concurrently with a one-month offset.
- 7. After evaluating the project design, we believe savings can be achieved in areas such as foundations, door hardware, overhead doors, and gates, among others.

Exclusions:

- 1. All "future" spaces indicated on the site plan.
- 2. Temporary access drives.
- 3. Well abandonment.
- 4. Final cores and door keying.
- 5. Environmental studies, including handling and testing.

Livingston County EMS Cohoctah Substation

Howell, Michigan

Construction Cost Summary

February 7, 2025

Description		Estimated Cost			
Construction Testing	\$	14,000			
Utility Relocation Allowance (Owner Provided)		10,000			
Site Demolition, Earthwork & Utilities		257,742			
Landscaping & Irrigation		23,500			
Water Well		14,500			
Foundations & Concrete		165,000			
Masonry		67,000			
Overhead Doors		80,000			
Roofing & Siding		149,000			
Doors & Glazing		48,000			
Carpentry & General Trades		181,500			
Interior Finishes		59,650			
MEPs		235,000			
Low Voltage / IT		Excluded			
General Conditions		51,900			
Municipal Permits & Fees		9,000			
Specialty Items		14,000			
Project Bonding & Insurance Premiums		22,900			
Subtotal Cost:	\$	1,402,692			
Construction Manager Fee:		47,000			
Owner Contingency (Owner Provided):		100,000			
Total Construction Cost:	\$	1,549,692			



SCHAFER CONSTRUCTION, INC. PRELIMINARY PROJECT SCHEDULE LIVINGSTON COUNTY EMS COHOCTAH SUBSTATION February 7, 2025

I D	Task Name	Start	Finish	Qtr 1, 2025			Qtr 2, 2025			Qtr 3, 2025
1	Preconstruction Activities	Wed 2/5/25	Wed 3/19/25	Feb	Mar	Apr	May	Jun	Jul	Aug
					~					
2	RFP Response	Wed 2/5/25	Wed 2/5/25	♦ 2/5						
3	Interview	Wed 2/12/25	Wed 2/12/25	♦ 2/12						
4	County Board of Commissioners Meeting	Mon 2/24/25	Mon 2/24/25	♦ 2/2	4					
5	Contract Execution	Tue 2/25/25	Tue 2/25/25	♦ 2/	25					
6	Submit for Building Permit	Wed 2/26/25	Wed 2/26/25	♦ 2	/26					
7	Permit Approval & Pickup	Wed 3/19/25	Wed 3/19/25		♦ 3/19					
8	Construction Activities	Mon 4/7/25	Tue 8/5/25			▼				—
9	Mobilization & Setup	Mon 4/7/25	Mon 4/7/25			♦ 4/7				
10	Soil Erosion Control & Temporary Protections	Mon 4/7/25	Mon 4/7/25							
11	Site Clearing & Demolition	Tue 4/8/25	Wed 4/9/25			•				
12	Earthwork & Site Utilities	Thu 4/10/25	Tue 4/29/25							
13	Construct Building Pad	Mon 4/28/25	Mon 4/28/25				1			
14	Foundations	Tue 4/29/25	Mon 5/5/25							
15	Rough Carpentry	Thu 5/8/25	Tue 6/3/25							
16	Underground MEP's	Mon 5/26/25	Wed 6/4/25				_			
17	Masonry & Façade	Mon 6/2/25	Thu 7/3/25							
18	Roofing	Thu 6/5/25	Tue 6/17/25							
19	Interior Concrete	Wed 6/11/25	Fri 6/13/25					-		
20	MEP's	Mon 6/16/25	Wed 7/23/25							
21	Interior Finishes	Wed 7/16/25	Fri 8/1/25							
22	Site Paving & Landscaping	Mon 7/21/25	Fri 8/1/25							
23	Final Cleaning	Fri 8/1/25	Fri 8/1/25							
24	Final Inspections	Thu 7/31/25	Tue 8/5/25							
25	Substantial Completion	Tue 8/5/25	Tue 8/5/25							♦ 8/5







LC EMS Substations Interview - revised well depths

Jason Lipa | Jason

Sent: Friday, February 14, 2025 3:10 PM

To: Jason Lipa <jlipa@schaferconstruction.net>

Subject: LC EMS Substations Interview - revised well depths

Good afternoon Jason,

[Quoted text hidden]

Livingston County New EMS base Estimate COH Livingston County IT Department Cost Break down

Submitted Februrary 19, 2025

Submitted replanary 19, 2023]	1		1
Category	Description	Quantity	Per Unit Price	Rough Total Price	Estimated Actual	Estimate Vendo	Ongoing Annual Costs	Inventoried @ IT	Inventoried @ EMS	Date	Person
	Patch Cables (for PC's patch										+
Patch Cables	panels, phones, etc.)	1	\$ 750.00	\$ 750.00		Monoprice					
Switch (48 port) (Qty 1)	Livingston Co: Switches for EMS	1	\$ 10,200.00			Logicalis					
Misc. Cabling (HDMI, etc.)		1	\$ 500.00	\$ 500.00		Monoprice					
Network Hardware	Misc. Supplies	1	\$ 1,500.00	\$ 1,500.00		Additional suppli	es				
Network Cabling (Low Voltage wiring & fire rated plywood)	Network cables and Jacks, Patch panels, TV wiring,	\$ 20.00	\$ 800.00	\$ 16,000.00		Safe & Sound					
County Door access and Camera	2- 3 Doors (Swipe & Key pad) & 2										
Center	- 4 Cameras	1	\$ 18,000.00	\$ 18,000.00		Identify					
County Wi-fi Appliances	Extreme Networks	2	\$ 1,200.00	\$ 2,400.00		Amerinet					
County Computers		2	\$ 3,500.00	\$ 7,000.00							
Flat Panel Smart LG or Samsung TV		1	\$1,667.00	\$ 1,667.00		CDWG					
LG Sound Bar if needed		1	\$ 149.99	\$ 149.99		Amazon					1
Cisco Phone		1	\$750.00	\$ 750.00							1
Battery Backup		1	\$900.00	\$ 900.00							
Trip Lite TV Wall Mount 60" - 100" Swivel Tilt Mount	Tripp Lite Display TV Wall Monitor Mount Swivel Tilt 60"- 100" Flat Screen	1	\$ 250.00	\$ 250.00		CDWG					
County Firewall (Repurposed from Hartland)	Non Putnam	0	\$ 3,500.00	\$ -		Amerinet					
Internet Connection with Static IP address (Not Putnam Site)	per month	12	350	\$ 4,200.00		Unknown					
Totals				\$ 64,266.99	\$ -		\$ -				

RESOLUTION NO: 2025-03-039

LIVINGSTON COUNTY DATE: March 24, 2025

Resolution Authorizing the Approval of a Land Lease with Cohoctah Township for the Construction of an EMS Substation - Emergency Medical Services

WHEREAS, Livingston County EMS has analyzed response times and determined the need for additional EMS bases to meet the needs of some rural areas of the county that have been historically underserved as well as support the entire system in times of high demand; and

WHEREAS, The expansion of rural EMS bases has been a multi-year process exploring many options and locations, and a new base was opened last year in Fowlerville which has corrected the response time issue for that region as well as improved our overall response time data; and

WHEREAS, The attached proposal would do the same for the community of Cohoctah Township which remains underserved; and

WHEREAS, The last remaining piece of the puzzle for the EMS base expansion is the land use. The attached lease was drafted by our County legal counsel and pending approval at Cohoctah Township.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into a land lease agreement with Cohoctah Township for the construction of an EMS substation upon review and approval by legal counsel.

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

#

MOVED: SECONDED: CARRIED:

GROUND LEASE AGREEMENT BETWEEN LIVINGSTON COUNTY AND COHOCTAH TOWNSHIP

THIS GROUND LEASE is made and entered into this ______day of ______, 2024, by and between COHOCTAH TOWNSHIP, ("Landlord") and the and LIVINGSTON COUNTY, a municipal corporation, with an address 304 E Grand River Ave, Suite 201, Howell, MI 48843("Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner in fee simple of certain real property more particularly described on Exhibit A (the "Property"); and

WHEREAS, Landlord wishes to lease the Property to Tenant and Tenant wishes to the Lease the Leased Property from Landlord; and

WHEREAS, Landlord acknowledges that Tenant presently intends to construct, operate and maintain an emergency medical service ("EMS") base (the "EMS Base" or "Improvements") on the Leased Property; and

WHEREAS, Landlord desires to lease certain property to Tenant to operate the transportation system; and

NOW, THRERFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Landlord and Tenant agree as follows:

1. Lease.

- A. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Leased Property which shall be designated portion known as 7304 Oak Grove Rd. Howell MI 48843, and legally described on Exhibit B, attached hereto and, together with a grant of right to utilize all of Landlord's easements and appurtenances in adjoining and adjacent land, highways, roads, streets and lanes, whether public or private, reasonably required for the installation, maintenance, operation and service of sewer, water, gas, power, communication, internet, other utility lines and for driveways and approaches to and from abutting highways, for the use and benefit of the Leased Property, to have and to hold the Leased Property during the Term of this Lease, an extended term, a holdover term or unless and until sooner terminated as expressly provided in this Lease, together with the easements and rights granted to Tenant as described in this Lease
 - B. Landlord warrants that it has fee simple title to the Property and Leased Property and that the Leased Property shall be delivered to Tenant free and clear of all claims, obligations, mortgages, assessments, liens and encumbrances of any nature whatsoever.

- C. Landlord represents and warrants that there are no public or private restrictions, easements or conditions of any kind whatsoever, including, but not limited to, those appearing in the title to the Leased Property or in any plat thereof, nor any ordinances, statutes or regulations, including, but not limited to, set-back, side-yard and buffer restrictions, sign, curb-cut and parking requirements, that would in any manner prevent, limit or restrict the use of the Leased Property by Tenant for the Permitted Uses in the manner herein intended.
- D. Landlord also grants to Tenant, appurtenant to the leasehold estate, the easements and rights in the nature of easements required for Tenant's use of the Leased Property, including, but not limited to, perpetual, non-exclusive utility easements, storm water and sewer easements, detention easements, parking easements sufficient for Tenant's intended use of the Leased Property, and ingress/egress easements for vehicular and pedestrian access from and to the Leased Property from dedicated public roads over and across and through adjoining tracts and other necessary tracts.
- E. Landlord and Tenant shall execute and record, at Tenant's expense, a recordable Memorandum of Lease.

2. Term.

- A. The term of the Lease shall be ninety-nine (99) years from the Commencement Date, subject to termination as otherwise provided in this Lease (the "Term").
- B. Tenant shall have the right to renew the initial Term for up to ___ additional rental periods of five (5) years, by providing Landlord with written notice not less than 90 days prior to the expiration of the initial Term. Landlord agrees to accept the Rent set forth in this Lease for any extension or for any holdover. Such extended or holdover tenancy, in the absence of mutual written agreement to the contrary, shall be subject to all the terms of this Lease, except as to the Term.
- C. Notwithstanding the Term or any other provision of this Lease, Tenant may terminate this Lease for any reason upon one hundred eighty (180) calendar days written notice to Landlord. In the event of such early termination, the Landlords sole and exclusive remedy for such early termination shall be either the a. Tenant's surrender of the Improvements to the Landlord in as-in condition; or b. At the request of Landlord, and at Tenant's cost, the demolition and removal of the Improvements from the Leased Property.

3. Surrender.

A. At the expiration of the Term, an extended term, a holdover term, or the earlier termination of this Lease, Tenant agrees to surrender and deliver to Landlord the Leased Property including Improvements as then constituted and in as-is condition.

- B. Tenant at all times during the term of this Lease and prior to surrender Tenant reserves the right but not the responsibility to remove the Improvements from the Leased Property.
- C. Tenant shall have the right at any time during the Term an extended term, a holdover term, or the earlier termination of this Lease, to remove all or any furnishings and equipment from the Leased Property provided that such encumbrance shall at all times be subject and subordinate to, and shall not affect or become a lien upon, Landlord's right, title or estate in the land itself of the Leased Property.
- D. Tenant shall have the absolute right to pledge, encumber, or hypothecate its interest in the Improvements and in this Lease without the consent of Landlord.
- E. Tenant shall have the absolute right to assign or subcontract its interest in the Improvements and in this Lease without the consent of Landlord so long as for or in furtherance of a Permitted Use. Assignment for other than/in furtherance of a Permitted Use or a commercial purpose is not permitted without written consent of the Landlord.

4. <u>Use of the Leased Property.</u>

- A. <u>Construction of Improvements</u>: Tenant shall be solely responsible for the costs, and all have discretionary authority over all design and construction and decisions regarding the Improvements, including but not limited to construction schedule, building design, layout, fixtures, and selection of contractor(s) or materials related to the construction of the Improvements. Tenant, at its own expense, shall furnish the EMS Base or the Improvements. Tenant will be responsible for obtaining any legally required licenses, permits or approvals required by any federal, state or local authority in connection with its use of the Leased Property. Landlord will reasonably cooperate with Tenant and provide the necessary documents to obtain such licenses, permits, and approvals
- B. <u>Permitted Uses</u>. Tenant shall use and occupy the Leased Property in connection with the provision of public services and staffing assigned the Tenants discretion. The public services are initially intended to be EMS services and any incidental and related business, but could also include future public safety services including, but not limited to a future established EMS authority, a multi-jurisdictional or regional EMS entity, law enforcement outpost, public health satellite, veterans affairs outreach, MSU extension or other non-commercial and non-residential public services.

In no case use the Leased Property be utilized by the Tenant for any activity deemed extra hazardous on account of fire. The Leased Property shall not be utilized by the Tenant or succession for residential/boarding uses incongruent with the operation of the township campus (such as group homes, homeless shelters, animal shelters) nor for commercial use without approval of Landlord. Tenant shall not use the Leased Property, or permit the Leased Property to be used, for the doing of any act or thing that constitutes a violation of any law, order, ordinance, or regulation of any government authority. Nothing in this Agreement shall be interpreted to require that the Tenant maintain of

services, provide a level of minimum staffing, or establish or maintain any hours of operation for services at the Leased Property. Tenant retains and shall have the sole and exclusive right to manage and operate all its operations and activities within appliable ordinances as to all matters not specifically and expressly limited by this Lease.

- C. Irrespective of any other provisions of this Lease, the obligations of Tenant under this Lease are conditioned upon Tenant's sole satisfaction of the following items: (i) the proper zoning of the Leased Property and issuance of appropriate permits for the construction of the contemplated Improvements and use thereof by Tenant; (ii) the issuance to Tenant of all permits, licenses and approvals by all public authorities which are required in order for Tenant to carry on its business or construct the contemplated Improvements upon the Leased Property; (iii) the soil and subsurface of the Leased Property conforming in their present condition to Tenant's requirements for construction and maintenance of the contemplated Improvements. If Tenant is not satisfied with any of the foregoing, the Lease shall terminate upon written notice to Landlord, and neither Party shall have any further rights, obligations or duties to the other.
- D. <u>Exterior Signage</u>. The EMS Base shall have an exterior sign that is consistent with County EMS branding. Tenant shall be solely responsible for the costs of the signage. Tenant shall have discretionary authority over all design and placement of such signage. Tenant shall manage design, fabrication installation of the signage. Landlord, without expense to itself, shall cooperate with Tenant in securing any permit and authority necessary, from time to time, for the erection or installation of said sign.

If a signage is erected, then upon the expiration of this lease, Tenant shall, at its own expense, remove said sign from the Leased Property, repair any damage to the Leased Property caused thereby, and restore the signage portion of the Leased Property to the same condition, reasonable use and wear thereof and damage by the elements excepted. Tenant shall comply with all applicable laws and regulations with regard to installation and removal.

- E. <u>Access</u>: Use or entry to the Improvements is restricted to personnel or invitees of the Tenant. Tenant shall permit authorized representatives of Landlord, with reasonable notice by the Landlord and at reasonable hours when the Improvements are staffed, access to the Leased Property provided that said limited access will not interfere unreasonably with the activities of Tenant or Tenant's employees.
- F. <u>Alterations Or Replacement of Improvements</u>. Tenant may, from time to time during the Term, an extended term or a holdover term, at its own expense and in its sole discretion remodel the Improvements, construct additional or replacement Improvements, install trade fixtures, and make such structural or nonstructural changes, alterations, additions, and improvements, on or to the Leased Property which it may deem necessary or desirable to better adapt, in the sole judgement of the Lessor, the Leased Property for the Permitted Uses, but same shall be done in a good and workmanlike manner and in accordance with all valid municipal and state requirements applicable thereto.

Upon the expiration of the Term, an extended term, a holdover term, or the earlier termination of this Lease, Tenant may remove such decorations, changes, alterations, additions, improvements, and trade fixtures installed by it on or to the Leased Property if such removal will not do substantial damage to the structural Improvements which may be surrendered to the Landlord. Any decorations, changes, alterations, additions, improvements, and trade fixture which are not removed by Tenant upon the expiration of the Term, an extended term, a holdover term, or the earlier termination of this Lease will become the sole property of Landlord.

- 5. <u>Carefree Lease.</u> It is expressly understood and agreed by Tenant that this is a carefree lease and that all costs, expenses, liabilities and obligations arising from, or in connection with, the use and occupancy of the Leased Property during the Term extended term, a holdover term shall, except as may be expressly otherwise provided herein, be borne by and be the obligations of Tenant.
- 6. Rent. Tenant covenants and agrees to pay One and NO/100 Dollar (\$1.00) per year to Landlord as rent for the Leased Property such rent to be payable to Landlord at Landlord's above address in advance, without any setoffs or deductions. At the Tenant's option, rent for multiple years or the entire Term, or for an extended term, may be paid in advance.
- 7. <u>Interest</u>. Any rent, late fees or other sums payable by Tenant to Landlord under this Lease which are not paid within thirty (30) days after the same are due will bear interest at a per annum rate equal to ten percent (10%) of the amount unpaid. Such interest shall be due and payable as additional rent on or before the next rental payment date, and will accrue from the date that such rent, late charges or other sums are payable under the provisions of this Lease until actually paid by Tenant.
- 8. <u>Utilities</u>. Tenant shall undertake and be responsible for having all utilities metered and installed in its name relating to the Leased Property, and agrees to pay, on or before the date due, all charges for same directly to the respective utility companies.
- 9. <u>Snow Removal, Lawn Maintenance</u>, Trash Removal Tennant shall be responsible for trash removal, lawn maintenance, landscaping and snow removal at the Leased Property. Special trash pickups or special services requested by the Tenant will be billed to the Tenant.
- 10. <u>Property Taxes</u>. The Parties acknowledge Landlord and Tenant are tax exempt. Tenant shall not be responsible for property taxes (as hereinafter defined) so long as Tenant is an entity exempt from property taxes. Landlord agrees to not to take any action or undertake any conveyance of the Leased Property which may jeopardize the tax-exempt status the Leased Property without prior notice and written approval by the Tenant.
- 11. <u>Maintenance of the Leased Property</u>. During the lease term, Tenant shall be responsible to keep and maintain the Leased Property in good repair and Tenant shall not allow, suffer or permit the condition of the Improvements to constitute a nuisance.

Landlord covenants to operate and maintain the parking areas and sidewalks in good repair. The Landlord and Tenant shall share, on a proportionate basis to the number of dedicated parking spaces reserved for use by the Tenant, the costs of resurfacing and repair of the parking area, ingress and egress driveways, and sidewalks. The Landlord shall obtain approval of the cost estimate and repairs by the Tenant prior to engaging in such repairs.

12. Insurance:

- A. Tenant, at all times during the Term of this Lease from and after the Commencement Date, at its expense will procure, maintain and keep in force commercial general liability insurance for claims for personal injury, death or property damage, occurring in or about the Leased Property, with limits of not less than \$2,000,000.00 in respect to death or injury of a single person, not less than in respect to any one accident, and not less than \$1,000,000.00 in respect to property damage. The minimum insurance limits in this paragraph shall be adjusted during the term of this Agreement at least intervals every five (5) years in an amount not less than the cumulative consumer prices index increase for the preceding five (5) year period.
- B. Tenant, at all times during the Term of this Lease from and after the Commencement Date, at its expense will procure, maintain and keep in force fire, extended coverage, vandalism and malicious mischief insurance on the Improvements to be constructed or installed on the Leased Property by Tenant and the Tenant's equipment for the insurable value thereof. In the event of any loss covered by such insurance, the proceeds therefrom shall be payable to Tenant.
- C. Certificates for all such insurance will be delivered to Landlord.
- D. Tenant may, at its option, provide the insurance required under this Section in a blanket policy or policies of insurance.

13. Destruction of the Improvements or Condemnation.

- A. If the Improvements on the Leased Property shall be damaged or destroyed by fire or other casualty, Tenant, may, but is not required to, reconstruct the Improvements or make necessary alterations, repairs and/or replacements to such Improvements. If Tenant elects, in is sole judgment to not reconstruct or make alterations, repairs or replacement, then Tenant may, by written notice to Landlord, cancel this Lease as of the date of such damage, with insurance proceeds being paid to Tenant. However, in such event, it shall be the responsibility of Tenant to, and Tenant shall bear the sole costs of demolition, dismantling and removal of the Improvements from the Leased Property,
- B. If the whole or portion of the Leased Property shall be appropriated or condemned under power of eminent domain or by any competent authority for any public or quasipublic use or purpose during the Term of this Lease, or any renewal or extension hereof, Tenant reserves unto itself the right to prosecute its claim for an award for damages for

the termination of this Lease and its loss of its interest under that Lease caused by such appropriation or taking, together with damages based on the value of fixtures and Improvements erected or installed on the Leased Property and other damages Tenant may sustain removal, relocation and replacement costs and expenses caused by such appropriation or taking. Such claim by Tenant shall not impair any rights of Landlord for such appropriation and taking of, or the injury to, the Landlord's interest in this Lease and or to Landlord's remainder interest in the Property. In such event, this Lease shall terminate when Tenant can no longer use the Leased Property

- 14. <u>Compliance with Law</u>. Tenant hereby covenants to Landlord that it will comply with all laws governing signage, outside storage, land use and other local requirements as well as county, state and federal laws applicable to the use and operation of the Leased Property.
- 15. Event of Default, Remedy, and Right to Cure
 - A. <u>Default</u>. The following shall each constitute an "Event of Default":
 - 1. Tenant fails to make any required payment due under this Lease.
 - 2. Tenant or Landlord fails to perform any obligation or condition or to comply with any term or provision of this Lease.
 - B. <u>Remedy</u>. Upon the occurrence of an Event of Default which continues for a period of thirty (30) days after receiving written notice of the default, if such Event of Default is not cured than the Party the right to terminate this Lease.
 - C. <u>Landlord and Tenant's Right to Cure Default</u>. If Landlord or Tenant shall fail to comply fully with any of its obligations under this Lease (including, without limitation, its obligations to pay rent, make repairs, maintain various policies of insurance, comply with all laws, ordinances and regulations and pay all bills for utilities), then the other Party shall have the right, at its option, after notice to the other Party to cure such breach at the other Parties expense.
- 16. <u>Covenant of Quiet Enjoyment</u>. Landlord covenants that Tenant, upon performing its covenants and agreements herein set forth, shall and may peacefully and quietly have, hold and enjoy said Leased Property during the term of this Lease.
- 17. <u>Notices</u>. All notices required or permitted under this Lease shall be deemed properly served if mailed to the addresses of the parties hereto. Unless hereinafter changed by notice in writing, notices shall be sent to:

Landlord:

Putnam Township Supervisor and Putnam Township Clerk, 3280 W M36, Pinckney MI. 48169

With copy to:

Putnam Township Fire Chief, 3250 W M36 Pinckney, MI. 48169

Tenant:

Livingston County Administrator, 304 E Grand River Ave, Howell, MI. 48843

With copy to:

Livingston Count EMS Director, 1911 Tooley Rd, Howell, MI 48855

- 18. <u>Failure to Require Strict Performance</u>. A Party's failure to require strict performance of any of the provisions of this Lease shall not waive or diminish the Party's right to demand strict compliance therewith or with any other provisions. Waiver of any default shall not waive any other default. Rights under this Lease are cumulative and not alternative.
- 19. <u>Amendment</u>. This Agreement may be amended only by the mutual consent of the Parties, upon official action of the County Board of Commissioners and the Township Board each approving said amendment, and by the execution of said amendment by the Parties to this Agreement or their successors in interest
- 20. <u>Binding Effect</u>. This agreement shall inure to the benefit of and shall be binding upon the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns.
- 21. <u>No Third-Party Beneficiaries</u>. This Lease is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Lease.
- 22. <u>Successors and Assigns</u>. The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors, heirs, legal representatives and permitted assigns.
- 23. <u>Severability</u>: If any clause or provision of this Lease or the application thereof to any person, entity or circumstance is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity now or hereafter effective during its Term, the intention of the Parties hereto is that the remaining parts of this Lease and the application of such clause or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each such clause or provision shall be valid and enforceable to the fullest extent permitted by law.
- 24. <u>Not A Partnership</u>. The provisions of this Lease are not intended to create, nor shall they in any way be interpreted or construed to create a joint venture, partnership, or any other similar relationship between the parties.

- 25. <u>Governing Law</u>: The laws of the state of Michigan shall govern the interpretation, validity, performance and enforcement of this Lease.
- 26. <u>Entire Agreement</u>. Lease constitutes the entire agreement between the parties and may be modified only by writing signed by both parties.
- 27. <u>Construction</u>. Tenant acknowledges that Tenant and Tenant's counsel have closely reviewed this Lease and been afforded the opportunity to obtain the advice of counsel in connection with such review. In light of this, Tenant agrees that the standard rule of construction that ambiguous language be construed against the drafter shall not apply to this Lease.
- 28. Right Of First Refusal. If at any time during the Term or extended term Landlord shall receive a bona fide offer from any person, persons, organization or organizations to purchase in whole or in part the Leased Property, the Landlord shall promptly send to Tenant a copy of the proposed contract and notify the Tenant of its intention to accept the offer. Tenant shall have the right within thirty (30) days to accept the terms of the contract in writing to purchase the Leased Property for the purchase price and on the terms specified in the contract. If the Tenant shall not so elect within such period, Landlord may then sell the Property to the offeror provided the sale is on the terms and conditions and for the price set forth in the contract sent to Tenant.

IN WITNESS WHEREOF, the Landlord and Tenant have executed and delivered this Lease the day and year first above written.

RESOLUTION NO: 2025-03-040

LIVINGSTON COUNTY

Resolution in Response to the Submission of a Petition to Determine a Normal Lake Level For Faussett Lake – Drain Commissioner

WHEREAS, the Livingston County Board of Commissioners received a Petition pursuant to Part 307 of the Michigan Natural Resources and Environmental Protection Act, being MCL 324.30701 *et seq.* ("Part 307"), requesting that normal lake levels be determined and established for Faussett Lake which is located in Livingston County, Michigan; and

DATE:

March 24, 2025

- WHEREAS, the Board of Commissioners has determined that the Petition contains the signatures of at least 2/3 of the owners of land abutting Faussett Lake and otherwise complies with the petition requirements of Part 307, MCL 324.30702(1); and
- WHEREAS, MCL 324.30702(3) provides that the Livingston County Board is authorized to appoint a "delegated authority" to maintain the normal lake level of an inland lake that is subject to a Circuit Court Lake Level Control Order; and
- WHEREAS, MCL 324.30703 provides that the Livingston County Board of Commissioners may require a preliminary lake level study be conducted by a licensed professional engineer before acting on a lake level petition; and
- WHEREAS, MCL 324.30703 provides that the Livingston County Board of Commissioners may require the petitioners to deposit a cash payment with the County Treasurer sufficient to cover the actual costs of a preliminary study or of \$10,000, whichever amount is less; and
- WHEREAS, MCL 324.30711 provides that the Livingston County Board of Commissioners may determine that a whole or part of the costs of a lake level project to determine and maintain a normal level for an inland lake shall be defrayed by special assessment of those who benefit, including privately owned parcels of land, political subdivisions of the State, and State owned lands under the jurisdiction and control of the Department of Natural Resources.

THEREFORE, BE IT IS RESOLVED by the Livingston County Board of Commissioners as follows:

- The Livingston County Drain Commissioner shall serve as the delegated authority under Part 307 for the Faussett Lake petition and shall have all powers granted to a delegated authority under Part 307. MCL 324.30702(2).
- 2. The Livingston County Drain Commissioner shall retain a licensed professional engineer to conduct preliminary lake level studies for Faussett Lake pursuant to Section 30703 of Part 307. Once completed, the Livingston County Drain Commissioner shall forward copies of the lake level studies to the Livingston County Board of Commissioners. Based on the content of these studies, the Livingston County Board of Commissioners will determine whether to initiate action in the Livingston County Circuit Court to establish lake levels for Faussett Lake. MCL 324.30704(1).

RESOLUTION NO: 2025-03-040

PAGE: 2

3. The lake level petitioners for Faussett Lake must deposit \$10,000 with the Livingston County Drain Commissioner before the Drain Commissioner retains an engineer to conduct a lake level study for the lake. MCL 324.30703. The Drain Commissioner will refund any funds not expended on a preliminary lake level study. The County or Drain Office will not be responsible for any funds for the study.

#

MOVED: SECONDED: CARRIED:



2300 E. Grand River Ave, Suite 105, Howell MI 48843
Phone 517-546-0040 Fax 517-545-9658
Web Site: https://milivcounty.gov/drain/

Memorandum

To: Livingston County Board of Commissioners

From: Mitch Dempsey, Environmental Projects Manager

Ken Recker, Chief Deputy Drain Commissioner

Date: 02/22/2025

Re: Resolution in Response to the Submission of a Petition to Determine the Normal

Lake Level for Faussett Lake

Honorable Commissioners:

The attached draft resolution provided by Cohl Stoker, and Toskey, P.C. is in response to a submitted petition to determine a normal lake level for Faussett Lake. As discussed during the Courts, Public Safety, & Infrastructure Development Committee meeting on January 21, 2025, our office has recently received a lake level petition from residents of Faussett Lake in Deerfield Township. At the time of the January 21st meeting, it was further determined that the petition received did not actually meet the minimum 2/3 signature requirement for a valid petition under the provisions of Part 307 of P.A. 451 of 1994. However, on February 12, 2025, our office was informed of new property ownership changes and has received additional signatures to the overall petition. In review of these changes, it appears that there are currently 28 owners of the 14 properties that abut the lake. The petition received and re-reviewed on February 21, 2025, appears to contain 21 signatures which would meet the minimum number of signatures required for a valid petition under the Part 307 statute.

This petition has been submitted to address deficiencies with Faussett Lake's existing dam structure and to take the current maintenance responsibility away from a sole private owner. Furthermore, significant costs associated with rehabilitating the existing structure are not able to be financed by the lake residents where riparian owners have now petitioned the County to establish a legal lake level and assume the maintenance responsibility for the dam.

The enclosed statute outlines the process of which a legal lake level is established, and maintenance responsibility is assumed by the County. I have also attached the January 15, 2025, letter from Cohl, Stocker and Toskey, P.C. which indicates the statutory responsibilities of the County Board of Commissioners after submission of a valid lake level petition is received.

At this time our office would recommend approval of the attached resolution in response to the petition submitted. This would direct our office, or other selected delegated authority to proceed with retaining a licensed professional engineer to conduct a preliminary lake level study. Once a preliminary study is completed, copies would be forwarded to the County Board of Commissioners where a further determination can be made.

If you have any questions regarding this matter, please contact me.

Enclosures:

2022 Faussett Lake Dam Inspection Report 2023 Faussett Lake Technical Memorandum Cohl, Stocker 7 Toskey, P.C., January 15, 2025, Letter Faussett Lake Location Map Part 307 Statute Faussett Lake Petition Copy COHL, STOKER & TOSKEY, P.C. 601 NORTH CAPITOL AVENUE LANSING, MICHIGAN 48933 (517) 372-9000

SHAREHOLDERS
PETER A. COHL
DAVID G. STOKER
BONNIE G. TOSKEY
ROBERT D. TOWNSEND
TIMOTHY M. PERRONE
MATTIS D. NORDFJORD
GORDON J. LOVE
SARAH K. OSBURN

ATTORNEYS CHRISTIAN K. MULLETT DONALD J. KULHANEK MELISSA A. HAGEN

OF COUNSEL RICHARD D McNULTY

January 15, 2025

Mr. Ken Recker Livingston County Chief Deputy Drain Commissioner 2300 E. Grand River Avenue, Ste. 105 Howell, MI 48843 Sent Via E-Mail

Re: Statutory responsibilities of the County Board of Commissioners after submission of a valid lake level petition under Part 307 of the Natural Resources and Environmental Protection Act, MCL 324.30701 et seq. ("NREPA")

Dear Mr. Recker:

You have advised that the Drain Commissioner's Office received a lake level petition under Part 307 of the NREPA (the "Petition") from certain owners of property abutting Faussett Lake in Deerfield Township ("Faussett Lake"). You advised that the Petition facially appears to contain the signatures of 2/3 of the requisite property owners who abut the lake. To assist you in providing guidance to members of the Courts, Public Safety, and Infrastructure Development Committee and/or the Livingston County Board of Commissioners ("LCBOC"), you prudently requested an opinion addressing the statutory responsibilities of a County Board of Commissioners after submission of a valid lake level petition under Part 307 of NREPA. This letter addresses this issue and outlines the mandatory and discretionary duties of the Board of Commissioners.

Part 307 of NREPA provides the means to perform and finance projects to establish and maintain an established lake level of an inland lake and to build and finance dams as necessary to maintain the desired lake level. *In re Van Ettan Lake*, 149 Mich App 517 (1986). A lake level determination can be initiated by either a motion of the County Board of Commissioners or, as here, by petition to the County Board of 2/3 of owners of land abutting an inland lake.

Where, as here, a petition has been filed by 2/3 of owners of land abutting an inland lake, the Board of Commissioners (mandatory) "within 45 days following receipt of a petition"... "shall initiate action to take the necessary steps to cause to be determined the normal level of the inland lake." MCL 324.30702(1). The following statutory decisions need be made by the Board of Commissioners within this 45 day period – preferably by resolution:

 Appointment of a delegated authority (discretionary). Under MCL 324.30702(3), the County Board of Commissioners is authorized to appoint a "delegated authority" to address the legal and administrative requirements of a petition to maintain the normal lake level (and/or to address issues of an inland lake that is already subject to a Circuit Court Lake Level Control Order). In most instances, this is the County Drain Commissioner. However, another person or entity, such as the County Road Commission, could also be appointed. MCL 324.30702(2). If delegation is not made, the Board of Commissioners would be required to perform the administrative and statutory duties, as a body. While delegation is not, strictly speaking, mandatory, delegation, in our experience, is the overwhelmingly common and prudent practice.

- Determine whether a preliminary engineering study will be performed (both discretionary and mandatory). Before proceeding on a petition filed, a County Board of Commissioners "may" require a preliminary study by a licensed professional engineer. MCL 324.30703(2) requires that a preliminary study shall include all of the following:
 - (a) The feasibility of a project to establish and maintain a normal level of the inland lake.
 - (b) The expediency of the normal level project.
 - (c) Feasible and prudent alternative methods and designs for controlling the normal level.
 - (d) The estimated costs of construction and maintenance of the normal level project.
 - (e) A method of financing initial costs.
 - (f) The necessity of a special assessment district and the tentative boundaries if a district is necessary.
 - (g) Other information that the county board resolves is necessary.

While the preliminary engineering study is statutorily not mandatory (i.e. "may"), such study is the generally accepted and prudent mechanism upon which the (later) decision of the Board of Commissioners directs the filing of a court petition for determination of the normal lake level (as well as the costs). Specifically, MCL 324.30704 predicates the filing decision on the results of the engineering study ("(1) If the county board, based on the preliminary study, finds it expedient to have and resolves to have determined and established the normal level of an inland lake ..."). In addition, a preliminary engineering study will almost certainly be required to be performed prior to court action, as it will be necessary to have an engineer testify at the court hearing about a recommendation for setting the lake level, the mechanism, and the projected costs.

- Whether a deposit by the petitioners will be required to finance the preliminary engineering study. The County Board has the following choices for financing the preliminary engineering report:
 - 1. Utilize general fund monies;
 - 2. Utilize general fund monies, but require that such monies be returned to the County by the owners if the project moves forward, with the engineering study costs becoming part of the project costs or as a credit to any assessment against the County; OR
 - 3. Cash payment deposit by the petitioners of \$10,000.00 or the cost of the preliminary study, whichever is less, that can be credited to the petitioners' assessment if the establishment of the lake level moves forward and include the engineering study costs as part of the entire project.

Generally speaking, the most common practice, in our experience, is option 3.

If, based on the results of the preliminary engineering study, the County Board of Commissioners, as a body, finds it appropriate to have a legal lake level established, it directs the delegated authority's counsel, the prosecuting attorney or other legal counsel to initiate lake level proceedings in the Circuit Court. At that point, the Board would also direct whether the project will be paid for by the general fund or by a special assessment district (which is, in our experience, the norm). The second resolution of the Board of Commissioners would address the issue of the Board's determination as to whether a special assessment district is necessary. I have attached sample resolutions to this letter; these are illustrative of the decisions and not intended to be a final version.

Lake level proceedings culminate in an order from the court setting the legal lake level and establishing a special assessment district, if necessary. Once a legal lake level has been established, the court has continuing jurisdiction and may provide for a departure from the legal level to accomplish the purposes of the Act.

If you have any questions with regards to attached, do not hesitate to contact me.

Sincerely,

COHL, STOKER &TOSKEY, P.C.

/S/ Richard D McNulty

Enclosures

N:\Client\Livingston\Drain\Faussett Lake Level\Ltr re Board Requirements Petition Faussett Lake Level .docx

PETITION TO ESTABLISH LEGAL LAKE LEVEL UNDER PART 307 OF THE NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT, ACT NO. 451 OF 1994, AS AMENDED, OF THE PUBLIC ACTS OF THE STATE OF MICHIGAN

FAUSSETT LAKE

AFFIDAVIT OF CIRCULATOR OF PETITION

I Hereby Certify that I did personally circulate this petition and the signatures to same were made in my presence and are the genuine signatures of those whose names are affixed.

Dated: Pecember 4, 2024	Edwid Wickmond Print Name:
STATE OF MICHIGAN	Telephone No.: 517225-948

COUNTY OF OAKLAND

On <u>Necember 4</u>, 2024, before me, a Notary Public in and for said County, personally appeared to me known to be the person described in and who circulated the foregoing application.

THELMA J. HARLTON
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires 15-Feb-2030
Acting in the County of OAKLAND

Edwin Wicky, Circulator

Notary Public

County, Michigan

Acting in 6AKLAND County, Michigan

My Commission Expires: 2/15/2030

We the undersigned owners of the property indicated below, being two-thirds of the owners of land abutting Faussett Lake which would be assessed for the benefits accruing from the establishment and maintenance of Faussett Lake dam to maintain an elevated water level on Faussett Lake located in section 33 of Deerfield Township, Livingston County, Michigan, do submit unto this Board as follows:

That the maintenance of a stable, normal elevated water level is necessary on Faussett Lake to protect the public health, welfare, and safety; to preserve the natural resources of the State of Michigan; and to protect the value of properties developed around the lake.

We, therefore, hereby petition your honorable body to take the following action as provided in Part 307 of the Natural Resources & Environmental Protection Act, Act No. 451 of 1994, as amended, of the Public Acts of the State of Michigan; To cause to be determined and established an elevated normal water level for said Faussett Lake.

To construct, maintain, and operate a dam, or any other device necessary to keep the water in said Faussett Lake at an established water level.

SIGNATURE (if jointly owned, both sign)	PROPERTY OWNED (Address & Tax ID)	DATE
7	4019 Houppen Robe Blo2	4/10/24
Bullan	SUN RIDGIE COVE, LLC 16452 E. Horseshoe Tril Line	deg 4/10/24
Maney y Gregory	4300 Fayesoft Rd.	Howe 11 43855 4/10/24
Salty Offrent	4264 Faussett Rd	Nowellett 48855 4/10/24
Ch		thurs 12 4885 4-10-24
Edwin Wickeman	4625 WoTerwood Way	Howell M1488554-10-24
Cangle fur deman	4425 Waterwood WAy	Jourell, MI 48855 400/24
9 Tolbester	6273 MACK	11 4 48355 424/24
Eleen D. Mickelson	(331 E Aller Ad	Howeel, MJ 48855 20429

Acknowledgement and Support of the implementation of a Special Assessment District under Part 307 of the Natural Resources and Environmental Protection Act (1994 P.A. 451; MCL Section 324.30701, et. seq.). I/we, therefore, petition your body to take the following action:

TO CAUSE TO BE DETERMINED and ESTABLISHED an ELEVATED NORMAL WATER LEVEL for FAUSSETT LAKE achieved by the CREATION OF A SPECIAL ASSESSMENT DISTRICT to MAINTAIN, IMPROVE, REPAIR, CONSTRUCT, OPERATE and SUSTAIN the FAUSSETT LAKE DAM to keep FAUSSETT LAKE at an established water level. Said dam and lake are located in Section 33 of Deerfield Township, Livingston County, Michigan.

The undersigned, as a Faussett Lake property owner, does hereby consent and agree to the establishment of a Special Assessment District to collectively assess the property owners of Faussett Lake in order to preserve the integrity and maintenance of the dam servicing the lake and for ongoing costs for such maintenance, repair, inspection and monitoring of the Faussett Lake Dam for the mutual benefit of the homeowners comprising the special assessment district.

Property Owner(s) signature(s):

4703.33.200.013

Acknowledgement and Support of the implementation of a Special Assessment District under Part 307 of the Natural Resources and Environmental Protection Act (1994 P.A. 451; MCL Section 324.30701, et. seq.). I/we, therefore, petition your body to take the following action:

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Property Owner(s) signature(s): 1 and 4 Wregsy

Date: 11-25-24

Property Address: VACANT

Acknowledgement and Support of the implementation of a Special Assessment District under Part 307 of the Natural Resources and Environmental Protection Act (1994 P.A. 451; MCL Section 324.30701, et. seq.). I/we, therefore, petition your body to take the following action:

TO CAUSE TO BE DETERMINED and ESTABLISHED an ELEVATED NORMAL WATER LEVEL for FAUSSETT LAKE achieved by the CREATION OF A SPECIAL ASSESSMENT DISTRICT to MAINTAIN, IMPROVE, REPAIR, CONSTRUCT, OPERATE and SUSTAIN the FAUSSETT LAKE DAM to keep FAUSSETT LAKE at an established water level. Said dam and lake are located in Section 33 of Deerfield Township, Livingston County, Michigan.

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Property Owner(s) signature(s):

Date: 10-27-2024

Property Address: 4264 Faussatt Rd Wowell, MI 48855

Acknowledgement and Support of the implementation of a Special Assessment District under Part 307 of the Natural Resources and Environmental Protection Act (1994 P.A. 451; MCL Section 324.30701, et. seq.). I/we, therefore, petition your body to take the following action:

TO CAUSE TO BE DETERMINED and ESTABLISHED an ELEVATED NORMAL WATER LEVEL for FAUSSETT LAKE achieved by the CREATION OF A SPECIAL ASSESSMENT DISTRICT to MAINTAIN, IMPROVE, REPAIR, CONSTRUCT, OPERATE and SUSTAIN the FAUSSETT LAKE DAM to keep FAUSSETT LAKE at an established water level. Said dam and lake are located in Section 33 of Deerfield Township, Livingston County, Michigan.

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Property Owner(s) signature(s): M Bonem Date: 10-28 2024

Property Address: 6400 HENVEN RD.

HIWFUL, MI. 48855

Tax Parcel No. 4703 -33 - 200 - 031

Acknowledgement and Support of the implementation of a Special Assessment District under Part 307 of the Natural Resources and Environmental Protection Act (1994 P.A. 451; MCL Section 324.30701, et. seq.). I/we, therefore, petition your body to take the following action:

TO CAUSE TO BE DETERMINED and ESTABLISHED an ELEVATED NORMAL WATER LEVEL for FAUSSETT LAKE achieved by the CREATION OF A SPECIAL ASSESSMENT DISTRICT to MAINTAIN, IMPROVE, REPAIR, CONSTRUCT, OPERATE and SUSTAIN the FAUSSETT LAKE DAM to keep FAUSSETT LAKE at an established water level. Said dam and lake are located in Section 33 of Deerfield Township, Livingston County, Michigan.

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Property Owner(s) signature(s):	Duy R. Cillan conily TRUST, SHELLY CALLON
	Date: 10-29-24

Property Address: 640/ HEAVEN DR.
Howall, MI. 48855

Tax Parcel No. 4703 - 33 - 200 - 011

Acknowledgement and Support of the implementation of a Special Assessment District under Part 307 of the Natural Resources and Environmental Protection Act (1994 P.A. 451; MCL Section 324.30701, et. seq.). I/we, therefore, petition your body to take the following action:

TO CAUSE TO BE DETERMINED and ESTABLISHED an ELEVATED NORMAL WATER LEVEL for FAUSSETT LAKE achieved by the CREATION OF A SPECIAL ASSESSMENT DISTRICT to MAINTAIN, IMPROVE, REPAIR, CONSTRUCT, OPERATE and SUSTAIN the FAUSSETT LAKE DAM to keep FAUSSETT LAKE at an established water level. Said dam and lake are located in Section 33 of Deerfield Township, Livingston County, Michigan.

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Property Owner(s) signature(s): Manay Janay

Date: //-/-24

Property Address: 4300 FAUSSETT 2D.

HOWELL, MI. 48855

Tax Parcel No. 4703-33-100-011

Acknowledgement and Support of the implementation of a Special Assessment District under Part 307 of the Natural Resources and Environmental Protection Act (1994 P.A. 451; MCL Section 324.30701, et. seq.). I/we, therefore, petition your body to take the following action:

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I Tol bestact

Property Owner(s) signature(s):

Date: 11-2-2024

Property Address: 6233 Mack Rd

Howell, MI 48855

Tax Parcel No. 4703 - 33 - 400 - 029

Acknowledgement and Support of the implementation of a Special Assessment District under Part 307 of the Natural Resources and Environmental Protection Act (1994 P.A. 451; MCL Section 324.30701, et. seq.). I/we, therefore, petition your body to take the following action:

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Property Owner(s) signature(s): Succe Pomoville

Property Address: 4300 FAVSSETT 2).
HOWFie, M. 48855

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Alexanielle

Property Owner(s) signature(s):

Property Address: 4300 FAVSSETT RD.
HOWFIL, MI. 48855

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SCOTT POMINVILLE

Property Owner(s) signature(s):

to At Pinke

Property Address: 4300 FAVSSETT 2D.
HOWFILL, MI. 48855

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Property Owner(s) signature(s):

Property Address: 4300 FAVSSETT 20.
HOWELL, MI. 48855

Acknowledgement and Support of the implementation of a Special Assessment District under Part 307 of the Natural Resources and Environmental Protection Act (1994 P.A. 451; MCL Section 324.30701, et. seq.). I/we, therefore, petition your body to take the following action:

TO CAUSE TO BE DETERMINED and ESTABLISHED an ELEVATED NORMAL WATER LEVEL for FAUSSETT LAKE achieved by the CREATION OF A SPECIAL ASSESSMENT DISTRICT to MAINTAIN, IMPROVE, REPAIR, CONSTRUCT, OPERATE and SUSTAIN the FAUSSETT LAKE DAM to keep FAUSSETT LAKE at an established water level. Said dam and lake are located in Section 33 of Deerfield Township, Livingston County, Michigan.

The undersigned, as a Faussett Lake property owner, does hereby consent and agree to the establishment of a Special Assessment District to collectively assess the property owners of Faussett Lake in order to preserve the integrity and maintenance of the dam servicing the lake and for ongoing costs for such maintenance, repair, inspection and monitoring of the Faussett Lake Dam for the mutual benefit of the homeowners comprising the special assessment district.

Elicabeth Laier

Property Owner(s) signature(s): Ellyabeth Jail

Date: 01-23-25

Property Address: 4300 FAVSSETT 20.
HOWELL, MI. 48855

Acknowledgement and Support of the implementation of a Special Assessment District under Part 307 of the Natural Resources and Environmental Protection Act (1994 P.A. 451; MCL Section 324.30701, et. seq.). I/we, therefore, petition your body to take the following action:

TO CAUSE TO BE DETERMINED and ESTABLISHED an ELEVATED NORMAL WATER LEVEL for FAUSSETT LAKE achieved by the CREATION OF A SPECIAL ASSESSMENT DISTRICT to MAINTAIN, IMPROVE, REPAIR, CONSTRUCT, OPERATE and SUSTAIN the FAUSSETT LAKE DAM to keep FAUSSETT LAKE at an established water level. Said dam and lake are located in Section 33 of Deerfield Township, Livingston County, Michigan.

The undersigned, as a Faussett Lake property owner, does hereby consent and agree to the establishment of a Special Assessment District to collectively assess the property owners of Faussett Lake in order to preserve the integrity and maintenance of the dam servicing the lake and for ongoing costs for such maintenance, repair, inspection and monitoring of the Faussett Lake Dam for the mutual benefit of the homeowners comprising the special assessment district.

Property Owner(s) signature(s):

Gregory Later

174

Property Address: 4300 FAVSSETT 20.
HOWELL, MI. 48855

Acknowledgement and Support of the implementation of a Special Assessment District under Part 307 of the Natural Resources and Environmental Protection Act (1994 P.A. 451; MCL Section 324.30701, et. seq.). I/we, therefore, petition your body to take the following action:

TO CAUSE TO BE DETERMINED and ESTABLISHED an ELEVATED NORMAL WATER LEVEL for FAUSSETT LAKE achieved by the CREATION OF A SPECIAL ASSESSMENT DISTRICT to MAINTAIN, IMPROVE, REPAIR, CONSTRUCT, OPERATE and SUSTAIN the FAUSSETT LAKE DAM to keep FAUSSETT LAKE at an established water level. Said dam and lake are located in Section 33 of Deerfield Township, Livingston County, Michigan.

The undersigned, as a Faussett Lake property owner, does hereby consent and agree to the establishment of a Special Assessment District to collectively assess the property owners of Faussett Lake in order to preserve the integrity and maintenance of the dam servicing the lake and for ongoing costs for such maintenance, repair, inspection and monitoring of the Faussett Lake Dam for the mutual benefit of the homeowners comprising the special assessment district.

Jack Gregory

Property Owner(s) signature(s):

Date: 1/23/2025

Property Address: 4300 FAVSSETT 20.

HOWELL, MI. 48855

Acknowledgement and Support of the implementation of a Special Assessment District under Part 307 of the Natural Resources and Environmental Protection Act (1994 P.A. 451; MCL Section 324.30701, et. seq.). I/we, therefore, petition your body to take the following action:

TO CAUSE TO BE DETERMINED and ESTABLISHED an ELEVATED NORMAL WATER LEVEL for FAUSSETT LAKE achieved by the CREATION OF A SPECIAL ASSESSMENT DISTRICT to MAINTAIN. IMPROVE, REPAIR, CONSTRUCT, OPERATE and SUSTAIN the FAUSSETT LAKE DAM to keep FAUSSETT LAKE at an established water level. Said dam and lake are located in Section 33 of Deerfield Township, Livingston County, Michigan.

The undersigned, as a Faussett Lake property owner, does hereby consent and agree to the establishment of a Special Assessment District to collectively assess the property owners of Faussett Lake in order to preserve the integrity and maintenance of the dam servicing the lake and for ongoing costs for such maintenance, repair, inspection and monitoring of the Faussett Lake Dam for the mutual benefit of the homeowners comprising the special assessment district.

Jill Laice

Property Owner(s) signature(s):

----/

Property Address:

HOWELL, MI. 48855

Acknowledgement and Support of the implementation of a Special Assessment District under Part 307 of the Natural Resources and Environmental Protection Act (1994 P.A. 451; MCL Section 324.30701, et. seq.). I/we, therefore, petition your body to take the following action:

TO CAUSE TO BE DETERMINED and ESTABLISHED an ELEVATED NORMAL WATER LEVEL for FAUSSETT LAKE achieved by the CREATION OF A SPECIAL ASSESSMENT DISTRICT to MAINTAIN, IMPROVE, REPAIR, CONSTRUCT, OPERATE and SUSTAIN the FAUSSETT LAKE DAM to keep FAUSSETT LAKE at an established water level. Said dam and lake are located in Section 33 of Deerfield Township, Livingston County, Michigan.

The undersigned, as a Faussett Lake property owner, does hereby consent and agree to the establishment of a Special Assessment District to collectively assess the property owners of Faussett Lake in order to preserve the integrity and maintenance of the dam servicing the lake and for ongoing costs for such maintenance, repair, inspection and monitoring of the Faussett Lake Dam for the mutual benefit of the homeowners comprising the special assessment district.

Property Owner(s) signature(s):

WILLIAM GREGORY

Date: 1/24/25

Property Address: 4300 FAVSSETT RD.

HOWFIL, MI. 48855

LIVINGSTON COUNTY DATE: March 24, 2025

Resolution Approving the Special Assessment Roll, Project Costs, and Issuance of Special Assessment District Notes for Repairs to the Thompson Lake Dam – Drain Commissioner

- **WHEREAS,** the Thompson Lake Dam in the City of Howell serves properties within the City of Howell and Oceola Township; and
- WHEREAS, pursuant to Part 307 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended (NREPA), the Livingston County Circuit Court (the Circuit Court), by orders dated October 10, 1984, March 9, 1989, August 23, 1989, and October 21, 1996, has established the normal lake level for Thompson Lake, and said dam is operated in accordance with the Inland Lakes and Dam Safety provisions (Parts 307 and 315 of NREPA); and
- WHEREAS, by further order dated July 5, 2005, the Circuit Court confirmed the boundaries of the Thompson Lake Level Special Assessment District (the Special Assessment District) for the construction, operation and maintenance of the Thompson Lake Dam, for the purpose of maintaining the normal lake level of the Thompson Lake Dam, pursuant to Part 307 of NREPA; and
- WHEREAS, pursuant to Resolution No. 683-160, dated June 6, 1983, the Livingston County Drain Commissioner was delegated the responsibility for operation and maintenance of the Thompson Lake Dam on behalf of Livingston County, pursuant to the provisions of Act 146, Public Acts of Michigan, 1961 (the 1961 Lake Level Act); and
- WHEREAS, the 1961 Lake Level Act was amended by Act 59, Public Acts of Michigan, 1995, which added Part 307 to NREPA, under which the party to whom delegation was previously authorized by the 1961 Lake Level Act is referred to as the "delegated authority"; and
- WHEREAS, prior approval of a repair exceeding \$10,000.00 of the Thompson Lake Dam And Log Gate Mechanism was obtained from the Livingston County Board of Commissioners pursuant to Resolution No. 2024-01-010, dated January 29, 2024; and
- WHEREAS, the Drain Commissioner held a public hearing consistent with the requirements of Part 307 of NREPA on February 10, 2025, to review the computation of costs of the lake level repair project and the corresponding special assessment roll; and
- WHEREAS, after considering input from the public hearing, the Livingston County Drain Commissioner has presented the computation of costs of the project in the sum of \$350,000 and the recommended special assessment roll spreads the project cost over four years to the Livingston County Board of Commissioners for final approval; and
- WHEREAS, the Livingston County Drain Commissioner has determined that it will be necessary for the Special Assessment District to issue its Special Assessment District Notes, in the amount not to exceed \$350,000 (the "Notes"); and
- **WHEREAS,** Highpoint Community Bank of Hastings, Michigan, has submitted a bid for said notes that requires the pledging of the full faith and credit of the Special Assessment District.

RESOLUTION NO:

2025-03-041

PAGE: 2

THEREFORE, BE IT RESOLVED by the Livingston County Board of Commissioners:

- 1. The Special Assessment District, as confirmed by order of the Livingston County Circuit Court, is hereby designated and confirmed as the "Thompson Lake Special Assessment District".
- 2. The Livingston County Board of Commissioners hereby approves the computation of costs of the project in the sum of \$350,000 and the special assessment roll spread over four years as presented and recommended by the Livingston County Drain Commissioner.
- 3. The special assessment roll with the assessments listed shall be final and conclusive unless appealed in a court within 15 days of the adoption of this Resolution. MCL 324.30714(4).
- 4. The Livingston County Board of Commissioners hereby approves the issuance of the Notes by the Special Assessment District pursuant to Part 307 of NREPA to finance the costs of the hereinabove described project, the Notes to be payable from the special assessments for said project.
- 5. The Livingston County Board of Commissioners hereby approves the retention of Dickinson Wright, PLLC, as legal counsel for the Notes.
- 6. The Livingston County Board of Commissioners hereby ratifies and confirms the appointment of the Drain Commissioner as "delegated authority" within the meaning of Part 307, to take such actions as are necessary to maintain the normal lake level of Thompson Lake.
- 7. The Drain Commissioner, as delegated authority, is authorized to execute an order pledging the full faith and Credit of the Special Assessment District for the repayment of the Notes.
- 8. The Drain Commissioner, as delegated authority, is authorized and directed to execute and deliver documents and take all other actions necessary or advisable to enable the sale and delivery of the Notes as contemplated herein.
- 9. The Livingston County Clerk shall forward to the Drain Commissioner a copy of this Resolution so that action can be instituted on the project in an expedient manner.
- 10. All resolutions and parts of resolutions insofar as the same that may be in conflict herewith are hereby rescinded.

#

MOVED: SECONDED: CARRIED:



2300 E. Grand River Ave, Suite 105, Howell MI 48843
Phone 517-546-0040 Fax 517-545-9658
Web Site: https://milivcounty.gov/drain/

Memorandum

To: Livingston County Board of Commissioners

From: Mitch Dempsey, Environmental Projects Manager

Ken Recker, Chief Deputy Drain Commissioner

Date: 02/20/2025

Re: Resolution Approving the Special Assessment Roll and Project Costs for Repairs to

the Thompson Lake Dam

Honorable Commissioners:

The attached resolution is requesting approval of the special assessment roll and project costs for repairs to the Thompson Lake Dam. Since 2023, our office has been tasked with completing required repairs of the Thompson Lake Dam and downstream spillway located within the City of Howell in Livingston County. The proposed repairs involve rehabilitation to the existing Thompson Lake Dam structure, downstream culvert, and improvements to the log gate control mechanism. While several statutory requirements for the repair have already been completed, approval of the special assessment roll and computation of costs by the Livingston County Board of Commissioners is needed pursuant to Part 307 of the Natural Resources and Environmental Protection Act.

On February 10, 2025, the Livingston County Drain Commissioner's Office held a public hearing at Oceola Township Hall to review the Thompson Lake Level special assessment roll and project costs. The hearing was held to provide property owners in the Thompson Lake Level Special Assessment District an opportunity to comment or protest their proposed assessment and the cost of the repair project. Following public comment during the hearing, the Livingston County Drain Commissioner has tentatively approved the special assessment roll and computation of costs presented for the Thompson Lake Level District.

Approval of the attached resolution by the Livingston County Board of Commissioners would authorize the Livingston County Drain Commissioner's Office as the delegated authority to secure financing and proceed with required repairs to the dam. It also finalizes the special assessment roll, and the assessments listed unless appealed in a court within 15 days of the

resolution adoption. Please note that assessments shown are principal only totals and are proposed to be spread over 4 years.

We respectfully request passage of the attached resolution.

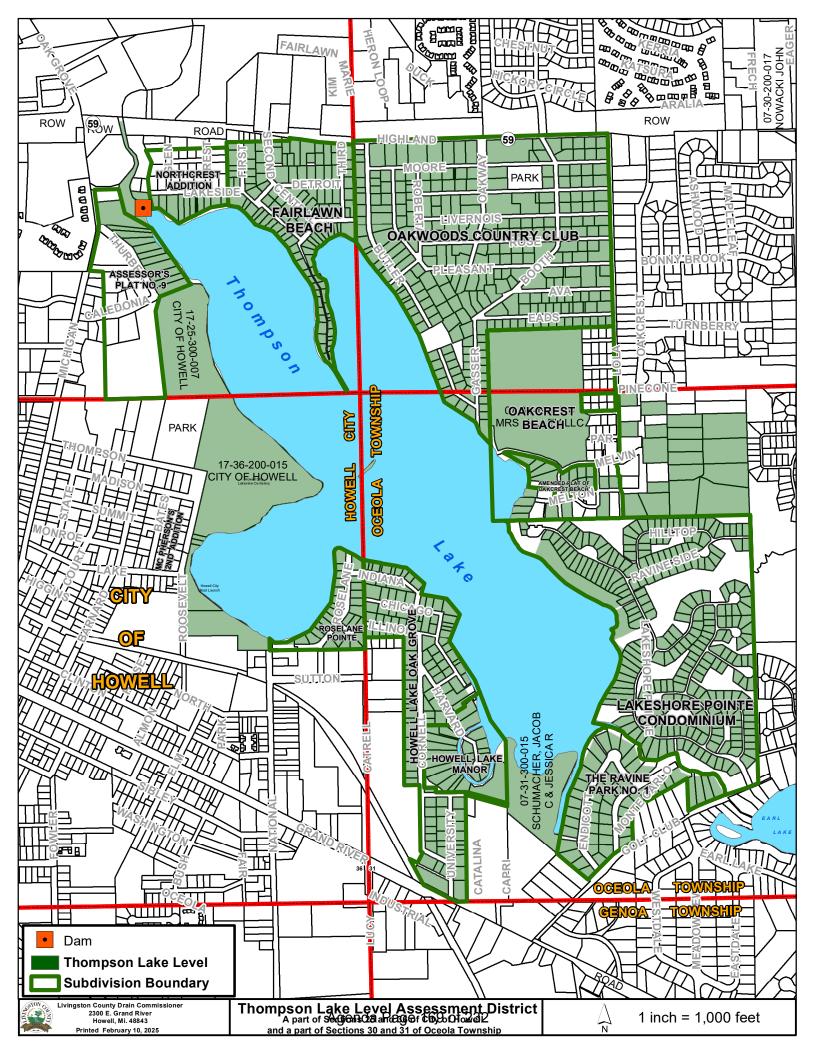
If you have any questions regarding this matter, please contact us.

Enclosures:

Thompson Lake Level Special Assessment District Map Computation of Costs Minutes of February 10, 2025, Public Hearing Thompson Lake Level Special Assessment Roll for Repair Project 2024 Engineering Plans

Computation of Costs

State of M	lichigan				
County of Li	ivingston				
In the Matte	er of	Thompson Lake Level			_
Traversing t	the Township(s) of	City of Howell & Oce	eola Township		
County and	State aforesaid				
Be it Know	n, that I,	Brian Jonckheere,		Livingston County Drain Commissioner	
of the Coun	ty of Livingston and State of M	ichigan, in accordance with the stat	ute in such case		
made and p	provided, did on the	<u>10th</u>	day of	February	, A.D. 202 <u>5</u>
make the fo	ollowing computation of the ent	ire cost of said Lake Level, to wit:			
1) Prel	liminary Costs				\$44,660.64
	Preliminary Engineering - GEI	Consultants		\$18,877.8	
	EGLE Permitting	lanca a dan adam		\$12,902.7	
	LCDC LEM - Tree Clearing of	ower structure		\$12,880.0	4
2) Lan	d Acquisition				\$0.00
3) Fina	al Engineering, Design and b	iddina			\$19,010.50
	GEI Consultants			\$19,010.5	
4) 1	15				AT 500 0d
	al Fees, Incl. Estimated cost Amount set aside for any appe	s of appeals if assessments not u	ipheid	\$7,500.0	\$7,500.00
	Amount set aside for any appe	ai		Ψ1,500.0	9
1	struction Cost				\$272,217.60
	LCDC L.E.M. Charges - Pun			\$19,000.0	
	Construction Inspection & Ove Eng. Const. Phase Services: (\$11,413.6 \$21,840.0	
		Sebastian Trucking and Excavating		\$253,217.6	
	al Costs for Mailing and Pub Notices for Apportionment He			\$3,000.0	\$3,000.00
	Notices for Apportionment he	aring - ESTIMATE		\$3,000.0	9
8) <u>Cap</u>	italized Interest (\$350,000 fo	r 6 months @ 5.19%)			\$9,082.50
9) Less		- (-in- lining lawar structure)			-\$50,000.00
) Less	s previously assessed moni	es (pipe lining lower structure)			-\$50,000.00
Gross Sum	of Expenses				\$305,471.24
Contingent	Expenses (min. 10%, max.	15%)		14.6	% \$44,598.80
Total Come	outed Cost of Lake Level Re	sair and Maintanana	For all 18 19 20 19 19 19 19 19 19 19 19 19 19 19 19 19		\$350,070.04
Trotal Comp	TOTAL TO BE F				\$350,070.04
					, , , , , , , , , , , , , , , , , , ,
		ning to the aforementioned lake leve	el.		
Dated at Liv	virigston this	10th day of	Feb	ruary, 2025	
(2					
Brian Jonckhelere					
County Drai	in Commissioner of Livingston	County			
0.11111	A CONTRACT OF THE CONTRACT OF	-b-10tt-0-tla-lat lovOBMOID and COLUB OF CO	10TO AE		
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LIVINGSTON COUNTY DRAIN COMMISSIONER

MINUTES OF PUBLIC HEARING TO REVIEW SPECIAL ASSESSMENT ROLL AND PROJECT COSTS

NAME OF LAKE: Thompson Lake (Lake Level)

DATE/TIME:

Monday, February 10, 2025, at 6:00 PM

LOCATION:

Oceola Township Hall 1577 N. Latson Road Howell, MI 48843

The Livingston County Drain Commissioner held a Public Hearing to Review Special Assessment Roll and Project Costs for the Thompson Lake Level District on the above date to make available for review project costs and a special assessment roll for the Thompson Lake Level District.

A list of the property owners appearing in person at the hearing and all written correspondence related to the hearing are on file at the Drain Commissioner's office.

Following the review of the project costs and special assessment roll, and hearing all public comment, the Livingston County Drain Commissioner approved a special assessment roll and computation of costs for the Thompson Lake Level District presented at the meeting. The approved computation of costs and special assessment roll shall be considered by the Livingston County Board of Commissioners. MCL 324.30714(3).

The Public Hearing adjourned at 7:17pm.

Brian Jonckheere

Livingston County Drain Commissioner on behalf of the Thompson Lake Level District

LIVINGSTON COUNTY DATE: March 24, 2025

Resolution Approving the Special Assessment Roll and Project Costs for Repairs to the Portage Baseline Lake Dam – Drain Commissioner

WHEREAS, the Portage and Baseline Lake Dam is located in Washtenaw County; and

- WHEREAS, there is a legally established lake level for Portage and Baseline Lakes located in both Livingston and Washtenaw Counties and the dam is operated in accordance with the Inland Lakes and Dam Safety provisions (Parts 307 and 315) of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended (NREPA); and
- **WHEREAS,** the Washtenaw County Board of Commissioners and its delegated authority have previously been given jurisdiction for the operation and maintenance of the normal level of Portage and Baseline Lakes, in coordination with the Livingston County Board of Commissioners and its delegated authority; and
- **WHEREAS,** prior approval of a repair exceeding \$10,000.00 of the Portage Baseline Lake Dam was obtained from the Livingston County Board of Commissioners; and
- **WHEREAS,** a special assessment district was established by the Washtenaw County Circuit Court for Portage and Base Line Lakes under Part 307. MCL 324.30704; and
- **WHEREAS,** the Drain Commissioner held a public hearing on February 6, 2025 to review the computation of costs of a lake level project and a corresponding special assessment roll consistent with the requirements of Part 307. MCL 324.30714(2); and
- **WHEREAS,** after considering input from the public hearing, the Drain Commissioner presented the computation of costs of the project and the special assessment roll to the Board for final approval.
- **THEREFORE, BE IT RESOLVED** that the Board of Commissioners hereby approves the computation of costs of the project and the special assessment roll as presented by the Drain Commissioner. The Livingston County Board of Commissioners will consider the roll of Livingston County properties at a public meeting.
- **BE IT FURTHER RESOLVED** that the special assessment roll with the assessments listed shall be final and conclusive unless appealed in a court within 15 days of the adoption of this Resolution. MCL 324.30714(4).
- **BE IT FURTHER RESOLVED** that the Livingston County Clerk shall forward to the Drain Commissioner a copy of this Resolution so that action can be instituted on the project in an expedient manner.
- **BE IT FURTHER RESOLVED** that all resolutions and parts of resolutions insofar as the same that may be in conflict herewith are hereby rescinded.

#

MOVED: SECONDED: CARRIED:



2300 E. Grand River Ave, Suite 105, Howell MI 48843
Phone 517-546-0040 Fax 517-545-9658
Web Site: https://milivcounty.gov/drain/

Memorandum

To: Livingston County Board of Commissioners

From: Mitch Dempsey, Environmental Projects Manager

Ken Recker, Chief Deputy Drain Commissioner

Date: 02/21/2025

Re: Resolution Approving the Special Assessment Roll and Project Costs for Repairs to

the Portage Baseline Lake Dam

Resolution Pledging Full Faith and Credit for the Portage Baseline Lake Level

Assessment District, 2025 Lake Level Bonds

Honorable Commissioners:

The attached resolutions approve the special assessment roll and project costs for repairs to the Portage Baseline Lake Dam. After an engineering inspection of the structure noting deficiencies occurred on June 20, 2023, the Washtenaw County Water Resources Commissioner in coordination with our office have been involved with completing required repairs of the Portage Baseline Lake Dam located within Dexter Township in Washtenaw County. The proposed repairs involve replacement of the radial control gates, upgrades to the safety system, fixing the concrete retaining walls, and upgrading monitoring equipment. While several statutory requirements for the repair have already been completed, approval of the special assessment roll and computation of costs by the Livingston County Board of Commissioners is needed pursuant to Part 307 of the Natural Resources and Environmental Protection Act.

The cost of repairs is assessed to the Portage and Baseline Lake Level Special Assessment District which includes properties in both Livingston and Washtenaw Counties. On February 6, 2025, the Livingston County Drain Commissioner's Office and Washtenaw County Water Resources Commissioner's Office held a public hearing at Hamburg Township Hall to review the Portage Baseline Lake Level special assessment roll and project costs. The hearing was held to provide property owners in the Portage Baseline Lake Level Special Assessment District an opportunity to review, comment, and potentially protest their proposed assessment and the cost of the repair project. Following public comment during the hearing, the Livingston County Drain Commissioner and Washtenaw County Water Resources Commissioner have tentatively

approved a special assessment roll for their respective County and the computation of costs presented for the Portage Baseline Lake Level District.

Approval of the attached resolutions by the Livingston County Board of Commissioners would authorize the Washtenaw County Water Resources Commissioner's Office as the delegated authority to secure financing and proceed with required repairs to the dam in coordination with the Livingston County Drain Commissioner's Office. It also finalizes the special assessment roll, and the assessments listed unless appealed in a court within 15 days of the resolution adoption. Please note that the assessments shown are totals and are proposed to be spread over 8 years.

We respectfully request passage of the attached resolutions.

If you have any questions regarding this matter, please contact us.

Enclosures:

Portage Baseline Lake Level Special Assessment District Map Project Computation of Costs Minutes of February 6, 2025, Public Hearing Portage Baseline Lake Level Special Assessment Roll for Repair Project Assessment Roll Modification Exhibit 2025 Portage Baseline Engineering Plans

	Cost	Total Cost
1) Engineering Cost Dam Inspection after gate failure Drain Field Staff Engineering Design and Bidding Engineering project management Interest on Engineering Contract - WCWRC Engineer	\$12,000.00 \$2,500.00 \$145,000.00 \$5,000.00 \$1,500.00	
2) Construction Cost engineering contract - Oak Construction WCWRC site inspection engineering services Spicer (project management) Oak Stop Log fabrication	\$1,439,000.00 \$4,000.00 \$40,000.00 \$12,500.00	
3) Administrative Cost Publishing Notices Staking and Inspection Supervision Force Account - WCWRC Engineer Postage EGLE Permit	\$1,500.00 \$1,500.00 \$2,500.00 \$1,000.00 \$500.00)
4) Legal Fees Cost of Appeal Special Assessment Hearing Court Hearing for Amending Lake Level Order 5) Financial Cost 7 months interest on notes @ 5%	\$0.00 \$2,500.00 \$8,500.00 \$17,500.00	\$28,500.00 \$134,500.00
Bond Attorney Fees Financial Advisor fees Other Bond Issuance Costs	\$18,000.00 \$16,000.00 \$40,500.00	,
Gross Sum of Expenses Add xx% to cover Contingent Expenses	15.00%	\$1,833,000.00 \$274,950.00
Total Computed Cost of Constructing Said Drain		\$2,107,950.00
Total Bond amount		\$2,100,000.00

Certification

Be It Known, that I, Gretchen Driskell, County of Washtenaw, State of Michigan and delegated authority of the Portage-Baseline Lake Level District, in accordance with the statute in such case made and provided, did on the 8th day of January, 2025, make the following computation of the entire cost of said lake level, to-wit:

Filed in my office with other papers pertaining to the within mentioned lake level.

Dated at Washtenaw County, Michigan, this 8th day of January, 2025

Gretchen Driskell, Washtenaw County Drain Gendai Sage 174 of 232

LIVINGSTON COUNTY DRAIN COMMISSIONER

MINUTES OF PUBLIC HEARING TO REVIEW SPECIAL ASSESSMENT ROLL AND PROJECT COSTS

NAME OF LAKE: Portage and Base Line Lakes (Lake Level)

DATE/TIME:

Thursday, February 6, 2025 at 3:00 PM

LOCATION:

Hamburg Township Hall

10405 Merrill Road Hamburg, MI 48139

The Livingston County Drain Commissioner held a Public Hearing to Review Special Assessment Roll and Project Costs for the Portage and Base Line Lakes – Lake Level District on the above date to make available for review project costs and a special assessment roll for the Portage and Base Line Lakes – Lake Level District.

A list of the property owners appearing in person at the hearing and all written correspondence related to the hearing are on file at the Drain Commissioner's office.

Following the review of the project costs and special assessment roll, and hearing all public comment, the Livingston County Drain Commissioner approved a special assessment roll and computation of costs for the Portage and Base Line Lakes – Lake Level District presented at the meeting. The approved computation of costs and special assessment roll shall be considered by the Livingston County Board of Commissioners. MCL 324.30714(3).

The Public Hearing adjourned at approximately 5:30pm.

Brian Jonckheere

Livingston County Drain Commissioner on behalf of the Portage and Base Line Lakes

- Lake Level District

LIVINGSTON COUNTY

Resolution Pledging Full Faith and Credit for the Portage Baseline Lake Level Assessment District 2025 Lake Level Bonds (Limited Tax General Obligation) – Drain Commissioner

WHEREAS, Part 307 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended, being MCL 324.30707 et seq. ("Part 307"), establishes procedures to determine and maintain a normal level of an inland lake; and

DATE:

March 24, 2025

WHEREAS, Portage and Baseline Lakes (also known as Portage and Base Lakes), located in Dexter and Webster Townships in Washtenaw County, Michigan ("Washtenaw County") and Putnam and Hamburg Township in Livingston County, Michigan ("Livingston County" and together with Washtenaw County, the "Counties") have established normal lake levels by the Washtenaw County Circuit Court under Part 307; and

WHEREAS, the Washtenaw County Water Resources Commissioner (WCWRC) has been delegated authority by the Washtenaw County Board of Commissioners for activities related to the project within Washtenaw County pursuant to Part 307 to maintain the normal lake levels at Portage and Baseline Lakes; and

WHEREAS, the Livingston County Drain Commissioner has been delegated authority by the Livingston County Board of Commissioners for activities related to the project within Livingston County pursuant to Part 307 to maintain the normal levels at Portage and Baseline Lakes; and

WHEREAS, pursuant to Part 307, the LCDC and WCWRC have each prepared an assessment roll for their respective counties providing for assessments (the "Assessments") to be levied against property owners in the Assessment District within Dexter, Webster, Putnam and Hamburg Townships (together, the "Benefitted Lands") to pay for improvements and activities necessary to maintain the normal lake levels at Portage and Baseline Lakes, including maintenance and repair of lake level infrastructure (the "Project"); and

WHEREAS, the costs of the Project have been allocated between the Counties, and property owners in Dexter and Webster Townships in Washtenaw County have been apportioned 45% of such costs of the Project; and

WHEREAS, property owners in Putnam and Hamburg Townships in Livingston County have been apportioned 55% of such costs of the Project; and

WHEREAS, the Assessments shall be paid by the Benefited Lands, according to apportionments determined by the delegated authorities acting pursuant to Part 307, in annual principal installments over a period of not to exceed eight (8) years as determined by the Assessment district, with interest thereon at such interest rate as shall be calculated to be sufficient to pay interest on any bonds to be payable from the Assessments; and

WHEREAS, the Assessment district, by order, will authorize the issuance of bonds by the Assessment district to be designated as the 2025 Lake Level Bonds (Limited Tax General Obligation) in the aggregate principal amount of not-to-exceed \$2,100,000 (the "Bonds") in anticipation of the payment of the Assessments; and

PAGE: 2

WHEREAS, Section 30705 of Part 307 authorizes Livingston County to pledge its full faith and credit for the payment of the Bonds if the Board of Commissioners of Livingston County has adopted a resolution by a 2/3 majority vote of its total membership; and

WHEREAS, it is in the best interest of Livingston County, the Assessment District, and those property owners within Livingston County being assessed for the Project, that the Bonds be secured by a pledge of the full faith and credit of Livingston County as authorized by Part 307 in order that the Bonds may be sold at the lowest and most favorable interest cost.

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Livingston County, as follows:

- 1. Public Purpose; Limited Tax Full Faith and Credit Pledge of Livingston County. The Board of Commissioners of Livingston County does hereby determine that the Project is necessary for the protection of the public health, safety and welfare of Livingston County and its residents. Pursuant to the authorization provided in Part 307, the Board of Commissioners of Livingston County does hereby irrevocably pledge the full faith and credit of Livingston County for the prompt payment of its apportioned share of the principal of and interest on the Bonds when due, and pursuant to said pledge, in the event that the collection of the Assessments is insufficient to pay the Bonds or the interest thereon when due, Livingston County's apportioned share of the amount unpaid shall be promptly advanced from Livingston County funds as a first budget obligation, or, if necessary Livingston County shall levy taxes upon all taxable property in Livingston County therefor, subject to applicable constitutional and statutory tax rate limitations. The Livingston County Treasurer is directed to immediately make such advancement to the extent necessary.
- 2. Reimbursement of Advance from Assessment Roll. In the event that pursuant to the pledge of its full faith and credit Livingston County advances out of Livingston County funds any part of the principal of and interest on the Bonds, it shall be the duty of the Livingston County Treasurer and the Assessment district, for and on behalf of Livingston County, to take all actions and proceedings and pursue all remedies permitted or authorized by law for the enforcement and collection of the Assessments, and the reimbursement of such advances so paid by Livingston County, including without limitation the reassessment by the Delegated Authority of the assessment roll as provided in Part 307.
- 3. <u>Tax Covenant</u>. To the extent permitted by law, Livingston County shall take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from adjusted gross income for general federal income tax purposes under the Internal Revenue Code of 1986, as amended, including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure of proceeds of the Bonds and moneys deemed to be proceeds of the Bonds.
- 4. <u>Application to Michigan Department of Treasury</u>. The Livingston County Administrator, Chief Financial Officer, or appropriate official of the Assessment district, are each hereby authorized to complete, execute and file any and all applications or requests for waivers with the Michigan Department of Treasury necessary to effectuate the sale and delivery of the Bonds, including, if necessary, an application for prior approval to the Bonds, and to pay any necessary fees.

PAGE:

5. Official Statement and Continuing Disclosure. Livingston County hereby agrees to cooperate in preparation of preliminary and final official statements or other marketing circular describing the Bonds, and in any application for bond ratings and municipal bond insurance for the Bonds. If appropriate, Livingston County hereby agrees to enter into a Continuing Disclosure Undertaking in order to enable the underwriters of the Bonds to comply with the requirements of Rule 15c2-12, as amended, promulgated by the Securities and Exchange Commission. The Livingston County Administrator, Chief Financial Officer or appropriate official of the Delegated Authority are each individually authorized to offer such assistance and to execute and deliver final official statements, or other marketing circulars, and a Continuing Disclosure Undertaking.

- 6. Necessary Actions. The Livingston County Administrator, Treasurer, Drain Commissioner, Chief Deputy Drain Commissioner and any one or more of the officers, administrators, agents and attorneys of the County are authorized and directed to execute and deliver all other agreements, documents and certificates and to take all other actions necessary or convenient to complete the issuance, sale, and delivery of the Bonds in accordance with this Resolution and the order of the Assessment district authorizing issuance and sale of the Bonds.
- 7. <u>Act 34 Notice Posting</u>. Livingston County hereby confirms that the posting required pursuant to Act 34, Public Acts of Michigan, 2001, as amended, as set forth in Exhibit A attached hereto, was done in due time and form as required by said act.
- 8. <u>Rescission</u>. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby repealed. This resolution shall become effective immediately upon its passage.

#

MOVED: SECONDED: CARRIED:



2300 E. Grand River Ave, Suite 105, Howell MI 48843
Phone 517-546-0040 Fax 517-545-9658
Web Site: https://milivcounty.gov/drain/

Memorandum

To: Livingston County Board of Commissioners

From: Mitch Dempsey, Environmental Projects Manager

Ken Recker, Chief Deputy Drain Commissioner

Date: 02/21/2025

Re: Resolution Approving the Special Assessment Roll and Project Costs for Repairs to

the Portage Baseline Lake Dam

Resolution Pledging Full Faith and Credit for the Portage Baseline Lake Level

Assessment District, 2025 Lake Level Bonds

Honorable Commissioners:

The attached resolutions approve the special assessment roll and project costs for repairs to the Portage Baseline Lake Dam. After an engineering inspection of the structure noting deficiencies occurred on June 20, 2023, the Washtenaw County Water Resources Commissioner in coordination with our office have been involved with completing required repairs of the Portage Baseline Lake Dam located within Dexter Township in Washtenaw County. The proposed repairs involve replacement of the radial control gates, upgrades to the safety system, fixing the concrete retaining walls, and upgrading monitoring equipment. While several statutory requirements for the repair have already been completed, approval of the special assessment roll and computation of costs by the Livingston County Board of Commissioners is needed pursuant to Part 307 of the Natural Resources and Environmental Protection Act.

The cost of repairs is assessed to the Portage and Baseline Lake Level Special Assessment District which includes properties in both Livingston and Washtenaw Counties. On February 6, 2025, the Livingston County Drain Commissioner's Office and Washtenaw County Water Resources Commissioner's Office held a public hearing at Hamburg Township Hall to review the Portage Baseline Lake Level special assessment roll and project costs. The hearing was held to provide property owners in the Portage Baseline Lake Level Special Assessment District an opportunity to review, comment, and potentially protest their proposed assessment and the cost of the repair project. Following public comment during the hearing, the Livingston County Drain Commissioner and Washtenaw County Water Resources Commissioner have tentatively

approved a special assessment roll for their respective County and the computation of costs presented for the Portage Baseline Lake Level District.

Approval of the attached resolutions by the Livingston County Board of Commissioners would authorize the Washtenaw County Water Resources Commissioner's Office as the delegated authority to secure financing and proceed with required repairs to the dam in coordination with the Livingston County Drain Commissioner's Office. It also finalizes the special assessment roll, and the assessments listed unless appealed in a court within 15 days of the resolution adoption. Please note that the assessments shown are totals and are proposed to be spread over 8 years.

We respectfully request passage of the attached resolutions.

If you have any questions regarding this matter, please contact us.

Enclosures:

Portage Baseline Lake Level Special Assessment District Map Project Computation of Costs Minutes of February 6, 2025, Public Hearing Portage Baseline Lake Level Special Assessment Roll for Repair Project Assessment Roll Modification Exhibit 2025 Portage Baseline Engineering Plans

LIVINGSTON COUNTY DATE: March 24, 2025

Resolution Establishing a Fund Balance Policy for the Livingston County General Fund (Fund 101) – Board of Commissioners

WHEREAS, it is prudent to establish a formal policy regarding the level of General Fund balance to be maintained; and

WHEREAS, Livingston County desires to balance its General Fund budget annually without a reliance on fund balance while continuing to maintain a healthy amount of reserves; and

WHEREAS, it is imperative that Livingston County be prepared for emergency situations and unexpected revenue shortfalls; and

WHEREAS, appropriate uses of fund balance include capital projects and one-time expenditures, liability payments, and responding to unanticipated revenue losses; and

WHEREAS, fund balance should not be directed to ongoing recurring expenditures; and

WHEREAS, a healthy fund balance is a signal of financial health to credit agencies as Livingston County strives to maintain its longstanding AAA credit rating.

THEREFORE, BE IT RESOLVED, the Livingston County Board of Commissioners hereby establishes a goal to hold a minimum of 60% of current year General Fund (Fund 101) expenditures in fund balance.

BE IT FURTHER RESOLVED, that should the fund balance fall below the established goal for two consecutive year ends, the County Administrator will work with department heads and Elected Officials to review discretionary spending, capital replacement, fees, and other options to replenish the fund in the upcoming budget.

BE IT FURTHER RESOLVED, the County Administrator or Chief Financial Officer shall provide periodic updates to the Board of Commissioners on the status of the General Fund balance.

#

MOVED: SECONDED: CARRIED:

LIVINGSTON COUNTY DATE: March 24, 2025

Resolution Amending Resolution 2023-03-033 Establishing Uniform Procedure for Nominating and Selecting Citizens for Board Appointed Committee/Board Positions – Board of Commissioners

WHEREAS, the Board of Commissioners desires to establish a uniform procedure for the selection of appointed committee/board positions; and

WHEREAS, this resolution does not apply to the Airport Zoning Board of Appeals, Community Mental Health Authority Board, and any committee/board that has an appointment process dictated by State statute(s).

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners authorizes the implementation of the following procedure for the nomination and selection of citizens to appointed Board committee/board positions:

- 1. Before the second board meeting of each year, County Administration shall be responsible for updating the Board Manager program located at https://milivcounty.gov/boc/board-vacancies/, with a complete list of all committees/boards, their members, and the year that their current term expires, a short description of what each committee/board does, when, how often, and where each committee/board meets. This information is then available 24/7 online. A list of members' terms scheduled to expire in the current year will be given to each Commissioner by February 1.
- 2. Impending vacancies shall be posted or noticed on the county website not less than 10-weeks prior to an upcoming vacancy, or sooner if a vacancy occurs. In the event that the vacancy requires a posting, the posting shall list a closure date no later than two (2) weeks following the opening of the posting, and no applicant shall be considered for appointment if their application is received by the County after 11:59 pm of the date of closure. These notices shall be posted at: https://milivcounty.gov. Commissioners shall be notified by the Administrator or his/her designee via email of a posting opening and closing and duration of the posting. Department heads involved in the management of a committee/board with a vacancy shall also be notified of the vacancy and the posting. If zero (0) applications are received during a posting period, the notice will be re-posted for one (1) week until application(s) are received.
- 3. Other than committees/boards with appointment processes dictated by State statute(s), County Administration shall provide all Commissioners with all available information submitted on all candidates applying for a new term. Information requested of applicants shall include:
 - a. Their name, home address, phone number, and email address.
 - b. Their letter of interest, copy of application, and resume.
- 4. For committees/boards operating under State statute(s), County Administration, shall provide all Commissioners with all available information submitted by all applicants seeking appointment not later than one week following closing of a posting.
- 5. The Board Chair may recommend one candidate for each open position.

RESOLUTION NO:

2025-3-045

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6. Any Commissioner may submit name(s) for nomination to County Administration, the Personnel Committee, and Board Chair before the posting is closed.

- 7. Interviews of candidates shall be conducted if at least three (3) Commissioners submit a request to the County Administrator no later than one (1) week following receipt of submitted candidate information. All Commissioners may participate in the interviews. All candidates shall be presented to the Personnel Committee for consideration following the completion of interviews, if interviews take place. All candidates shall be listed within a "Whereas" section within the resolution. The Board Chair's recommendation shall be noted within a separate "Whereas" section within the resolution.
- 8. The Personnel Committee may make a selection and recommend the resolution to the full Board of Commissioners and shall take into consideration the Board Chair's recommendation. More than one candidate per open position may be recommended by the Personnel Committee. Candidates recommended by the Personnel Committee shall be listed in an allotted space within a separate "Whereas" section. If the Personnel Committee does not approve a resolution for recommendation to the full Board of Commissioners, then the position shall be reposted.
- 9. When the recommended resolution is presented to the full Board of Commissioners for full Board approval, following full Board discussion, votes will be taken for each position, eliminating the lowest vote nominee until one candidate receives five votes.
- 10. The provisions in this Resolution that conflict with State statute(s) pertaining to the nomination, selection, or qualifications of citizens for Board appointed committee/board positions shall be null and void.

#

MOVED: SECONDED: CARRIED:

LIVINGSTON COUNTY

Resolution Authorizing the Sending of Requests for Proposals for Obedience to Court Order as to Spending Opioid Settlement Funds for Core Treatment and/or Education, Harm Reduction, or Adverse Impacts in Livingston County – Board of Commissioners

DATE:

March 24, 2025

WHEREAS, the County has done its due diligence in surveying private and public opioid abuse treatment and education entities in Livingston County and has received credible leads on who might possess the experience, credentials, staff, and desire to obey the Court Order;

WHEREAS, such leads include 1) Key Development Center, Inc. 2) Recovery Advocates in Livingston 3) Livingston County Catholic Charities 4) 911 Central Dispatch 5) Livingston County Sheriff's Office and Jail 6) Livingston County Emergency Medical Services & Ambulance 7) Livingston County Emergency Managers, and other/future leads are not hereby excluded from consideration.

THEREFORE, BE IT RESOLVED the Livingston County Board of Commissioners hereby authorizes the mailing of Request for Proposals to the above 7 entities, particularly requesting their willingness to obey the Court Order in providing opioid treatment and/or education; respondents should include their current experience and credentials specific to the Court Order wording, their current staff levels and physical office locations, and a low and high estimate of funds needed for a 12 month time period; their organization, status, and past current or known future litigation or complaints at state or federal agencies, their willingness ability to provide data, outcomes, effectiveness, quarterly and annual reports, and their willingness to include the following services as potential activities:

- Naloxone usage as appropriate
- Medication assisted treatment
- Address the needs of pregnant and postpartum women
- Treatment for Neonatal opioid avoidance and abstinence
- Warm Hands Off Programs
 Treatment to the Incarcerated Population
 Prevention
- Evidence-based Data Collection
- Prevention Against Over Prescribing
- Prevention Against Opioid Misuse
- Prevention Against Overdose Deaths
- Treatment of Opioid Use Disorders
- Support to Those Undergoing Treatment
 Connecting Those in Need to Available Resources
 Address the Needs of Individuals in the Criminal Justice System
- Address the Needs of Babies and Infants Support First Responders
- Training

PAGE: 2

BE IT FURTHER RESOLVED that the Request for Proposals be similar to the attached sample from the Michigan Association of Counties with edits and refinements, with a target for RFP Release of April 14, 2025.

BE IT FURTHER RESOLVED that any Commissioner may request a copy of this resolution, the Request for Proposal form, and the 15 relevant pages of the Court Order (Exhibit E) be sent to whom the commissioner believes is a credentialed and experienced opioid treatment professional if doing business in Livingston County and providing services to Livingston County residents.

#

MOVED: SECONDED: CARRIED:

LIVINGSTON COUNTY DATE: March 24, 2025

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

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 3/24/25 through 12/31/27; 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 2025 budget includes sufficient contingency funds in the EMS Fund for the settlement of this tentative agreement package; 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 3/24/25 through 12/31/27.

BE IT FURTHER RESOLVED the Board of Commissioners authorizes any budget transfers needed to effectuate this agreement.

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

#

MOVED: SECONDED: CARRIED:

AGREEMENT

BETWEEN

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

-&-

MICHIGAN ASSOCIATION OF FIRE FIGHTERS

FOR

LIVINGSTON COUNTY EMS





March_____, 2025 2022 THROUGH DECEMBER 31, 2027 2024

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AGREEMENT

THIS AGREEMENT, entered into this _____ day of March, 2025 2022, by and between the LIVINGSTON COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "Employer," and MICHIGAN ASSOCIATION OF FIRE FIGHTERS (MAFF), together hereinafter referred to as the "Union".

PREAMBLE

The parties recognize that the interest of the County and the job security of the employees depend upon the Employer's success in establishing proper, efficient services to the County.

RECOGNITION

Section 1.0. Collective Bargaining Unit

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All permanent full-time and regularly scheduled part-time emergency medical technicians (EMT) employed by Livingston County, BUT EXCLUDING clerical employees, temporary employees, irregular part-time employees, on-call employees and supervisors.

For purposes of the Act, to bargain collectively is the performance of the mutual obligation of the Employer and the representative to the employees to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment.

UNION SECURITY

Section 2.0. Agency Shop and Dues Deduction

- A. The Employer will not discriminate against any employee because the Employee voluntarily chooses to be a member of the union or to otherwise pay fees to the Union for bargaining and defending the Collective Bargaining Agreement; nor will the Employer discriminate against any Employee who chooses not to be a member of, or not to pay dues/fees to the Union.
- B. Upon completion of thirty (30) days of employment, membership in the Union or compliance with payment of the representation fees shall be voluntary. If an employee voluntarily submits a dues/fees deduction form, the Employer agrees to

- deduct Union dues/fees to become effective the first payday of the month following the Employee's successful completion of thirty (30) days of employment.
- C. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member or who voluntarily authorizes the payment of representations fees, subject to all of the following conditions:
 - (1) The Union shall obtain from each employee who voluntarily agrees to become members or pay a representation fee a completed Check-Off Authorization Form which shall conform to the respective State and Federal law(s) concerning that subject.
 - (2) All Check-Off Authorization Forms shall be filed with the Employer, who may return an incomplete or incorrectly completed form to the Union's Treasurer and no check-off shall be made until such deficiency is corrected.
 - (3) The Employer shall check-off obligations which come due at the time of check-off, and will make check-off deduction only if the Employee has enough pay due to cover such obligation. If an employee withdraws his/her check-off authorization form in writing to the Employer and the Union, no deduction shall be made commencing with the first full pay-period after the authorization was withdrawn. The Employer is not responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Union.
 - (4) The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance is transmitted, of its belief, with reason(s) stated therefore, that the remittance is incorrect.
 - (5) The Union shall provide at least thirty (30) days' written notice to the Employer of the amount of Union dues and/or representation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.
 - (6) The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fee, or in reliance on any list, notice, certification, or authorization furnished under this Article sub 3. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.
- D. The Parties agree that should the right to work legislation be overturned though the courts or modified by the State of Michigan, the parties agree to meet and bargain over amendment of this section of the Collective Bargaining Agreement

REPRESENTATION

Section 3.0. Union Representation

Livingston County recognizes the right of the Union to designate representatives and/or alternates for the purpose of handling contract grievances, who shall be unit employees of Livingston County EMS. The alternate may exercise the rights of the President and/or Steward whichever is applicable, as set forth in this Article, only in the event the President or Steward is absent from work. **The Union will supply the Employer a list of approved representatives and alternates at least once per year, and as changes are made.** In the event there are no designated representatives available MAFF will provide representation on the matter at hand. The Employer will notify any employee at least 24 hours in advance of an investigatory meeting date and time. It is the responsibility of the employee to notify the Union and arrange for proper representation at that meeting. Participation may be in person or virtual with video active during the meeting. Failure to attend a scheduled investigatory meeting shall be treated as a failure to report for duty and appropriate corrective action taken and the investigation completed with the information available to the Employer.

Section 3.1. Collective Bargaining Committee

A Collective Bargaining Committee composed of two (2) employees and up to two (2) staff representatives from MAFF shall meet with the Employer representatives for purposes of negotiating modifications to this Agreement. All employees covered by this Agreement who have been selected as a member of the Union Bargaining Committee shall be allowed time off with pay if required to attend negotiation meetings during their regularly scheduled work hours.

Section 3.2. Special Conferences

Special Conferences between the Union and the Employer may be held to discuss matters of mutual concern. Such conferences may be held upon the written request of either party, which request shall specify the matter to be discussed, and if a conference is consented to, it shall be held at a time and place mutually agreed to by the Employer and the Union. It is agreed that Special Conferences shall not be for the purpose of conducting continuing contract negotiations. Attendees shall consist of one (1) employee representative, who shall be identified before the time of the conference is scheduled, and at least one (1) non-employee representative of the Union, and representative(s) of the Employer. The employee representative shall be excused from duty without penalty to attend special conferences held during his/her regularly scheduled workday, but shall not be compensated in any way for time spent attending conferences which are not held during his/her regularly scheduled workday.

Section 3.3. Union President Conference

The Employer and the Union President and/or Vice President will meet bi-monthly on a set schedule. When the scheduled meeting is on a regularly scheduled day of work, the employer will assign shift coverage for the length of the meeting. When the scheduled meeting in on a non-scheduled work day, the Union President and/or Vice President will be paid as time worked for the length of the meeting.

RESERVED RIGHTS

Section 4.0. Rights of the Employer

The Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the operation of EMS, and its judgment in these respects shall not be subject to challenge. These rights reserved by and vested in the Employer include, but are not limited to, those provided by constitutional and statutory provisions of law, as well as the rights to. in the sole discretion of the Employer, direct, hire, promote, transfer, assign, retain, layoff, to determine the starting and guitting times of all shifts (excepting 24 hour shifts as provided for in this Agreement) and the hours to be worked; to determine the location and assignment of facilities and equipment; to determine the methods, means and personnel required to provide ambulance service for the County; to determine and revise the number of employees to be employed, the shift and staffing levels, and the required qualifications and mix of those qualifications of those employees and for shifts and bases, as it has in the past including but not limited to designating the staffing, shift staffing, and base staffing of paramedic, EMT, MICU, Community Paramedic, Education, junior/senior status; to set and revise standards of work quality and safety. However, the Employer's authority to suspend, demote, discharge, or discipline non-probationary employees is limited to situations in which there exist just cause. The Employer shall also have the right to establish and enforce rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement. The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

Section 4.1. Subcontracting

The Employer shall have the right to subcontract work normally performed by the bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis. The Employer agrees, however, to notify and offer to discuss with the Union any contemplated subcontracting or work/operations transfers.

Section 4.2. Temporary Employees

The Director or his/her designee may hire temporary employees. They shall be paid wages for all hours worked but without any fringe benefits (except as required by law). Such wages shall be determined by the Employer but not to exceed the 3 year rate under the contract. They shall not be covered by the Union contract. These persons shall not be hired to replace permanent full-time employees. Except as defined in Sections 11.7, these temporary employees may work overtime which permanent full-time employees would otherwise work, provided the Director or his/her designee shall contact such regular permanent employees per Section 10.2.

Section 4.3. Full-time Employees

The Director or his/her designee may hire full-time employees above the starting rate of pay. Such wages shall be determined by the Employer but not to exceed the **4** 3 year rate under the contract. Determination shall be made based on full-time EMS experience at the level to which the employee has applied, successful completion of the employee's field training orientation, and review by management staff.

Section 4.4. Part-time Employees

The Director or his/her designee may hire part-time employees whose regular, budgeted hours, shall be limited to 24 in a week. The Director or his/her designee may hire these part-time employees above the starting rate of pay. Such wages shall be determined by the Employer but not to exceed the 43 year rate under the contract. Determination shall be made based on full-time EMS experience at the level to which the employee has applied, successful completion of the employee's field training orientation, and review by management staff.

Regularly scheduled part-time employees will not be scheduled for greater than 24 hours in a work week.

Regularly scheduled part-time employees will be part of the shift bid process only after all full-time employees have completed their shift bid and/or been placed on the schedule. Regular part-time employee's seniority for their shift bid will be the date they went part-time.

- A. Personnel budgeted and regularly scheduled to work twenty (20) hours per week or less will receive no benefits and will progress up the salary schedule annually.
- B. The number of hours scheduled will be the number of hours approved by the Livingston County Board of Commissioners for the position.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.0. Definition of Grievance

The term "grievance" as used in this Agreement is defined as a claim of a violation of this Agreement. Any grievances filed shall refer to the specific provision(s) alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violations. All grievances shall be commenced within five (5) business days after the occurrences of the circumstances giving rise to the grievance, or five (5) business days from the date when the employee should reasonably have been known of the occurrence.

Section 5.1. Grievance Procedure

All grievances shall be handled in the following manner:

Step 1: <u>Verbal Procedure</u>. If an employee has a grievance and wishes to enter it into the grievance procedure, he/she shall, within five (5) business days of the occurrence of the incident which gave rise to the grievance, discuss it with his/her immediate supervisor with the object of resolving the matter informally.

- **Step 2:** Written Procedure. If the grievance is not satisfactorily resolved by Step 1, the employee shall reduce the grievance to writing and present it to the Director of EMS, or his/her designee, within five (5) business days after the verbal discussion of Step 1. The grievance shall be dated and signed by the aggrieved employee and his/her representative and shall set forth the facts, including dates, and the provisions of the Agreement that are alleged to have been violated and the remedy desired. The Director of EMS, or his/her designee, shall make his/her written disposition of the grievance to the local representative within ten (10) business days of receipt of the grievance.
- Step 3: Appeal Procedure. In the event the employee and/or the Union does not agree with the decision of the Director of EMS, or his/her designee, the Union shall within ten (10) business days of receipt of the written answer, request a meeting with the Labor Relations Manager. Such meeting shall take place within thirty (30) days unless the time limits are extended by mutual agreement of the parties in writing. The meeting shall be between the Grievant, a Local Representative, a MAFF Labor representative, the Labor Relations Manager and no more than two Employer representatives. The Labor Relations Manager shall render its decision within ten (10) business days of the meeting.
- **Step 4:** Mediation. Prior to the submittal to arbitration, the parties may request the assistance of the Michigan Employment Relations Commission (MERC) to resolve the grievance by mediation. Participation in mediation shall be by mutual agreement and the parties will participate without prejudice to their right to have a grievance resolved without arbitration.

Section 5.2. Grievance Resolution

All grievances which are satisfactorily resolved in Step 1 or Step 2 of the grievance procedure and which have economic implications must be approved by the Board of Commissioners or its designated representative before they shall become final.

Section 5.3. Arbitration Request

If the grievance is not satisfactorily resolved in Step 3, the Union may request arbitration by notifying the Employer of its intent to submit the grievance to arbitration within thirty (30) days after receipt of the Employer's answer in Step 3.

Section 5.4. Time Limitation

The time limits set forth in the grievance procedure shall be followed by the parties unless an extension is agreed upon in writing by both parties. If the time procedure is not followed by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration. Saturday, Sunday and holidays shall not be counted under the time limits established by the grievance procedure.

Section 5.5. Selection of Arbitrator

- A. Upon receipt of the Union's notice of intent to arbitrate, the parties, within ten (10) days, shall attempt to mutually agree upon an arbitrator. Michigan Employment Relations Commission (MERC) consisting of seven (7) potential arbitrators. Each party shall alternatively strike arbitrators and the remaining arbitrator shall be submitted to MERC. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. All other costs related to arbitration of a grievance shall be borne by the party incurring them.
- B. The arbitration shall be held within ninety (90) days after receipt of the Union's notice of intent to arbitrate unless agreed to be extended by the parties in writing. If the selected arbitrator cannot hear the case within the ninety (90) days, FMCS shall provide additional arbitrators who can do so. The above shall apply to discharge and demotion cases and other cases where the Employer may have continuing liability due to a loss of benefits.
- C. All arbitration hearings shall be conducted in accordance with the American Arbitration Rules and Regulations.

Section 5.6. Arbitrator's Powers

The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. The arbitrator shall give full recognition to the doctrine of reserved or residual rights and the Employer's exercise of any of its rights not limited by the express provisions of this Agreement. By accepting a case from the parties, the arbitrator acknowledges its limitations of authority, and agrees not to decide an issue which is outside of its jurisdiction under this Agreement. The arbitrator recognizes that the Employer is governed by certain laws of the State of Michigan and that the Employer exists for the purpose of serving the public, and the arbitrator agrees that this Agreement shall be interpreted and construed consistent with such laws and in such manner as will best serve the right and interest of the taxpayers of the County. Any award of the arbitrator for a continuing violation of this Agreement shall not be retroactive prior to the time the grievance was first submitted in writing.

With the exception of information obtained based upon the promise of confidentiality or legal privilege, upon request, the Employer shall provide the Union with all documentation related to the grievance.

Section 5.7. Administrative Procedures

The arbitrator's decision shall be final and binding on the Employer, Union and employees; provided, however, that this shall not prohibit a challenge to the arbitration decision in a court of competent jurisdiction, if it is alleged that the arbitrator has exceeded its jurisdiction or that such decision was obtained through fraud or other unlawful action.

Section 5.8. Election of Remedies

Where there exists an administrative or regulatory complaint remedial procedure for the subject of a complaint, including but not limited to workers' compensation, veterans preference, civil rights, Department of Labor, such complaint shall not be subject to the grievance procedure. This provision shall not be interpreted to prohibit an employee from availing themselves of remedies provided under the Michigan Worker's Compensation Act or bringing a charge with the Equal Employment Opportunity Commission while pursuing a grievance.

PROHIBITIONS

Section 6.0. No Strike and Lockout

The Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of EMS.

The Employer agrees that during the same period there will be no lockouts.

Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge at the sole discretion of the Employer.

DISCHARGE AND SUSPENSION

Section 7.0. Discharge Notice

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify in writing the employee and his/her steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension. Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to Step 3 of the grievance procedure.

Section 7.1. Prior Discipline

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than eighteen (18) months previously. Leaves of absence shall extend this eighteen (18) month period, on a day for day basis.

PROBATION

Section 8.0. Probationary Period

All employees shall be considered probationary employees until the employee has completed twelve (12) months of work. The Employer has the right to extend the probationary period of an employee up to an additional six (6) months in two (2) 3-month

periods upon consultation with the affected employee and a Union representative prior to the extension of any probationary period. At intervals predetermined by the Employer, probationary employees will be given a written job performance evaluation by the QA Supervisor. It is agreed between the parties that, after consultation as noted above, any extension of the probationary period shall not be subject to the grievance procedure. During the probationary period, and any extensions thereof, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge and are employees at will. Upon completion of such probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire; provided, however, that if an employee is absent from work due to a layoff or leave of absence, his/her probationary period shall be extended by a period equal to the duration of such absence.

SENIORITY

Section 9.0. Definition of Seniority

Seniority shall be defined as the length of an employee's continuous service with the Employer, commencing with his/her last date of full-time hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

Section 9.1. Seniority List

The seniority list shall contain the names of all seniority employees, their job title and their length of service with the department. The Employer will maintain the seniority list current and will provide the Union, upon request, with updated copies as changes occur.

Section 9.2. Loss of Seniority

An employee shall lose his/her seniority and employment with the employer for any of the following reasons:

- 1. Voluntary termination, resignation or retirement;
- 2. If he/she is absent for two (2) or more consecutive working days without approved leave or without notifying the employer;
- 3. He/she has been laid off for a period of time equal to his/her seniority at the time of his/her layoff or one (1) year, whichever is lesser.
- 4. Unexcused failure to return from a leave of absence on the specified date for return:
- 5. He/she is discharged or terminated and not reinstated.
- 6. He/she is convicted or pleads guilty to a felony.
- 7. Intentionally falsifies his/her employment application.
- 8. Failure to return to work when recalled from layoff as set forth in the recall procedure.

Section 9.3. Layoff and Recall

In the event of a layoff, the last employee hired shall be the first employee laid off, provided that all employees with more seniority are equally qualified to perform the work available. The Union President shall have top seniority and shall be the last employee laid off, provided his/her qualifications to perform the work available are equal to those of other employees who have not been laid off. The last employee laid off shall be the first employee recalled, provided the employee is qualified to fill the open position.

Employees shall be notified of their layoff at least fourteen (14) calendar days in advance. Notification of recall may be made by telephone and, in any event, shall be made by certified mail delivered to the employee's last known address. An employee shall respond to the certified notice of recall within forty-eight (48) hours of receipt thereof. If an employee fails to respond to a notice of recall within forty-eight (48) hours of receipt thereof, the Employer may assume that the employee has voluntarily quit. At the sole discretion of the Employer, an employee may, upon request, be granted up to fourteen (14) days to return to work following a recall. An employee shall be granted up to fourteen (14) calendar days to return to work upon call back if employed by another employer.

Section 9.4. Non-Bargaining Unit Transfer

Any employee in the bargaining unit who is promoted **or otherwise moves** to a position outside of the bargaining unit, but within the Department, during the first six (6) months in that new position, may revert back to his/her previous position without loss of seniority if approved by the Director or his/her designee. In the event the employee is approved to revert back to the bargaining unit and the employee is required to continue in the position until the employer is able to fill the vacancy, the employee shall suffer no loss of seniority.

If the employee remains in the non-bargaining unit position for longer than six (6) months but less than twelve (12) months, the employee's seniority will be recalculated. If an employee remains in a non-bargaining unit position greater than twelve months, their seniority, for purposes of overtime and shift selection, shall be the date of transfer.

HOURS OF WORK

Section 10.0. Work Day and Work Period

The employee's work day shall be a twenty-four (24) hour period commencing from the start of his/her scheduled shift which shall not be prior to 7:00 A.M. However, notwithstanding the above, the Employer reserves the right to have less than twenty-four (24) hour shifts but not less than eight (8) hours **regularly scheduled shifts** and reserves the right to decide on the starting times for all shifts. Such shifts shall be selected by seniority. Further, Section 10.1 shall not be modified by the above. Effective as soon as is practicable and corresponding with the first 2022 shift bid, employees who are classified as 24 hour employees shall be regularly scheduled for 48 hours per week, rather than a rotation of 48 and 72 hours per week.

Section 10.1. Work Schedule

The Director or his/her designee shall have the authority to make all personnel shift assignments and/or changes he/she deems necessary to maintain and/or improve the operations of the Department. The employer agrees to notify the Union at least thirty (30) days prior to any change in the permanent work schedule, except when a state of emergency exists and it is declared as such by the Director of EMS or his/her designee.

The term "state of emergency," as used in this section, is defined as when there is a shortage of manpower which does not enable the Employer to adequately staff the Department in order to ensure adequate services to the public during situations such as, but not limited to, tornadoes, fires, traffic accidents, or mass casualty incidents.

Section 10.2. Overtime

- 1. All employees shall work reasonable amounts of overtime (over and above their regular shift) upon request, and such overtime assignments shall be equitably assigned so that overtime is reasonably shared among the qualified employees.
- 2. Overtime assignments shall first be offered to full time employees with the appropriate credentials to maintain the level of service for the scheduled shift. If no one with the appropriate credentials accepts the overtime assignment, then the overtime will be offered to the next most qualified full time employee.
- 3. If there is an inadequate number of full-time employees to fill the required assignments, the Employer may ask other employees who are qualified to perform the work.
- 4. If the employment status of part-time employees is in jeopardy, the employer may deviate from this procedure, and assign them first only to the point of maintaining their employment status.
- 5. For the purposes of equitable overtime distribution, evertime shall be calculated by adding hours for the applicable pay period. in the event that multiple employees sign up for the same overtime assignment, the overtime will be assigned with priority going to the employee with the least known overtime assignments in the same work week as the overtime assignment being offered.
- 6. Even after the above process has been utilized and there is still an inadequate number of employees to fill the overtime assignment the employer may assign employees by inverse seniority on a rotating basis.
- 7. Mandatory overtime shall not be assigned to an employee with a prior approved vacation personal leave, or will not extend a voluntary overtime shift. Employees shall provide the Employer with 10 days advanced written notice if they are unavailable for mandatory overtime due to planned vacation PTO usage.
- 8. Supervisory employees shall continue to perform bargaining unit work as in the past: during emergencies, when unit employees are not immediately available due to absence, tardiness, leaves of absence, vacation, etc. **and after notification of**

available work has been communicated to bargaining unit members via the scheduling software. Supervisors will not be regularly scheduled for bargaining unit work.

Section 10.3. Overtime Premium Pay

- A. Time and one-half (1½) the employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of forty (40) hours in any one (1) workweek, except that any forced or mandatory holdover before or after the employee's normal work day or any forced or mandatory call in on an employee's normally scheduled off day shall be compensated at two (2) times the employee's normal rate of pay. Notwithstanding any other provisions contained in this contract to the contrary, employees covered by this Agreement have the option to exchange any overtime hours earned for compensatory time. The employee must indicate to the employer using the designated communication method and before the end of the pay period, their option for either overtime pay or compensatory time earned. An employee may be credited with compensatory time at the rate of time and one-half (1 1/2) per overtime hour worked in lieu of overtime pay. Such time cannot accumulate in excess of forty-eight (48) hours. If the compensatory time exceeds forty-eight (48) hours, the Director may schedule and require that the compensatory time be utilized or authorize payment for any time accumulated in excess of forty-eight (48) hours. Compensation at the rate of time and one half (1 1/2) will be paid to employees for compensatory time not taken by the end of each year or upon their separation from the County. However, up to forty-eight (48) hours of compensatory time may be carried forward from year to year at the discretion of the employee.
 - B. Notwithstanding the provisions of this section and Section 10.1, similarly qualified employees may trade work days within the **shift bid** pay period and with the approval of the Director or his/her designee, but such trading shall not result in additional overtime compensation. **Up to twelve (12) times per calendar year**, Employees may trade with an open shift on the schedule **prior to or within the current pay period** if no similarly qualified employee is available to trade within the shift bid. The Employer may deny an open shift trade when it takes the schedule below minimum staffing or creates an extended shift(s) **but will not be unreasonably denied**.

If an employee agrees to trade shifts with another employee and then calls in sick or otherwise does not work the shift the following provisions apply:

- 1. If an unexpected absence occurs during the first part of the trade, the trade is considered canceled. The employee regularly scheduled to work will use PTO or personal leave. The approval of PTO use is subject to the PTO usage policy.
- 2. If an unexpected absence occurs during the second half of the trade, the employee scheduled off in the second part of the trade will complete the trade

taking the day off and reporting off as planned. The employee who did not complete the shift trade will reflect PTO or personal leave on the original day taken off during the first part of the trade. Payroll will be adjusted correcting the regular worked pay code and replacing the time with PTO or Personal leave. If the employee fails to fulfil their trade due to separation of employment, PTO bank payoffs shall be reduced by the applicable number of hours.

C. There shall be no duplication or pyramiding of premium pay.

Section 10.4. Shift Selection

- 1. Seniority shall be used in shift selection with shift bid periods occurring twice per year in January and July with implementation occurring the start of the last full pay period in March and September, top seniority having first choice, and so on, excepting however, as indicated in section 2 below, Employees will be allowed to select both their shift and location of preference. probationary employees a shall be assigned by the Director or his/her designee, Probationary employees may select shifts based on date of hire.
- 2. The Director of EMS or his/her designee reserves the right to place up to **eight** (8) six (6) employees per bid period if necessary to effectively coordinate staffing. Additionally, the Director or his/her designee reserves the right to place: probationary employees, employees enrolled in a department approved paramedic program, as well as employees in the FTO program if necessary to effectively coordinate staffing.
- 3. All paramedics with 18 months of service at LCEMS will be considered level 1 / senior status. All paramedics with 12 months of service at LCEMS and a minimum of 3 years' experience will be considered level 1 / senior status. Paramedics with less than 18 months of services at LCEMS and less than 3 years' experience will be considered level 2 / junior paramedics. EMTs shall be considered level 3 employees. Each shift bid unit must include one level 1 employee and either a level 2 or a level 3 employee. In cases where a staffing mix is unbalanced, where there are more juniors than seniors, then two level 2 paramedics on the same team may be considered.
- **4** 3. The Director or his/her designee agrees not to change the shift selection, unless unforeseen scheduling conditions warrant such action, such as staff shortages. However, the Director or his/her designee agrees to notify the Local Association President **fourteen (14) days** prior to any change in the selected schedule.
- **5** 4. Employees may exchange shifts with the approval of the Director or his/her designee.
- 6 5. Union Officers will be present in the shift bid process.

LEAVES OF ABSENCE

Section 11.0. Personal Leave

An employee may request a personal leave of absence for a period not to exceed six (6) calendar months in any one (1) calendar year. All requests must be made in writing and approved by the department head. A personal leave of absence may be granted in cases of illness in the immediate family, to attend an educational institute, or for other reasons deemed justifiable by the department head. All personal leaves of absence shall be without pay, and the employee will not accumulate paid time off (PTO), nor will the employee be paid for holidays which may fall during his/her leave. When a leave of absence is granted for more than ninety (90) calendar days for whatever reason, the department head does not guarantee that the employee will be reinstated in his/her former position. However, every effort will be made to place the employee in a position for which he/she is qualified. If no positions are available, the employee will be given top consideration as job openings occur in line with their qualifications. During the period of absence, the employee shall not engage in gainful employment and must pay hospitalization, dental insurance, and life insurance premiums to the County Clerk's office in order to keep the policies in force. The Employer shall have the right to fill any vacancy due to the granting of a personal leave by hiring temporary employees to fill the position while the employee is on said leave.

Section 11.1. Military Leave

- A. Any employee who is called to or volunteers for active duty in the Armed Forces of the United States shall be, upon completion of his tour of duty and has received an honorable discharge, reinstated as a county employee in accordance with the provisions of the current statute. The employer shall comply with the Uniformed Services Employment and Reemployment Act.
- B. Any employee in the active reserves of any branch of the service of the United States may be granted a military leave of absence to engage in a temporary tour of duty as required by law.

Section 11.2. Medical Leave

When recommended by an employee's personal physician, an unpaid medical leave of absence for a period of up to sixty (60) calendar days shall be granted by the department head if the employee has completed the probationary period. Such a leave shall be coordinated with FMLA and when FMLA eligible, be credited as continuous County service for seniority purposes and extended for up to other sixty (60) day periods when an extension is recommended in writing by the employee's physician for a maximum unpaid medical leave not to exceed one (1) calendar year, provided that the employee has equal or more seniority. The Employer reserves the right to send such employee to a doctor of its choosing for examination. If there is a difference of opinion between the employee's doctor and the Employer's doctor, both of these doctors shall select a third doctor, whose decision shall be final and binding on the parties. The expense for the third doctor's opinion shall be split 50-50 by the Employer and the employee if not covered by the employee's insurance.

The Employee shall continue to be responsible for his/her share of the costs and shall utilize PTO to cover such costs in order to maintain continued benefit coverage. The Employer is authorized to deduct outstanding employee benefit contributions from the employee's PTO bank on payroll basis. If the employee has no accrued PTO, the employee must make payment to the County Treasurer on at least a monthly basis for the employee's share of the costs in order to maintain continued benefit coverage.

Notwithstanding anything in this Agreement to the contrary, while an employee is on an unpaid medical leave of absence, fringe benefits shall not continue, such as, but not limited to, medical insurance, dental insurance, life insurance, holiday pay, and paid time off (PTO) accumulation, after an employee has been on medical leave of absence for ninety (90) days or more. An employee may, however, use his/her accumulated paid time off (PTO) to avoid a loss of wages during their leave. The Employer shall have the right to fill any vacancy due to the granting of a medical leave by hiring temporary employees to fill the position while the employee is on said leave. The employee shall be returned to his/her former position (i.e. paramedic, EMT) upon return from a medical leave of absence that does not exceed one (1) calendar year, but may not be returned to the same schedule. Employees on approved FMLA may participate in the shift bid process.

<u>Section 11.3. Workers' Compensation Leave and Filling Vacancies During Workers' Compensation Leave</u>

The Employer agrees to provide Worker's Compensation insurance in accordance with the Worker's Compensation laws of Michigan. Any employee sustaining an occupational injury. for which compensation is paid by the Worker's Compensation insurance carrier, shall receive from the Employer a salaried payment equal to the difference between the compensation benefits and his/her regular bi-weekly salary for a period not to exceed twelve (12) calendar months. Such employee shall receive a salary payment equal to the difference between the compensation benefits and their regular bi-weekly salary, by crediting PTO accumulated and earned by the employee, unless the employee notifies the employer in writing. The Employer shall continue to pay the Employer's share of the costs of employee's medical insurance, dental and life insurance premiums only for a maximum of one (1) year, if such leave is the result of a work connected injury and is covered by Workers' Compensation. The Employee shall continue to be responsible for his/her share of the costs and shall utilize PTO to cover such costs in order to maintain continued benefit The Employer is authorized to deduct outstanding employee benefit coverage. contributions from the employee's PTO bank on payroll basis. If the employee has no accrued PTO, the employee must make payment to the County Treasurer on at least a monthly basis for the employee's share of the costs in order to maintain continued benefit coverage.

Employees receiving workers' compensation benefits shall not be entitled to, nor shall they receive, any salary supplement from the Employer. No other fringe benefits, such as, but not limited to, holiday pay and paid time off (PTO) accumulation, will be continued while the employee is on workers' compensation. The Employer shall have the right to fill any vacancy due to the granting of a workers' compensation leave by hiring temporary employees to fill the position while the employee is on said leave. The Employer need not

consider seniority for overtime, notwithstanding anything in this Agreement to the contrary, when overtime is needed to fill a vacancy, for the duration of the shift, when an employee is on workers' compensation leave. Workers' compensation leaves shall run concurrently with Family Medical Leave Act (FMLA) leaves.

Section 11.4. Paid Time Off

- A. <u>ACCUMULATION:</u> Employees shall accumulate paid time off (PTO) as set forth in the Schedule of Benefits. Employees shall be paid at their straight time hourly rate for all hours accumulated over four hundred eighty (480) as of November 30th of each year.
- B. <u>SCHEDULED USAGE</u>: Employees may use paid time off (PTO) for PERSONAL, SICK, VACATION, and EDUCATIONAL leaves. All PTO hours shall be paid as time worked. There shall be an annual a bi-annual, seniority based, vacation pick for each calendar year that is conducted just after the shift bid process is completed. Up to four (4) five (5) employees' requests will be granted per shift, however leaves of absence will not count against the four (4) five (5) employee requests. This will not affect minimal staffing requirements or special events.

This will not affect minimal staffing requirements or special events. After the signup period, requests will be first come first served basis. All requests for the use of PTO must be received in the online scheduling software no fewer than five (5) days to allow time for processing. All requests will be considered on a first-come, first-served basis and will receive a response to the request within five (5) days. Time taken under the PTO program shall be in no less than one-half (1/2) shift increments, unless otherwise approved by the Director or his/her designee.

SCHEDULE OF BENEFITS

Effective as soon as is practicable and corresponding with the first 2022 shift bid, the following PTO accruals will be implemented:

MONTHS OF SERVICE	RATES OF ACCRUAL: 12- AND 24-HOUR FULL-TIME EMPLOYEES	
0.24	6.33 Hours per Pay Period*	
0 - 24	*May not be taken during first 6 months of full-time employment	
25 - 48	8.69 Hours per Pay Period	
49 - 119	9.48 Hours per Pay Period	
120 - END OF EMPLOYMENT	10.28 Hours per Pay Period	

MONTHS OF SERVICE	RATES OF ACCRUAL: 12- AND 24-HOUR REGULAR PART-TIME EMPLOYEES BUDGETED TO WORK 21+ HOURS PER WEEK
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0 - 24	1.85 Hours per Pay Period*	
	*May not be taken during first 6 months of employment	
25 - 48	1.94 Hours per Pay Period	
49 - 119	2.77 Hours per Pay Period	
120 - END OF EMPLOYMENT	3.69 Hours per Pay Period	

Some extenuating circumstances may be exempt from this time frame and may be approved only by the Director or his/her designee.

C. <u>UNSCHEDULED PTO:</u> Effective 1/1/2021, Employees may use PTO for SICK leave for full or partial shift (tardiness), whether it be scheduled or unscheduled leave. However, unscheduled PTO usage and time off without available PTO (unless on an approved unpaid FMLA or other legally protected leave) 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 on or before the next scheduled shift, unless covered under FMLA or ADA leave.

Employees may use PTO for paid sick leave for any of the following reasons:

- (1) when time off of work is needed for personal or a family member's illness, injury or health condition;
- (2) for various reasons in the event the employee or employee's family member is a victim of domestic violence or sexual abuse (*i.e.*, counseling, attendance at criminal proceedings, to relocate);
- (3) for meetings at a child's school or place of care related to the child's health, disability or effects of domestic violence or sexual assault on the child; or
- (4) in cases of public health emergency where a public health official has:
 - closed Employer's office;
 - closed the school of the employee's child who needs home care;
 or
 - determined that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

A family member includes:

 a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner or a child to whom the employee stands in loco parentis;

- a biological parent, foster parent, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child;
- a person to whom the employee is legally married under the laws of any state or domestic partner;
- a grandparent;
- a grandchild;
- a biological, foster or adopted sibling; and
- any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

The use of PTO for paid sick leave must be approved by the employee's supervisor. An employee requesting paid sick leave should complete and submit a paid sick leave use request in the electronic timekeeping system at least seven (7) days' prior to the first day of sick leave. If the need for sick leave is not foreseeable, an employee must give notice of the need for such sick leave as soon as practicable and complete and submit a paid sick leave use request in the electronic time keeping system within seven (7) hours of returning to work. If the employee's absence due to illness or injury exceeds the amount of accrued PTO, the employee must seek and obtain approval for other leave such as Family Medical Leave or Personal time.

Earned but unused PTO will be carried over from one year to the next. For purposes of this Policy, a "year" runs from January 1 to December 31.

For earned paid sick leave time of more than three (3) consecutive days, the Employer may require reasonable documentation demonstrating that the earned paid sick leave time has been used for an above-stated purpose. Upon request, an employee shall provide the documentation to the Employer within fifteen (15) days of the request. Documentation signed by a health care professional indicating that earned sick time is necessary is reasonable documentation for purposes of this subsection. Documentation providing details of the nature of the illness is not required.

In cases of domestic violence or sexual assault, one of the following types of documentation selected by the employee shall be considered reasonable documentation: (a) a police report indicating that the employee or the employee's family member was a victim of domestic violence or sexual assault; (b) a signed statement from a victim and witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization; or (c) a court document indicating that the employee or employee's family member is involved in legal action related to domestic violence or sexual assault. The Employer shall not require documentation explaining the details of the violence.

In cases where documentation is requested, the Employer shall pay any outof-pocket costs incurred by the employee in obtaining the documentation. All documentation received by the Employer pursuant to this Policy shall be kept confidential and shall not be disclosed except to the employee or with the employee's permission.

Paid sick leave is paid at the employee's regular rate of pay. All PTO hours shall be paid as time worked. If any employee is paid for PTO which is subsequently denied, the overpayment may, as permitted by law, be deducted from the employee's next paycheck and/or future paychecks.

Retaliatory actions against an employee for requesting or using paid sick leave time is prohibited. If an employee believes that the Employer has violated this Policy, that employee may file a complaint with the Michigan Department of Labor and Economic Opportunity.

If an employee fails to provide satisfactory 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 pursuant to departmental policy which is hereto affixed as Exhibit A. Should an employee have difficulty providing the proof/verification of illness or injury, the employee must communicate those difficulties to their supervisor and provide the anticipated date they will have access to such proof/verification of illness or injury. Proof / verification of illness or injury shall be in the form of a discharge summary from the health care provider.

PTO AND TIME OFF WITHOUT AVAILABLE PTO DISCIPLINARY ACTION

Tardies will be addressed as follows:

Employees will be allowed four (4) fourteen (14) minute tardy occurrences annually, after which each tardy of fourteen (14) minutes or less will be counted as 0.25 points. After four (4) tardies in a one (1) year period, employee will receive one (1) disciplinary point per tardy occurrence. If an employee is tardy of fifteen (15) minutes or more, employee will be docked PTO (if available) for every fifteen (15) minutes tardy and be given one (1) full point for each occurrence.

Four (4) OCCURRENCES OF UNSCHEDULED PTO that are not otherwise approved under FMLA or ADA in a rolling twelve (12) MONTH PERIOD SHALL RESULT IN DISCIPLINARY ACTION AS DESCRIBED BELOW:

4TH POINT OF UNSCHEDULED PTO	VERBAL COUNSELING
5TH POINT OF UNSCHEDULED PTO	WRITTEN REPRIMAND
6TH POINT OF UNSCHEDULED PTO	One (1) SHIFT WORKING SUSPENSION *
7TH POINT OF UNSCHEDULED PTO	Two (2) shifts working suspension *
8TH POINT OF UNSCHEDULED PTO	TERMINATION

ANY TIME OFF WITHOUT AVAILABLE PTO OR COMPENSATORY TIME (UNLESS ON AN APPROVED UNPAID FMLA OR OTHER LEGALLY PROTECTED LEAVE) MAY RESULT IN THE EMPLOYEE BEING SUBJECT TO DISCIPLINARY ACTION, INCLUDING A FINANCIAL PENALTY OF \$250 PER OCCURRENCE. THE DECISION TO IMPOSE ANY PENALTY IS NOT SUBJECT TO THE GRIEVANCE PROCEDURE AND IS IN THE SOLE DISCRETION OF THE DIRECTOR OR HIS/HER DESIGNEE. SUCH FINANCIAL PENALTY SHALL HEREBY AUTHORIZED FOR PAYROLL DEDUCTION FROM THE NEXT PAYCHECK OR UNTIL SUCH TIME THAT FULL AND COMPLETE PAYMENT IS COMPLETED.

- An employee will receive one (1) occurrence point for each unscheduled absence.
- If an employee has an unscheduled absence over multiple sequential shifts, it will result in only one (1) occurrence point.
- An employee may earn **up to a combined annual maximum of four (4)** reward points to reduce occurrence points by working an unscheduled shift as follows:
 - 6 **consecutive** hours = .25 points removed
 - 12 **consecutive** hours = .5 points removed
- An employee cannot accrue reward points if they have zero (0) absence points.
- Each occurrence point may be removed after a period of one (1) rolling year without an unscheduled absence.

Section 11.5. Bereavement Leave

Employees covered by this Agreement shall be eligible for **bereavement leave as follows:** , one (1) twenty-four (24) hour paid leave period for the twenty-four (24) hour unit employees, or two (2) twelve (12) hour paid leave periods for the twelve (12) hour unit employees as bereavement leave for a death of each of the following which must be taken within ten (10) calendar days of the date of death: (delete chart) Immediate Family Members: Employees may take up to 48 hours within a three (3) calendar day period of paid bereavement leave for the death of an immediate family member.

- Immediate family members include:
 - Spouse or domestic partner
 - Children (including step-children and adopted children)
 - Parents (including step-parents and in-laws)
 - Siblings

Grandchildren

Extended Family Members: Employees may take up to 24 hours in a three (3) calendar day period of paid bereavement leave for the death of an extended family member.

- Extended family members include:
 - Aunts and uncles
 - Nieces and nephews
 - Grandparents

Proof of funeral attendance may be required by the Employer.

If additional leave time is needed related to the above leave or if a death occurs to a person not meeting one of the above criteria, the employee may request the use of paid time off (PTO). In the event the employee has limited banked PTO, same **PTO** may be utilized at the discretion of the Director or his/her designee, and the decision of the Director or his/her designee shall not be grievable.

Section 11.6. Parental Maternity Leave

Employees who become pregnant shall adhere to and utilize the paid time off (PTO) and or compensatory time off provisions as provided in Sections 10.3, 11.0, 11.2, 11.4, and 17 of this contract. The Employer agrees to abide by all federal and state laws related to birth, adoption, or legal guardianship.

In addition to the above, employees covered hereunder who have one (1) or more years of service with the Employer shall, upon presentation of proof of pregnancy or placement for adoption, be entitled to two (2) calendar weeks paid parental leave to run concurrently with FMLA. Paid parental leave may only commence once per calendar year, and must be utilized during the twelve (12) month period beginning with the date of birth or placement for adoption with the employee. Leave shall only be available to the requesting employee so long as they have continuing parental role with the child whose birth or placement is the basis for the leave entitlement. The employer may require attestation from an employee requesting paid parental leave prior to the commencement of the leave that the employee intends to return to work and subsequently work for the employer for at least thirty (30) days following the conclusion of any paid parental leave entitlement. An employee who fails to do so may be required to reimburse the County for the benefit provided under this provision.

Section 11.7. Vacancies Created by Leaves

The Employer may hire a temporary employee to fill the position while an employee is on such leave.

Section 11.8. Seniority and Leave of Absence

Leaves of absence will be granted only to employees whose names appear on the departmental seniority list. Seniority shall continue during workers' compensation leave, and medical leave as provided herein, to the extent that Family and Medical Leave Act applies. Seniority shall not accrue during Personal Leave.

Section 11.9. Jury Duty

Employees selected for Jury Duty will be excused from their place of work for the period they are to serve on a jury. The Employer shall pay employees called for Jury Duty for all hours they would have been normally scheduled to work at the employee's regular straight time rate, less an amount equal to the payment received for jury service. However, the employee shall report to his/her work site when excused or not needed for actual Jury Duty. For the 24-hour employee, upon request, the employee shall be released with pay for lost time twelve (12) hours prior to the end of the shift the night immediately prior to the date on which the employee begins jury duty. In order for an employee to receive pay under this Section, they must secure a certificate from the clerk of the court in which they served evidencing the fact of jury service. The maximum number of days to be paid under this section shall be four (4) weeks in a calendar year.

Section 11.10. Legal Proceedings

Employees subpoenaed to testify in a legal proceeding on a matter arising out of their employment and not on a personal matter, and who actually appear at said proceeding while not working a scheduled shift shall be paid a minimum of two (2) hours pay. The above applies only when such employee appears at said proceeding on a scheduled day off. For twenty-four (24) hour employees, upon request, the employee shall be released from duty with pay for twelve (12) hours prior to the end of shift the night prior to the legal proceeding date.

Section 11.11. Medical Exams

The County may require an employee to undergo a physical and/or psychological medical exam, including drug screening, in order to determine the employee's fitness for duty, as well as to determine fitness for duty when returning to work from a leave of absence, including FMLA of 14 days or more. The employer may require a medical (including psychological) examination of an employee when the employer has a reasonable belief, based on objective evidence, that: (1) an employee's ability to perform essential job functions will be impaired by a medical or psychological condition; or (2) an employee will pose a direct threat due to a medical or psychological condition. The employee may obtain a second opinion, at the employee's expense, and in the event there is a dispute between the Employer's doctor and the employee's doctor, both of these doctors shall select a third doctor, whose decision shall be final and binding on the parties. The expense for the third doctor's opinion shall be split 50-50 by the Employer and the employee if not covered by the employee's insurance.

Section 11.12. 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 may use Personal time in two (2) hour increments.

INSURANCE

Section 12.0. Hospitalization Insurance

The Employer shall provide:

HOSPITALIZATION INSURANCE		
Effective as soon as is practical after September 1, 2011 or date of ratification,	Community Blue PPO 4 \$2/25/50 Prescription Drug Rider	\$ Mandatory Mail-Order for Maintenance Drugs \$ On Mail-Order- Pay for 2 month supply, get 3 month supply
whichever is sooner.	Dental Plan 2	\$ Mandatory Generic Drugs \$ \$10 Office and Chiropractic Visit
	Employees Contribute \$10 per Pay Period for spousal coverage.	Effective the first pay period after 9/1/2011 or as soon as is practicable employees hired before 9/1/11 shall pay 5% of the illustrated rate for the health and dental coverage they select. Effective 1/1/2012 employees hired before 9/1/11 shall pay 10% of the illustrated rate for the health and dental coverage they select. Effective the first pay period after 9/1/2011 or as soon as is practicable, for employees hired on or after 9/1/11, employees shall contribute 20% of the illustrated rate for the coverage the employee selects.

A. All employees shall be eligible for the Livingston County Flex Benefits Plan, but only during the appropriate enrollment period. Employees wishing to "buy-up" to other medical, dental and prescription plans available through the flex plan may do so

during the appropriate enrollment period, but must pay the difference in the BC/BS computed yearly cost between the plan designated above and the computed cost of the medical benefit chosen, PLUS THE APPLICABLE EMPLOYEE SHARE OF THE ILLUSTRATED RATE. Effective for plan year beginning 1/1/2014, employees will no longer be offered the ability to purchase additional PTO (or vacation) days through open enrollment. Effective for the 1/1/2019 benefit year, employees shall no longer be eligible for buy-up to the PPO 1 plan.

- B. Effective during the next enrollment period, unit employees will be offered a Short Term Disability Plan as part of open enrollment which may be elected and paid for by unit employees. The cost of such plan will be determined at individual (and not group) rates fixed by the plan.
- C. The County may substitute an alternate medical and hospitalization insurance carrier provided 90% of the doctors in the Community Blue PPO 4 network are in the new network and the benefits are commensurate or better than current benefit levels. At the request of the Union, the Employer will meet with the Union to discuss the alternative carrier. However, if no agreement is reached within thirty (30) days of the notice of carrier change, the Employer may proceed with the substitute if the benefits are commensurate with or better than current benefit levels.
- D. Notwithstanding the above section, if the County Board of Commissioners implements, in its discretion and pursuant to 2011 PA 152, either a cap election or employee contributions necessary to meet the requirement that the employer pay no more than 80% of the total annual costs of all of the medical benefit plans election, then the above section shall be superseded and unit employees will be required to make contributions under the election made by the Board of Commissioners. The Employer will give the Union notice of any change in the election for complying with 2011 PA 152 and will, upon request, bargain regarding mandatory subjects regarding the implementation of such election.
- E. Effective upon ratification of this agreement by all parties, employees who choose not to enroll in hospitalization and prescription drug coverage shall receive a \$1,800 "opt-out." This opt-out shall be payable in equal installments over twenty-six (26) pay periods to those who provide proof of qualified group medical insurance coverage from some other source, who remain dis-enrolled, and who sign a waiver attesting to their intention not to receive insurance coverage under the County-sponsored group plan. Employees with County-employed spouses receive either insurance coverage from the County or the opt-out amount, not both.

An employee must provide proof of insurance coverage under a qualified group plan for the employee and eligible dependents as defined or required by the Affordable Care Act or implementing regulations and complete all forms or certifications required by the County and under the Affordable Care Act for eligibility for such payments. It is agreed by the Parties that an employee will not be eligible for payment in lieu of health insurance if such payment would violate the Affordable Care Act or implementing regulations, or cause the Employer to be subject to penalty or fine.

- F. Effective 1/1/2021, consistent with Resolution 2019-08-121, elective abortion coverage is eliminated from all health plans.
- G. NEW Effective for the 2026 Plan Year, employees may voluntarily elect during open enrollment to have the high deductible health plan ("HDHP") with a health savings plan ("HSA plan") that is offered to nonunion employees, which may change from time to time.

Section 12.1. Life Insurance

Effective as soon as practicable after ratification of this agreement by all parties, the Employer shall pay the premiums for and provide to permanent full-time employees, term life insurance of Forty Thousand Dollars (\$40,000) Eighty Thousand Dollars (\$80,000) for each member of the bargaining unit, effective the first of the month after the date of hire if accepted by the insurance carrier.

Section 12.2. Liability Insurance

The Employer shall continue to provide liability insurance.

Section 12.3. Dental Insurance

Effective upon ratification of this agreement by all parties, The Employer shall pay the premiums for and provide to permanent full-time employees dental coverage with a cap of \$1,200, effective the first of the month after the date of hire. Effective the first pay period after 9/1/2011 or as soon as is practicable employees hired before 9/1/11 shall pay 5% of the illustrated rate for the health and dental coverage they select. Effective 1/1/2012 employees hired before 9/1/11 shall pay 10% of the illustrated rate for the health and dental coverage they select. Effective the first pay period after 9/1/2011 or as soon as is practicable for employees hired on or after 9/1/11, employees shall contribute 20% of the illustrated rate for the coverage the employee selects.

HOLIDAYS

Section 14.0. Recognized Holidays

The parties agree to the following recognized holidays:

HOLIDAYS		
New Year's Day	VETERANS DAY (EFFECTIVE 2016)	
Martin Luther King, Jr. Day	THANKSGIVING DAY	
PRESIDENT'S DAY	DAY AFTER THANKSGIVING	
MEMORIAL DAY	CHRISTMAS EVE DAY	
INDEPENDENCE DAY	LABOR DAY CHRISTMAS DAY	
Labor Day		
COLUMBUS DAY (EFFECTIVE 2017)	New Year's Eve Day	

Section 14.1. Holiday Work

All permanent full-time employees, not temporary employees, who do not work on the recognized holiday, shall receive eight (8) hours of holiday pay for the above recognized holidays. All employees who are scheduled to work, and who do work on any of the above recognized holidays shall receive one (1) hour of additional pay at their straight time rate for every hour worked during that holiday. In order to receive holiday pay, employees must work their scheduled shift before the holiday, the holiday shift itself and their scheduled shift after the holiday. The director or his/her designee shall have the sole discretion to make exceptions and award holiday pay when an employee did not work the shift before or the shift after the holiday. All permanent full-time employees who are scheduled to work, and who do work any of the above recognized holidays shall receive one (1) hour of additional pay at their straight time rate for every hour worked during that holiday and shall be paid a minimum of eight (8) hours. For the purposes of this section, a holiday shall extend from 7:00 a.m. on the day of the holiday to 7:00 a.m. the following day. Part-time employees who work on the holiday, shall receive holiday pay.

WAGES

Section 15.0. Classification and Rates

Effective 1/1/2017, add a step that is 3% above the 5 year step for those who achieve, fully maintain as current, and provide proof of certification in AHA-approved Pediatric Advanced Life Support (PALS). Increase the additional compensation from 2.5% to 3% for those who possess, achieve, fully maintain as current, and provide proof of certification in UMBC/FP-C shall be placed on the Single Cert scale. Increase the additional compensation from 2.5% to 3% for those who possess, achieve, fully maintain as current, and provide proof of certification in UMBC PNCCT.

The following definitions shall apply to each pay grade for those who possess, achieve, fully maintain as current, and provide proof of the applicable certification. Certifications shall be uploaded into the scheduling software.

EMT – An employee licensed as an EMT by the State of Michigan.

<u>Paramedic</u> - An employee licensed as a Paramedic by the State of Michigan.

<u>Single Certification</u> - An employee licensed as a Paramedic by the State of Michigan and who is also certified in Critical Care or Community Paramedic. Employee with Pediatric will be grandfathered.

<u>Dual Certification</u> - An employee licensed as a Paramedic by the State of Michigan and who is also certified in Critical Care and Community Paramedic. Employee with Pediatric will be grandfathered.

MICU Medic - An employee licensed as a Paramedic by the State of Michigan and who is also certified in Critical Care or Pediatric Critical Care and who is a member of the MICU team.

MICU Dual Cert – An employee licensed as a Paramedic by the State of Michigan and who is also certified in Critical Care and Pediatric Critical Care and who is a member of the Community Paramedic team. Employee with Pediatric Certification will be grandfathered in this MICU Dual Certification.

<u>FTO</u> - An employee licensed as a Paramedic by the State of Michigan and who is assigned as field training officer.

<u>Preceptor</u> - An employee licensed as a Paramedic by the State of Michigan and who is assigned as preceptor for an education program.

<u>Instructor Coordinator</u> - An employee licensed as a Paramedic and an Instructor Coordinator by the State of Michigan.

<u>Community Paramedic</u> - An employee licensed as a Paramedic by the State of Michigan and who is also certified in Community Paramedic. If in the future a state license becomes available for Community Paramedic, the employer will require it after reasonable period of obtain such licensure.

Effective as soon as is practicable and corresponding with the first 2022 shift bid, employees on the 24 hour scale for Paramedic, Single Certification, Dual Certification, MICU Medic, and MICU Dual Cert shall be moved to the same step on the 12 hour scale for Paramedic, Single Certification, Dual Certification, MICU Medic, and MICU Dual Cert. Scale shall be modified to eliminate the start step and add a new 6 year with PALS step. (See attached). Additionally, FTO, Shift Coordinator, and Preceptor pay shall be an additional 3% as noted on the attached scale, and is only applicable for hours with an assigned trainee or when assigned FTO related duties. When not assigned a trainee or FTO related duties, employee shall receive corresponding Non-FTO pay type.

Effective 1/1/2022, eliminate the Specialist wage scale.

Effective 1/1/2022, add steps 5 and 6 to the Basic-EMT scale. Scale shall be modified to eliminate the start step and add a new 6 year step.

Add a 10 year seniority step, with PALS certification, that is 2% above the 6 Year with PALS rate, as described on the attached scales. To qualify, employees must have completed 10 years of service with Livingston County EMS.

Effective 1/1/2023, the wage scales shall be increased by 2.0%

Effective 1/1/2024, the wage scales shall be increased by 2.0%

Upon ratification of the agreement, the 2024 wage scales shall be increased by 3.0%

Effective 1/1/2026, the wage scales shall be increased by 2.0%

Effective 1/1/2027, the wage scales shall be increased by 2.0%

In Years **2026 or 2027** 2023 and 2024, should the Board of Commissioners approve more than at 2.0% across the board increase for the non-union employees, the EMS wage scales will be increased by the same percentile.

One-time Bonus Payment – Upon Ratification in 2025 – \$250, not MERS-eligible wages

1/1/2026 - \$250, not MERS-eligible.

1/1/2027 - \$250, not MERS-eligible.

The above-stated rates shall apply as long as the employee is qualified to function in the capacity in which they are licensed (has passed all testing and maintains all licenses / certifications required, including, but not limited to, those required in the medical control authority for Livingston County).

- a. In the event of action by the State of Michigan against the EMS License of an employee, the employee shall be placed on an unpaid administrative leave for the duration of the investigation and standard appeal process. In the event that after an action is taken by the State of Michigan against the EMS License of an employee, and it has been determined by the employer and/or the State of Michigan that no corrective action is warranted or taken, against the EMS License of said employee relative to their licensure, such member/employee shall be made whole dating back to the date they were originally placed on unpaid administrative leave. While on unpaid leave status, the employee shall have the ability to utilize PTO for purposes of covering lost wages and/or the continuance of premium payments for health care.
- b. An employee on unpaid administrative leave in paragraph (a) may request to temporarily be assigned non-clinical duties by submitting a request in writing to the Department Director. If such duties are available, and if in the discretion of the Director such assignment is in the interest of the Department, hours shall be assigned on a temporary and as needed basis at the employee regular hourly rate of pay. This assignment is temporary and may not extend past the duration of an investigation and standard appeal process, nor continue after a determination by the State of Michigan. The decisions to assign such work, or the scope of the assignment is not subject to the grievance or arbitration provisions of the collective bargaining agreement. However, no request shall be unreasonably denied.
- c. No employee on an unpaid administrative leave, due to an investigation from a third party, shall be permitted to participate in shift bidding.
- d. Alternatively, if an employee fails to maintain current State of

Michigan Licensure due to lapse or failure to attain proper credentials, that employee shall have sixty (60) calendar days to regain current licensure from the date of loss of licensure and shall be placed on unpaid disciplinary suspension during this time.

e. In the event the employee fails to regain their original license status from the State of Michigan under either scenario in subsection a. or b. above, or does not notify the Employer within twenty-four (24) hours of notice of loss of license, the member shall automatically lose their employment.

If an employee fails to maintain current State of Michigan licensure, that employee shall have thirty (30) calendar days to regain current licensure status from the date of loss of licensure and shall be placed on an unpaid disciplinary suspension during said period. In the event the employee does not regain State of Michigan licensure, or does not notify the Employer within twenty-four (24) hours of notice of loss of licensure, that employee shall automatically lose his/her employment. During said leave the employee may use PTO time to make up for lost wages. If an employee fails to maintain current protocol certifications as required by the applicable medical control authority, that employee shall have thirty (30) calendar days to regain current licensure status from the date of loss of certification and shall be placed on an unpaid disciplinary suspension during said period. In the event the employee does not regain medical control certification, or does not notify the Employee within twenty-four hours of notice of loss of certification, that employee shall automatically lose his/her employment.

All full-time employees hired after May 15, 1984, shall, within thirty (30) months of employment become duly licensed and certified Paramedics. During this thirty (30) month period, employees must make progress, to the satisfaction of the Director (or his/her designee), to become duly licensed and certified as same. Failure to do so within thirty (30) months of employment may result in termination from employment, as determined within the sole discretion of the Director (or his/her designee). Such determination by the Director (or his/her designee) shall not be subject to the Grievance Procedure contained in this Agreement.

Part-time Basic EMT and EMT Specialists are not subject to the above twenty-four (24) month limitation to become a Paramedic as long as they are not regularly scheduled to work.

For promotions from EMT to paramedic, when an employee is promoted from an EMT to paramedic, he/she shall be placed on the step of the new pay grade that provides for a minimum five (5%) pay increase. A promoted/reclassified employee shall then advance in steps in accordance with this new anniversary date.

Section 15.1. Specialty Teams

The Employer retains the discretion to determine the need for specialty teams and the staffing of said teams.

Section 15.2. FEMA Deployments

Upon a FEMA request for resources the employer will send out a notice for deployment. Qualified members volunteering for deployment will be assigned to deploy based on seniority on a rotating basis, with the rotation resetting on January 1 of each year. To be considered qualified all required certifications must be uploaded into the AMR software. A member of management will be included on each deployment unless otherwise approved by the Director. The list of volunteers will be maintained for thirty (30) days at which point any further deployment requests will be paged out again following the same process. All volunteers will be required to deploy for the totality of the deployment.

MISCELLANEOUS

Section 16.0. Retirement

Certain **eligible** employees covered by this Agreement may continue to participate in the County adopted retirement program administered by the Michigan Municipal Employees Retirement System as provided by Act 135, the Public Acts of 1945, as amended. Effective upon ratification, **Eligible** Employees shall pay 5% of their MERS eligible wages to MERS for the Retirement Plan through payroll deduction on a pre-tax basis. Employee contributions to MERS will decrease to 3% whenever the retirement unit is funded at the level of 100% or more. Employee contributions shall be suspended in any year in which the County is not required by MERS to contribute to the retirement unit. The Employer shall contribute the remaining percentage of eligible compensation required by MERS for the Retirement Plan.

For cCertain eligible employees, the retirement program shall be the MERS B-2, E-2 coverage.

The Employer shall require employees hired on or after June 17, 2002, to come under a defined <u>contribution</u> plan. Current employees would be able to continue on the defined <u>benefit</u> plan, or they could opt to go to the defined contribution program. Employees on the defined <u>contribution</u> plan shall be required to contribute 3% of their wages. The Employer will contribute 3% to that plan. Effective as soon as is practicable, there shall be a voluntary, one-time, sixty (60) day open enrollment opportunity for employees currently enrolled in the Defined <u>Benefit</u> Plan to convert to the Defined <u>Contribution</u> plan.

If the employee leaves employment <u>after</u> three years, then the employee would be able to withdraw <u>both</u> Employer and employee <u>defined</u> <u>contributions</u> from the defined contribution plan. Employees shall be able to withdraw <u>their</u> contribution upon separation from employment. The current value of the defined benefit plan as computed by MERS will be transferred to the employees who switch to the defined contribution plan.

Effective 5/15/2009, for Employees in the defined contribution plan the Employer will match, 1% of their gross wages, Employee contributions to their individual §457 account, which are at least 1% of wages and deducted as a percent of wages and

not a flat dollar amount. This match is limited to deposit into one (1) §457 account and cannot be split between different §457 accounts.

Section 16.1. Uniforms

The Employer shall furnish and clean uniforms as follows:

UNIFORMS							
3 PANTS	1 HIGH VISIBILITY 3 SEASON JACKET						
1 PAIR BOOTS SELECTED BY THE EMPLOYEE SUBJECT TO APPROVAL BY DIRECTOR -OR- IF THE EMPLOYEE WISHES TO PURCHASE THEIR OWN BOOTS, EMPLOYER WILL PROVIDE A REIMBURSEMENT OF UP TO \$100 PER YEAR FOR THE PURCHASE OF BOOTS, WHICH CAN ACCUMULATE UP TO \$200.	1 Belt						
3 SHORT SLEEVE SHIRTS	1 PAIR RESCUE GLOVES						
3 Polo Long Sleeve Shirts	1 Pair Eye Protection						

ANY OTHER REQUIRED UNIFORM ACCESSORIES, I.E. NAME TAG, COLLAR BRASS, AND BADGE. NAME TAG, COLLAR BRASS, AND BADGE SHALL BE ISSUED AFTER THE EMPLOYEE SUCESSFULLY PASSES THEIR PROBATIONARY PERIOD.

Any other uniform, clothing or boots must be approved by the Director (or his/her designee). Employees shall be responsible for the replacement costs of lost uniform items, including badges. Employees shall return all uniform items upon separation of employment. Failure to do so will result in a notification of replacement costs owed and repayment to the County in one lump sum is hereby authorized for an employee who voluntarily resigns or is discharged from employment and does not return all County-issued uniform items. Repayment of replacement costs will include collections efforts if not voluntarily re-paid.

Section 16.2. Tuition Reimbursement and Relicensure Fee

A. Job Training Certifications

Employees may receive 100% reimbursement for successful completion of job required certifications, as required by the State of Michigan, the Washtenaw Livingston Medical Control Authority, or the Employer, that are not available from the EMS Department, as well as registration fees for-Employer approved training conferences. Michigan EMS Expo, Survival-

Flight training conferences, and training conferences conducted by Beaumont Hospital. Employees may receive 50% reimbursement for tuition and/or course materials for successful completion of job-related courses. Job-required and/or job-related courses shall be as determined by the Director or his/her designee. Any employee desiring such payment shall request the same in writing at least two (2) weeks before the course commences. It shall be within the discretion of the Director or his/her designee to grant or deny such request. It is understood that monies may not be available for such purposes and/or monies may be spent for group training or other training services as determined by the Director or his/her designee.

The decision of the Employer is not subject to arbitration (See Section 5.3, etc.). No repayment of reimbursement is required of an employee upon separation of employment for Employer paid job-required or job-related certifications described in this sub-section A.

B. College or University Courses

Any regular full-time employee covered by this Agreement is eligible for financial assistance for tuition cost for accredited college or university courses taken in a technical, undergraduate, or graduate program after one complete year of full-time County employment. A college or university is considered to be accredited if it is contained on the U.S. Department of Education Database of Accredited Postsecondary Institutions and Programs. The County shall reimburse fifty percent (50%) of tuition cost if:

- 1. Recommended by your department head and approved by the Human Resources Director prior to enrollment in the course; and
- 2. The course taken meets one of the following criteria:
 - a. it is directly job related, as determined by the department head;
 - b. it is preparation of a job related promotion;
 - c. it is a required or elective subject mandatory to obtain a diploma, certificate, or undergraduate degree in preparation for advancement to a higher classification in County employment.
- 3. Prior to being reimbursed for tuition expenses, the employee must present to the department a receipt for payment and proof of a grade C (its equivalent) or higher.
- 4. Employees eligible for education compensation under a scholarship, the Veterans G.I. Bill or other government sponsored programs, i.e. Pell Grant, Michigan Tuition Grant, and any other form of financial aid, will have to exhaust their other benefits prior to being eligible for County education benefits.

- 5. Reimbursement is for tuition only and does not include registration, books, lab fees, etc. Where the cost of books are rolled into the overall tuition cost, employees will be asked to submit reasonable proof as to the cost of the book to be subtracted from the tuition cost.
- 6. Repayment to the County in one lump sum will be required by an employee who voluntarily resigns or is discharged from employment within three (3) years following completion of coursework. Voluntary transfer to irregular part-time status does not constitute resignation or discharge from employment. In the event the employee does not continue employment for the prescribed period, the employee will be required to reimburse the County on a prorated basis for tuition reimbursement received as follows:
 - Return 100% of tuition reimbursement if resign within 1 year
 - Return 67% of tuition reimbursement if resign within 2 years
 - Return 33% of tuition reimbursement if resign within 3 years
- 7. Reimbursement is subject to and conditioned upon money being appropriated in the employee's Department budget for this specific purpose. The decision of the department whether to approve or deny tuition reimbursement is not subject to the grievance procedure.

This tuition reimbursement program will be implemented in compliance with the Internal Revenue Code, Section 132 as a Working Condition Fringe benefit. As such, tuition reimbursement payments are excludable from an employee's gross income, are not includable in the employee's W-2 and are not subject to tax withholding. However, if a refund of reimbursement is made, the employee should contact their personal tax professional to address any potential tax issues.

Completion of coursework shall in no way entitle an employee to automatic advancement on the salary schedule either to a higher classification or step by reason of such additional training.

- C. Relicensure Fee. The Employer shall pay for the State mandated relicensure fee for EMT Basic, EMT Specialist and Paramedic every three (3) years. The employer shall pay for the state re licensure fee for Instructor Coordinator every three (3) years. Employees certified as Instructor Coordinators shall teach at least three (3) classes per certification period. If an employee opts to pay for the entire certification without reimbursement from the employer, the employee will not be expected to teach classes.
- D. PARAMEDIC, CRITICAL CARE PARAMEDIC, COMMUNITY PARAMEDIC, INSTRUCTOR COORDINATOR CERTIFICATION TRAINING PROGRAMS

 The Employer shall provide payment for the cost of an Employer-approved Paramedic, Critical Care Paramedic, Community Paramedic, Instructor Coordinator certification training programs and licensure for any regular employee EMT covered under this agreement. Pre-payment of the program is predicated upon the assumption that the employee will successfully completes both the Employer approved paramedic training program and Paramedic certification / licensure through the State of

Michigan. Repayment to the County in one lump sum will be required by an employee who voluntarily resigns or is discharged from employment within three (3) years of full-time employment. Repayment will include collections efforts if not voluntarily re-paid. Regularly scheduled part-time employees are eligible for the program, but an employee must move to full-time employment with the department upon completion and successful paramedic certification/licensure. Completion of coursework shall in no way entitle an employee to continued employment. An employee who is unsuccessful in completing the course or fails to pass the State licensure exam must pay back the full course costs in one lump sum payment.

Payment of the training program and licensure is subject to and conditioned upon money being appropriated in the employee's Department budget for this specific purpose. Any employee desiring such payment shall request the same in writing at least two (2) weeks before the course commences. It shall be within the discretion of the Director or his/her designee to grant or deny such request. It is understood that monies may not be available for such purposes and/or monies may be spent for group training or other training services as determined by the Director or his/her designee.

Section 16.3. Safety Procedures and Training

The Employer shall not require any employee to operate any equipment or vehicle which is not in a safe operating condition or is not equipped with the safety appliances as prescribed by law, or for which the employee is not properly trained. The Employer shall furnish a suitable form on which an employee shall document all equipment defects and/or appliance shortages in the employer-provided electronic reporting system. Such reports shall be completed in multiple copies and turned in at the end of the employee's regular work shift. No employee shall be required to operate any vehicle declared unsafe by a certified mechanic. Each January the employer shall designate one (1) day each quarter during which training shall be scheduled. The employer reserves the right to schedule additional training dates throughout the year as necessary. Scheduled trainings shall be deemed scheduled workdays for attendance / tardiness purposes.

Section 16.4. Bulletin Boards

The Employer will provide bulletin boards in each ambulance base which shall be used for posting notices pertaining to Union business. The Employer reserves the right to remove any derogatory material.

Section 16.5. Access

The staff representative or steward, pursuant to Section 3.0, shall have the right, upon reasonable notice, to examine time sheets at the Ambulance office and any other records pertaining to the computation of compensation of any employee whose pay is in dispute, or an employee's personnel file for non-exempt matters with the permission of the employee.

Section 16.6. Non-Discrimination

The Livingston County Board of Commissioners and Union shall provide equal employment opportunities to qualified persons without regard to race, age, creed, color, religion, national origin, sex, marital status or handicap, as required by law.

Section 16.7. Separability

If any section of this Agreement, or any riders thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or Employer, for the purpose of arriving at a mutually satisfactory replacement for said section during the period of invalidity or restraint.

Section 16.8. Other Agreements

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms of this Agreement, unless approved by the MAFF staff representative.

Section 16.9. Past Practice

There are no agreements which are binding on any of the parties other than the written provisions contained in this Agreement. No further agreements shall be binding on any of the parties until it has been put in writing and signed by the parties to be bound.

Section 16.10. Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the un-limited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not referred to or not covered in this Agreement.

Section 16.11. MICU

The Employer reserves the right to designate MICU Paramedics. The Employer will not reduce the number of available full-time MICU positions based upon the utilization of irregular part-time employees on the MICU team.

Section 16.12. Shift Coordinators

The employer reserves the right to appoint or assign temporary Shift Coordinators. They shall be compensated an additional 3% as noted on the attached FTO/Shift Coordinator scale and is only applicable for hours assigned as a Shift Coordinator. When not assigned as a Shift Coordinator, employee shall receive corresponding Non-Shift Coordinator pay type.

Shift Coordinators shall have the responsibility to coordinate and oversee daily operations of the department during their assigned shift. The Shift Coordinator shall have no disciplinary authority, but will have a duty to report any misconduct and violations of department policy. Shift Coordinators shall report to the Deputy Director. The Employer shall post such positions, but reserves the right to determine who to hire for those positions.

NEW Section 16.13. Community Paramedic The Employer reserves the right to select Community Paramedics after following the application process. The Employer will not reduce the number of available full-time Community Paramedics positions based upon the utilization of irregular part-time employees on the Community Paramedic team.

NEW Section 16.14. Instructor Coordinator The Employer reserves the right to select staff assigned as Instructor Coordinator after following the application process. Instructor Coordinator shall be paid in accordance with the attached hour wage scales only when assigned a trainee or when assigned Instructor Coordinator related duties.

RENUMBER Section 16.15. Field Training Officers and Preceptors
The employer reserves the right to select designate Field Training Officers and Preceptors after following the application process. Field Training Officers and Preceptors shall have the responsibility to assist in the training of new employees or students under the direction of the Director or his/her designee Quality Assurance Supervisor. Field Training Officers and Preceptors shall be paid in accordance with the attached hour wage scales only when assigned a trainee or when assigned FTO or Preceptor related duties. Performance reviews shall be done periodically. every twenty-four-(24) months. In order to receive FTO or Preceptor pay, employee must submit the new hire or student evaluation in the electronic reporting system.

Section 16.16. Drug Testing Program

Employer and Union mutually acknowledge and agree that the use of unauthorized drugs by an employee without licensed medical supervision constitutes a present danger to

the employee, fellow employees, customers and the general public and also impairs job performance and capabilities of the employee.

Employer shall have the right to develop drug testing programs for said employees and the Union supports a policy which diminishes any such dangers. Any such program shall not be contrary to the constitutional or statutory rights of such employees.

A. <u>DEFINITIONS</u>.

- 1. Restricted Period. A "restricted period" means:
 - (i) any time the employee is entitled to compensation from the County pursuant to a provision of this Agreement, other than non-work hours for which an employee is entitled to compensation;
 - (ii) any time the employee is present on property owned or leased by the County, or to which the County has access as a business invitee (whether or not the employee is entitled to compensation from the County pursuant to a provision of this Agreement for such time); or,
 - (iii) any time an employee is operating a vehicle or equipment owned or leased by the County (whether or not the employee is entitled to compensation from the County pursuant to a provision of this Agreement for such time).
- 2. <u>Drug.</u> "Drug" means a scheduled controlled substance, which includes opiates, cannabinoids, cocaine, methadone, methaqualone, phencyclidine (PCP), propoxyphene and chemical derivatives of these substances. Legally prescribed drugs shall be handled in the same manner as fitness for duty medical exams and an employee may be required to disclose prescription drugs where there is a reasonable suspicion that said drug may be affecting the employee's performance of the employee's position.
- 3. <u>Positive Test Result.</u> A "positive test result" means: a verified positive drug test result); a verified alcohol test with a result indicating an alcohol concentration of greater than 0.00; or a refusal to test.
- 4. Refusal To Test. Refusal to test means any refusal by the employee to the tested, or any failure to cooperate in the testing procedure including, but not limited to, obstructing the collection or testing process; failing to complete or misrepresenting the required drug testing forms; failing to promptly supply specimen(s) for testing when directed to; submitting an altered, adulterated, or substitute sample; or failing to report for a scheduled test.

B. <u>DISCIPLINARY PENALTIES</u>.

1. Possession, Sale, Use or Distribution of Alcohol or a Drug. The unauthorized possession, sale or distribution by an employee of alcohol or a drug during a restricted period shall constitute cause for discharge of the employee. Consumption or ingestion of alcohol or a drug by an employee during a restricted period shall constitute cause for the discharge of the employee,

irrespective of whether the County elects to test the employee in accordance with this Article. Reporting to work, or working while under the influence of a drugs or alcohol whether on Employer premises, on any Employer business, or in an Employer supplied vehicles shall constitute cause for the discharge of the employee. The conviction of an employee for any felony a legal element of which requires proof of the possession, sale, use or distribution of a drug shall constitute cause for discharge, whether or not such felony occurred during a restricted period.

- 2. <u>Positive Test Result for Alcohol or Drugs</u>. A positive test shall constitute cause for the discharge of the employee.
- 3. <u>Refusal to Test</u>. An employee's refusal to test when requested by the County in accordance with the provisions of Section 16.14 of this Article, will constitute cause for discharge of the employee.
- 4. <u>Self Disclosure</u>. An employee who, prior to a positive test or accident, voluntarily discloses a dependency on drugs/alcohol to the Employer, voluntarily undergoes an Employer-approved, supervised detoxification treatment program and who executes (and the Union executes) a last chance agreement will be given a leave of absence for such purposes of up to thirty (30) days and the Employer will refrain from taking any disciplinary action against the Employee, provided that:
 - (i) Such disclosure is the first and only involvement with drugs/alcohol for the Employee;
 - (ii) The Employee satisfactorily completes the detoxification treatment program or other program recommended by EAP; and,
 - (iii) The employee remains free of drug/alcohol use and strictly complies with the Employer's drug free policy.

The Employee will be returned to their former position, shift, wages and benefits. A last chance agreement may require an employee to undertake and complete treatment, sign testing consents, comply with testing requirements, and that all test results shall be negative. If the employee violates that agreement and is subsequently discharged and/or reprimanded, the Union reserves only the right to grieve or arbitrate the issue of whether the last chance agreement has been violated. If the last chance agreement is determined to have been violated, an arbitrator will have no authority to modify the discipline imposed by the Employer.

C. CONDITIONS FOR TESTING.

- 1. <u>Reasonable Suspicion</u>. The County may require an employee to submit to drug and alcohol testing if the County has a reasonable suspicion that:
 - (i) an employee has alcohol or a drug present in his/her body during a restricted period; or,

(ii) that an employee was in possession of, sold, or distributed alcohol or a drug during a restricted period when the employee is not otherwise required to do so in the performance of his/her duties.

For the purposes of the preceding sentence, a "reasonable suspicion" must be based on objective facts, including, but not limited to:

- observation by the County of circumstances consistent with the possession, sale, or distribution of alcohol or a drug when the employee is not otherwise required to do so in the performance of his/her duties;
- (ii) observation by the County that an employee is exhibiting slurred speech, uncoordinated movement, gait stupor, excessive giddiness, unexplained periods of exhilaration and excitement, impaired judgment, erratic behavior, or significant deterioration in work performance; or,
- (iii) detection by the County of the odor of alcohol on an employee's breath.
- 2. <u>Post Accident Testing</u>. The County may require an employee to submit to drug and alcohol testing if the employee is involved in an accident during a restricted period.
- 3. Return from Medical Leave. The County may require an employee to submit to drug and alcohol testing during any medical exam required by the County to determine the employee's fitness for duty when returning to work from a leave of absence.
- D. <u>TESTING METHODOLOGY</u>. All drug and alcohol testing shall be conducted in conformity with the County procedures.

Section 16.17. Fitness and Wellness Program

The Employer's Howell facility may-include a fitness facility. The fitness facility may be utilized only during non-compensated hours. Employee's employment by Employer is not conditioned upon the use of the fitness facility or participation in any activity associated with the fitness facility. The Center is not part of Employees' workplace and, as such, any injury while using the fitness facility will not be covered by workers compensation.

Effective upon ratification of this agreement by all parties, members of the bargaining unit shall be allowed to participate in the Livingston County Wellness Program and shall be eligible for the \$100 per year payment for participation in the Physician Health Screening and Health Assessment program and \$500 per year wellness reimbursement.

Section 16.18. Direct Deposit

Effective upon ratification or as soon as practical all employees within the bargaining unit go to direct deposit/debit card (paperless) for payroll (funds may be deposited into accounts at up to three (3) banks.

Section 16.19. Emergency Manager

To the extent required by MCL 423.215(7), an Emergency Manager appointed under the Local Government and School District Financial Accountability Act (being, MCL 141.1501, et seq) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Financial Accountability Act.

Section 16.20. Duty To Report Misconduct or Dereliction of Duty

Violation of the law by any bargaining unit member may undermine the ability of the EMS to deliver service to the community. Such behavior can damage credibility and respect, and in some cases, can endanger the lives of residents. A bargaining unit member who is cited, arrested <u>or</u> charged by law enforcement with any felony or misdemeanor (either on-duty or off-duty), or who is the subject of a court ordered personal protection order, shall report such fact to the EMS Director or designee within twenty-four (24) hours of such citation, arrest, charge or order. Bargaining unit members having knowledge of another member on duty violation of the law will report such knowledge to the EMS director or his designee. A failure to report pursuant to this Article may result in appropriate discipline subject to the rights and remedies in this Agreement.

Section 16.21. Referral Bonus

During the life of this agreement only and expiring at the end of the term of this collective bargaining agreement, December 31, 2024, the Employer shall pay to an employee a referral bonus of \$1,000 for each full time employee successfully recruited and on-boarded to employment with Livingston County EMS and who successfully completes the FTO program. Referring employee must be currently employed as of the first date of work for the newly recruited employee. The newly recruited employee must pass all background checks and exams, including drug testing. The Employer decision to hire any new recruit or referral is not subject to the grievance procedure. The newly referred and recruited employee must attest in writing as to a single current referring employee.

Section 16.22. Policies and Procedures

The Employer shall notify the Union in writing of any proposed changes in personnel policies which affect the conditions under which employees work. Whenever possible, such written notification shall be provided to the Union at least two (2) weeks in advance of the proposed implementation of the changes. If amended, a copy of the revised policy will be provided to the Union. Emergency situations shall be exempt from this provision, however, notice shall be given to the Union of the new or changed policy as soon as practicable. "Emergency" in this section refers to any topic related to employee/patient health and safety or any newly issued statutory or regulatory requirement.

FAMILY AND MEDICAL LEAVE ACT

Section 17.0.

The parties agree that the Family Medical Leave Act policy adopted by the Employer for non-union employees shall be used for employees covered under this contract. An

employee returning from a FMLA leave of up to twelve (12) weeks will be reinstated to his/her former or an equivalent position with the same pay, benefits, and terms and conditions of employment unless the employee is unable to perform the essential functions of his/her former job with or without reasonable accommodation.

SUPPLEMENTARY EMPLOYMENT

Section 18.0.

- A. The Director, or his/her designee, shall be notified in writing prior to the employee engaging in supplemental employment, specifying the particular job duties and the dates and time anticipated to be employed elsewhere. The notice shall be given at least seventy-two (72) hours prior to engaging in supplemental employment.
- B. The additional employment must in no way conflict with the employee's hours of employment, or in quantity or interest conflict in any way with satisfactory and impartial performance of his/her duties.
- C. The employee shall keep the Director or his/her designee informed of contemplated changes in his/her supplemental employment.

TERM OF AGREEMENT

Section 19. Term of Agreement

This Agreement shall be in full force and effect from **March___**, **2025** 2022, to and including December 31, **2027** 2024. Not earlier than one hundred twenty (120) days prior to the expiration of the contract, either party may request that the other commence negotiations for a new or modified agreement. Upon receipt of such notice, the parties shall select mutually agreeable dates and times to negotiate.

** Signatures on Following Page **

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LIVINGSTON COUNTY BOARD OF COMMISSIONERS		MICHIGAN ASSOCIATION OF FIRE FIGHTERS (MAFF)
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2025 MAFF Wage Scale - effective upon ratification by all partie	2025 MAFF	Wage Scale -	effective upon	ratification b	v all	parties
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	A	•	Single Co	Single Cert		Dual Cert		MICU		MICU Dual Cert	
	Hr	OT	Hr	OT	Hr	OT	Hr	OT	Hr	OT	
Start	22.62	33.93	23.30	34.95	24.00	35.99					
1Year	24.58	36.86	25.32	37.98	26.08	39.13					
2 Year	26.01	39.01	26.78	40.17	27.58	41.37	27.58	41.37	28.41	42.62	
3 Year	27.31	40.96	28.13	42.19	28.96	43.44	28.96	43.44	29.83	44.75	
4 Year	28.67	43.01	29.54	44.30	30.41	45.62	30.41	45.62	31.33	46.99	
5 Year	30.10	45.16	31.01	46.52	31.93	47.89	31.93	47.89	32.89	49.34	
6 Year	31.61	47.42	32.56	48.84	33.52	50.29	33.52	50.29	34.53	51.80	
10 Yr	32.25	48.37	33.21	49.81	34.19	51.29	34.19	51.29	35.23	52.84	
FTO/Shift Coord	dinator/Precept	or									
2 Year	26.78	40.17	27.59	41.39	28.41	42.62	28.41	42.62	29.26	43.89	
3 Year	28.13	42.19	28.97	43.45	29.83	44.75	29.83	44.75	30.73	46.09	
4 Year	29.54	44.30	30.42	45.63	31.32	46.98	31.32	46.98	32.26	48.39	
5 Year	31.01	46.52	31.94	47.91	32.89	49.34	32.89	49.34	33.87	50.81	
6 Year	32.56	48.84	33.54	50.30	34.53	51.80	34.53	51.80	35.57	53.35	
10 Yr	33.21	49.81	34.20	51.30	35.22	52.83	35.22	52.83	36.28	54.42	
EMT											
Start	18.66	28.00									
1 Year	19.75	29.62									
2 Year	20.96	31.44									
3 Year	22.26	33.39									
4 Year	23.60	35.40									
S Year	25.02	37.54									
6 Year	26.28	39.42									