

Finance Committee

4/7/2010

304 E. Grand River Ave., Howell, MI

7:30 AM

AGENDA

1. **CALL MEETING TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF MINUTES**
 - Minutes of meeting dated March 24, 2010
 - Minutes of Closed session dated March 24, 2010 (not attached)
4. **APPROVAL OF AGENDA**
5. **REPORTS**
 - OSSI Update
6. **CALL TO THE PUBLIC**
7. **RESOLUTIONS FOR CONSIDERATION:**

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- 08A Treasurer**
RESOLUTION AUTHORIZING THE LIVINGSTON COUNTY TREASURER TO ESTABLISH 2009 DELINQUENT TAX FUND - Finance Committee
-
- 08B Treasurer**
RESOLUTION TO BORROW AGAINST ANTICIPATED DELINQUENT 2009 REAL PROPERTY TAXES - Finance Committee
-
- 09-A Administration**
RESOLUTION TO AUTHORIZE FOURTH AMENDMENT TO COUNTY OF LIVINGSTON RETIREE HEALTH SAVINGS PROGRAM - Finance Committee
-
- 09-B Administration**
RESOLUTION TO APPROVE THE FOURTH AMENDMENT TO THE LIVINGSTON COUNTY RETIREE HEALTH CARE PLAN - Finance Committee
-
- 09-C Administration**
RESOLUTION AUTHORIZING AGREEMENT WITH THE SMALL BUSINESS AND TECHNOLOGY DEVELOPMENT CENTER TO PROVIDE SUPPORT FOR 2010 COUNTY-WIDE ASSISTANCE - County Administration - Finance Committee
-
- 09-D Administration**

RESOLUTION AUTHORIZING AGREEMENT WITH THE ECONOMIC DEVELOPMENT COUNCIL TO PROVIDE SUPPORT FOR 2010 COUNTY-WIDE ASSISTANCE - County Administration - Finance Committee

09E Administration

RESOLUTION ASSIGNING A PORTION OF THE COUNTY'S RECOVERY ZONE ECONOMIC BOND ALLOCATION TO THE CITY OF HOWELL - COUNTY ADMINISTRATION - Finance Committee

10A Building Services

RESOLUTION AUTHORIZING A CONTRACT FOR LAWN MOWING SERVICES AND GROUNDS MAINTENANCE WITH COOPER'S TURF MANAGEMENT L.L.C. - Building Services / General Government Committee

11A County Clerk

RESOLUTION APPROVING THE FILLING OF A VACANT FULL TIME COUNTY CLERK CIRCUIT COURT FROM WITHIN AND FILLING A PART TIME COURT CLERK-County Clerk

12A Airport

RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY AERONAUTICAL FACILITIES BOARD TO ENTER INTO AN AGREEMENT WITH R.W. ARMSTRONG OF LANSING, MICHIGAN FOR A PARTIAL AIRPORT LAYOUT PLAN (ALP) UPDATE IN PREPARATION FOR THE NEW TERMINAL BUILDING AND RAMP AREA -- AIRPORT

13A Emergency Medical Services

RESOLUTION AUTHORIZING AN ADVANCE OF EMS FUNDS TO 911 CENTRAL DISPATCH FOR THE 2007 AND 2008 HOMELAND SECURITY GRANT TO BEGIN CONSTRUCTION OF THE PUBLIC SAFETY FIBER PROJECT- EMS - Finance Committee

14A Sheriff

RESOLUTION AUTHORIZING OUT OF STATE TRAINING FOR ONE DETECTIVE - Sheriff Department

14B Sheriff

RESOLUTION APPROVING THE CREATION AND HIRING OF TWO (2) PART TIME OFFICE ASSISTANT POSITIONS WITHIN THE SHERIFF'S DEPARTMENT DUE TO A VACANCY CREATED BY THE TERMINATION OF ONE (1) FULL TIME OFFICE ASSISTANT - SHERIFF

14C Sheriff

RESOLUTION TO APPROVE EXPENDITURE FOR AN EXTENDED MAINTENANCE AGREEMENT FOR SHERIFF DIGITAL IN-CAR VIDEO RECORDING EQUIPMENT - Sheriff's Department

15A Central Dispatch

RESOLUTION AUTHORIZING LIVINGSTON COUNTY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE HURON-CLINTON METROPARKS POLICE FOR LIVINGSTON COUNTY TO PROVIDE DISPATCH SERVICES FOR OFFICERS ASSIGNED TO KENSINGTON METROPARK – 9-1-1 CENTRAL DISPATCH / EMERGENCY MANAGEMENT

- 16A** **District Court**
RESOLUTION APPROVING THE FILLING OF A FULL TIME DEPUTY COURT CLERK POSITION IN THE 53RD DISTRICT COURT DEPARTMENT, AND THE SUBSEQUENT FILLING OF A PART-TIME DEPUTY COURT CLERK POSITION - District Court / Public Safety Committee
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- 17A** **Board of Commissioners**
RESOLUTION AUTHORIZING THE HIRING OF PUBLIC FINANCIAL MANAGEMENT TO PROVIDE FINANCIAL EXPERTISE, ANALYSIS AND ASSISTANCE TO THE DEBT MANAGEMENT COMMITTEE FOR FISCAL YEAR 2010 - Board of Commissioners / Finance Committee
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- 18.** **MISCELLANEOUS CLAIMS**
19. **COMPUTER PRINTOUT (attached)**
20. **CLOSED SESSION**
 A. EMS - Labor Relations
21. **ADJOURNMENT**

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING THE LIVINGSTON COUNTY TREASURER TO ESTABLISH 2009 DELINQUENT TAX FUND – Office of the Treasurer / Finance Committee

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

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

WHEREAS, Public Act 105 of 2003, enacted July 24, 2003 amended the General Property Tax Act 206 of 1893 as pertains to homestead property tax exemptions, now referred to as Principal Residence Exemptions and requires PRE's to be paid with the delinquent payout; and

WHEREAS, Livingston County has \$1,354.52 of Principal Residence Exceptions that were turned over delinquent as of March 1, 2010; and

WHEREAS, the 2009 levied tax delinquency as of March 1, 2010 is \$21,920,591.02; and

WHEREAS, the 2009 Delinquent Tax Fund is to be funded by \$16,150,000 financing through the sale of Delinquent Tax Notes and \$5,771,945.54 transfer from existing Delinquent Tax Fund balances.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Livingston County Treasurer to establish the 2009 Delinquent Tax Fund in the amount of \$21,921,945.54.

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**RESOLUTION TO BORROW AGAINST
ANTICIPATED DELINQUENT 2009 REAL PROPERTY TAXES**

At a regular meeting of the Board of Commissioners of the County of Livingston, State of Michigan, held at Howell, Michigan, on the 13 day of April, 2010.

PRESENT: _____

ABSENT: _____

_____ offered the following resolution and moved its adoption. The motion was seconded by _____.

WHEREAS, the Board of Commissioners of the County of Livingston (the "County") has heretofore adopted a resolution establishing the Livingston County Delinquent Tax Revolving Fund (the "Fund") pursuant to Section 87b of Act No. 206, Public Acts of Michigan, 1893, as amended ("Act 206"); and

WHEREAS, the purpose of the Fund is to allow the Livingston County Treasurer (the "County Treasurer") to pay from the Fund any or all delinquent real property taxes that are due and payable to the County and any school district, intermediate school district, community college district, city, township, special assessment district, the State of Michigan or any other political unit for which delinquent tax payments are due; and

WHEREAS, it is hereby determined to be necessary for the County to borrow money and issue its notes for the purposes authorized by Act 206, particularly Sections 87c, 87d and 87g thereof; and

WHEREAS, it is estimated that the total amount of unpaid 2009 delinquent real property taxes (the "delinquent taxes") outstanding on March 1, 2010, will be approximately \$21,921,900.00, exclusive of interest, fees and penalties.

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

Authorization of Borrowing

1. Pursuant to and in accordance with the provisions of Act 206, Public Acts of Michigan, 1893, as amended, and especially Sections 87c, 87d and 87g thereof, the County shall borrow the sum of not to exceed Twenty one million nine hundred twenty one thousand nine hundred and 00/100 Dollars (\$21,921,900.00) and issue its notes (the "notes") therefor for the purpose of continuing the Fund for the 2009 tax year. The exact amount to be borrowed shall not exceed the amount of delinquent taxes outstanding on March 1, 2010, exclusive of interest, fees and penalties. The County Treasurer shall designate the exact amount to be borrowed after the amount of the 2009 delinquent taxes outstanding on March 1, 2010, or the portion of the 2009 delinquent taxes against which the County shall borrow, has been determined.

Note Details

2. Pursuant to provisions of applicable law and an order of the County Treasurer, which order is hereby authorized, the notes may be issued in one or more series; shall be known as "General Obligation Limited Tax Notes, Series 2010" with a letter designation added thereto if the notes are issued in more than one series; shall be in fully registered form in denominations not exceeding the aggregate principal amounts for each maturity of the notes; shall be sold for not less than 98% of the face amount of the notes; shall bear interest at fixed or variable rates not to exceed the maximum interest rate permitted by applicable law; shall be dated, payable as to interest and in principal amounts, be subject to redemption in whole or in part prior to maturity, including any redemption premiums, and be subject to renewal, at such times and in such

amounts, all as shall be designated in the order of the County Treasurer. Notes or portions of notes called for redemption shall not bear interest after the redemption date, provided funds are on hand with the note registrar and paying agent to redeem the same. Notice of redemption shall be given in the manner prescribed by the County Treasurer, including the number of days' notice of redemption and whether such notice shall be written or published, or both. If any notes of any series are to bear interest at a variable rate or rates, the County Treasurer is hereby further authorized to establish by order, and in accordance with law, a means by which interest on such notes may be set, reset or calculated prior to maturity, provided that such rate or rates shall at no time be in excess of the maximum interest rate permitted by applicable law. Such rates may be established by reference to the minimum rate that would be necessary to sell the notes at par; by a formula that is determined with respect to an index or indices of municipal obligations, reported prices or yields on obligations of the United States or the prime rate or rates of a bank or banks selected by the County Treasurer; or by any other method selected by the County Treasurer.

Payment of Principal and Interest

3. The principal of and interest on the notes shall be payable in lawful money of the United States from such funds and accounts as provided herein. Principal shall be payable upon presentation and surrender of the notes to the note registrar and paying agent when and as the same shall become due, whether at maturity or earlier redemption. Interest shall be paid to the owner shown as the registered owner on the registration books at the close of business on such date prior to the date such interest payment is due, as is provided in the order of the County Treasurer. Interest on the notes shall be paid when due by check or draft drawn upon and mailed by the note registrar and paying agent to the registered owner at the registered address, or by such other method as determined by the County Treasurer.

Note Registrar and Paying Agent

4. The County Treasurer shall designate, and may enter into an agreement with, a note registrar and paying agent for each series of notes that shall be the County Treasurer or a bank or trust company that is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The County Treasurer may from time to time designate a similarly qualified successor note registrar and paying agent.

Disposition of Note Proceeds

5. The proceeds of the sale of the notes shall be deposited into a separate account in the Fund (the "2010 Account") and shall be used to continue the Fund. The County Treasurer shall pay therefrom and from unpledged funds in the Fund, uncommitted funds in the County General Fund and/or any other legally available funds, if the notes are sold at a discount, the full amount of the delinquent tax roll against which the County has borrowed, delivered as uncollected by any tax collector in the County and that is outstanding and unpaid on or after March 1, 2010, in accordance with the provisions of Act 206. If the notes are sold at a premium, the County Treasurer shall determine what portion of the premium, if any, shall be deposited in the 2010 Collection Account established in Section 6 hereof.

2010 Collection Account

6. There is hereby established as part of the Fund an account (hereby designated the "2010 Collection Account") into which account the County Treasurer shall place delinquent taxes against which the County has borrowed, and interest thereon, collected on and after March 1, 2010, all County property tax administration fees on such delinquent taxes, after expenses of issuance of the notes have been paid, any premium as determined pursuant to Section 5 hereof, and any amounts received by the County Treasurer from the County, the State of Michigan and any taxing unit within the County, because of the uncollectibility of such delinquent taxes. The foregoing are hereby established as funds pledged to note repayment. The County Treasurer shall designate the delinquent taxes against which the County shall borrow for each series of notes.

Note Reserve Fund

7. There is hereby authorized to be established by the County Treasurer a note reserve fund for the notes (the "2010 Note Reserve Fund") if the County Treasurer, with the consent of the Board of Commissioners, deems it to be reasonably required as a reserve and advisable in selling the notes at public or private sale. The County Treasurer is authorized to deposit in the 2010 Note Reserve Fund from proceeds of the sale of the notes, unpledged moneys in the Fund, uncommitted funds in the County General Fund and/or any other legally available funds, an amount not exceeding ten percent (10%) of the face amount of the notes.

Security for Payment of Notes

8. All of the moneys in the 2010 Collection Account and the 2010 Note Reserve Fund, if established, and all interest earned thereon, relating to a series of notes are hereby pledged equally and ratably as to each series to the payment of the principal of and interest on the notes and shall be used solely for that purpose until such principal and interest have been paid in full. When moneys in the 2010 Note Reserve Fund, if established, are sufficient to pay the outstanding principal of the notes and the interest accrued thereon, such moneys may be used to retire the notes. If more than one series of notes is issued, the County Treasurer by order shall establish the priority of the funds pledged for payment of each such series. In such case the County Treasurer may establish sub-accounts in the various funds and accounts established pursuant to the terms of this resolution as may be necessary or appropriate.

Additional Security

9. Each series of notes, in addition, shall be a general obligation of the County, secured by its full faith and credit, which shall include the County's limited tax obligation, within applicable constitutional and statutory limits, and its general funds. The County budget shall provide that if the pledged delinquent taxes and any other pledged amounts are not collected in sufficient amounts to meet the payments of principal and interest due on each series of notes, the County, before paying any other budgeted amounts, will promptly advance from its general funds sufficient moneys to pay that principal and interest. The County shall not have the power

to impose taxes for payment of the notes in excess of constitutional or statutory limitations. If moneys in the 2010 Collection Account and the 2010 Note Reserve Fund, if established, are not sufficient to pay the principal of and interest on the notes, when due, the County shall pay the same in accordance with this section, and may thereafter reimburse itself from the delinquent taxes collected.

Release of Pledge of 2010 Collection Account

10. Upon the investment of moneys in the 2010 Collection Account in direct non-callable obligations of the United States of America in amounts and with maturities that are sufficient to pay in full the principal of and interest on the notes when due, any moneys in the 2010 Collection Account thereafter remaining may be released from such pledge created pursuant to Section 8 hereof and may be used to pay any or all delinquent real property taxes that are due the County and any school district, intermediate school district, community college district, city, township, special assessment district, the State of Michigan or any other political unit to which delinquent tax payments are due for any year or for any other purpose permitted by law.

Sale of Notes

11. The County Treasurer is hereby authorized to offer the notes at public or private sale as determined by order of the County Treasurer and to do all things necessary to effectuate the sale, delivery, transfer and exchange of the notes in accordance with the provisions of this resolution. Notes of one series may be offered for sale and sold separately from notes of another series. If the notes are to be sold publicly, sealed proposals for the purchase of the notes shall be received by the County Treasurer for such public sale to be held at such time as shall be determined by the County Treasurer and notice thereof shall be published in accordance with law, once in *The Bond Buyer* or the *Detroit Legal News*, both of which are hereby designated as being a publication printed in the English language and circulated in this State that carries as a

part of its regular service, notices of sale of municipal bonds. Such notice shall be in the form prescribed by the County Treasurer.

The County Treasurer is hereby authorized to cause the preparation of an official statement for the notes for the purpose of enabling compliance with SEC Rule 15c2-12 (the "Rule") and to do all other things necessary to enable compliance with the Rule. After the award of the notes, the County will provide copies of a final official statement (as defined in paragraph (e)(3) of the Rule) on a timely basis and in reasonable quantity as requested by the successful bidder or bidders to enable such successful bidder or bidders to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

Continuing Disclosure

12. The County Treasurer is hereby authorized to execute and deliver in the name and on behalf of the County (i) a certificate of the County to comply with the requirements for a continuing disclosure undertaking of the County pursuant to subsection (b)(5) or (d)(2) of the Rule, as applicable, and (ii) amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"). The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. The remedies for any failure of the County to comply with and carry out the provisions of the Continuing Disclosure Certificate shall be as set forth therein.

Execution and Delivery of Notes

13. The County Treasurer is hereby authorized and directed to execute the notes for the County by manual or facsimile signature and the County Treasurer shall cause the County seal or a facsimile thereof to be impressed or imprinted on the notes. Unless the County Treasurer shall specify otherwise in writing, fully registered notes shall be authenticated by the manual signature of the note registrar and paying agent. After the notes have been executed and

authenticated, if applicable, for delivery to the original purchaser thereof, the County Treasurer shall deliver the notes to the purchaser or purchasers thereof upon receipt of the purchase price. Additional notes bearing the manual or facsimile signature of the County Treasurer and upon which the seal of the County or a facsimile thereof is impressed or imprinted may be delivered to the note registrar and paying agent for authentication, if applicable, and delivery in connection with the exchange or transfer of fully registered notes. The note registrar and paying agent shall indicate on each note that it authenticates the date of its authentication. The notes shall be delivered with the approving legal opinion of Dickinson Wright PLLC, attorneys of Detroit, Michigan.

Exchange and Transfer of Fully Registered Notes

14. Any fully registered note, upon surrender thereof to the note registrar and paying agent with a written instrument of transfer satisfactory to the note registrar and paying agent duly executed by the registered owner or his or her duly authorized attorney, at the option of the registered owner thereof, may be exchanged for notes of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered note.

Each note shall be transferable only upon the books of the County, which shall be kept for that purpose by the note registrar and paying agent, upon surrender of such note together with a written instrument of transfer satisfactory to the note registrar and paying agent duly executed by the registered owner or his or her duly authorized attorney.

Upon the exchange or transfer of any note, the note registrar and paying agent on behalf of the County shall cancel the surrendered note and shall authenticate, if applicable, and deliver to the transferee a new note or notes of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered note. If, at the time the note registrar and paying agent authenticates, if applicable, and delivers a new

note pursuant to this section, payment of interest on the notes is in default, the note registrar and paying agent shall endorse upon the new note the following: "Payment of interest on this note is in default. The last date to which interest has been paid is [place date]."

The County and the note registrar and paying agent may deem and treat the person in whose name any note shall be registered upon the books of the County as the absolute owner of such note, whether such note shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such note and for all other purposes, and all payments made to any such registered owner, or upon his or her order, in accordance with the provisions of Section 3 hereof shall be valid and effectual to satisfy and discharge the liability upon such note to the extent of the sum or sums so paid, and neither the County nor the note registrar and paying agent shall be affected by any notice to the contrary. The County agrees to indemnify and save the note registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

For every exchange or transfer of notes, the County or the note registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The note registrar and paying agent shall not be required to transfer or exchange notes or portions of notes that have been selected for redemption.

Book Entry System

15. At the option of the County Treasurer and notwithstanding any provisions of this resolution to the contrary, the County Treasurer is hereby authorized to enter into an agreement

with a custodian or trustee for the purpose of establishing a "book entry" system for registration of notes to be fully registered. Pursuant to the provisions of such agreement, the notes may be registered in the name of the custodian or trustee for the benefit of other persons or entities. Such agreement shall provide for the keeping of accurate records and prompt transfer of funds by the custodian or trustee on behalf of such persons or entities. The agreement may provide for the issuance by the custodian or trustee of certificates evidencing beneficial ownership of the notes by such persons or entities. For the purpose of payment of the principal of and interest on the notes, the County may deem payment of such principal and interest, whether overdue or not, to the custodian or trustee as payment to the absolute owner of such note. Pursuant to provisions of such agreement, the book entry system for the notes may be used for registration of all or a portion of the notes and such system may be discontinued at any time by the County. The note registrar and paying agent for the notes may act as custodian or trustee for such purposes.

Issuance Expenses

16. Expenses incurred in connection with the issuance of the notes, including without limitation any premiums for any insurance obtained for the notes, note rating agency fees, travel and printing expenses, fees for agreements for lines of credit, letters of credit, commitments to purchase the notes, remarketing agreements, reimbursement agreements, purchase or sales agreements or commitments, or agreements to provide security to assure timely payment of the notes, fees for the setting of interest rates on the notes and bond counsel, financial advisor, paying agent and registrar fees, all of which are hereby authorized, shall be paid by the County Treasurer from County property tax administration fees on the delinquent taxes, from any other moneys in the Fund not pledged to the repayment of notes and general funds of the County that are hereby authorized to be expended for that purpose.

Replacement of Notes

17. Upon receipt by the County Treasurer of satisfactory evidence that any outstanding note has been mutilated, destroyed, lost or stolen, and of security or indemnity

complying with applicable law and satisfactory to the County Treasurer, the County Treasurer may execute or authorize the imprinting of the County Treasurer's facsimile signature thereon and thereupon, and if applicable, a note registrar or paying agent shall authenticate and the County shall deliver a new note of like tenor as the note mutilated, destroyed, lost or stolen. Such new note shall be issued and delivered in exchange and substitution for, and upon surrender and cancellation of, the mutilated note or in lieu of and in substitution for the note so destroyed, lost or stolen in compliance with applicable law. For the replacement of authenticated notes, the note registrar and paying agent shall, for each new note authenticated and delivered as provided above, require the payment of expenses, including counsel fees, which may be incurred by the note registrar and paying agent and the County in the premises. Any note issued under the provisions of this Section in lieu of any note alleged to be destroyed, lost or stolen shall be on an equal basis with the note in substitution for which such note was issued.

Chargebacks

18. For any principal payment date of the notes on or after January 1, 2013, the delinquent taxes on property foreclosed and sold pursuant to the provisions of Act 206 and against which the County has borrowed shall, if necessary to ensure full and timely payment of principal of and interest on the notes when due, be charged back to the taxing jurisdictions in such manner as determined by the County Treasurer. The proceeds of such chargebacks shall be deposited in the 2010 Collection Account as security for payment of the notes as described in Section 8 hereof. The provisions of this section shall not limit the authority of the County Treasurer under the laws of the State of Michigan to charge back delinquent taxes under other circumstances or at other times.

Purchase of Notes by County

19. All or any portion of the notes may be purchased or otherwise acquired by the County if the County Treasurer by order deems such purchase or acquisition to be in the best interest of the County. In such case, the County Treasurer is authorized to take such actions to

effectuate the purchase or acquisition, including without limitation entering into an agreement to purchase or repurchase the notes. The purchase or other acquisition of notes by or on behalf of the County does not cancel, extinguish or otherwise affect the notes and the notes shall be treated as outstanding notes for all purposes of this resolution until paid in full.

Issuance of Refunding Notes

20. The County shall refund all or part of the notes authorized hereunder and/or notes previously issued by the County to continue the Fund for prior tax years if and as authorized by order of the County Treasurer through the issuance of refunding notes (the "Refunding Notes") in an amount to be determined by order of the County Treasurer. Proceeds of the Refunding Notes may be used to redeem such notes and to pay issuance expenses of the Refunding Notes as authorized and described in Section 16 hereof. The County Treasurer shall have all the authority with respect to the Refunding Notes as is granted to the County Treasurer with respect to the notes by the other Sections hereof, including the authority to select a note registrar and paying agent, to apply to the Michigan Department of Treasury for approval to issue the Refunding Notes, if necessary, to cause the preparation of an official statement and to do all other things necessary to sell, execute and deliver the Refunding Notes. The Refunding Notes shall contain the provisions, shall be payable as to principal and interest and shall be secured as set forth herein and as further ordered by the County Treasurer. The Refunding Notes may be sold as a separate issue or may be combined in a single issue with other obligations of the County issued pursuant to the provisions of Act 206 as shall be determined by the County Treasurer. The County Treasurer is authorized to prescribe the form of Refunding Note and the form of notice of sale, if any, for the sale of Refunding Notes.

Form of Notes

21. The notes shall be in the form approved by the County Treasurer, which approval shall be evidenced by the County Treasurer's execution thereof.

After discussion, the vote was:

YEAS: _____

NAYS: _____

ABSENT: _____

A sufficient majority having voted therefor, the Resolution to Borrow Against Anticipated Delinquent 2009 Real Property Taxes was adopted.

STATE OF MICHIGAN)
)ss
COUNTY OF LIVINGSTON)

I, the undersigned, the duly qualified and acting Clerk of the County of Livingston, State of Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken at a regular meeting of the Board of Commissioners of said County, held on the ____ day of _____, 2010, insofar as the same relate to the Resolution to Borrow Against Anticipated Delinquent 2009 Real Property Taxes, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

Clerk, County of Livingston

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION TO AUTHORIZE FOURTH AMENDMENT TO COUNTY OF LIVINGSTON RETIREE HEALTH SAVINGS PROGRAM - County Administration / Finance Committee

WHEREAS, Livingston County Board of Commissioners adopted Resolution #1203-450 that established the Livingston County Retiree Health Savings Program with an effective date of January 1, 2004, for eligible employees hired after March 17, 2003, and an effective date of November 18, 2003, for eligible employees choosing the Special Window “opt-out”; and

WHEREAS, Livingston County Board of Commissioners adopted Resolution #2007-10-271 to amend the Livingston County Retiree Health Savings Program as required by the IRS to eliminate elective features; and

WHEREAS, the County of Livingston Retirement Health Savings Program was amended a second time under Resolution #2008-12-374 pursuant to the collective bargaining agreement between Livingston County Courts and the Michigan Association of Public Employees which provides that effective January 1, 2009 Court employees may participate in the County of Livingston Retirement Health Savings Program; and

WHEREAS, Livingston County Board of Commissioners adopted Resolution #2009-10-317 that provides that all employees hired on or after November 1, 2009 shall no longer be eligible to participate Retiree Health Savings Program; and

WHEREAS, in reviewing Resolution #2009-10-317, pension and benefits counsel noted an error in the Third Amendment to the County of Livingston Retiree Health Savings Program and that error is corrected herein; and

WHEREAS, this program document must be amended a fourth time to clarify judges’ eligibility for the benefit.

THEREFORE BE IT RESOLVED that subject to review by pension and benefits counsel, the Livingston County Board of Commissioners hereby amends the program as previously adopted:

**COUNTY OF LIVINGSTON
RETIREE HEALTH SAVINGS PROGRAM**

PROGRAM GUIDELINES

SECTION 1

PURPOSE

The purpose of the Program is to assist employees with saving for their future health care costs in retirement. The Livingston County Board of Commissioners hereby reserves and retains, solely and exclusively, all rights to interpret and operate the Program. Furthermore, the County Board reserves the right to add to, delete from, modify and/or change the Program in any way it deems appropriate, including termination of any and all provisions of the Program. The Board Chair is authorized to sign any agreement in order to effectuate this resolution.

SECTION II

DEFINITIONS

For the purposes of this Program, the following words shall have the meanings respectively ascribed to them by this section;

1. *COUNTY or EMPLOYER* means the County of Livingston.
2. *COLLECTIVE BARGAINING ASSOCIATIONS* means those associations which have negotiated to participate in this Program, either specifically or by a “me too” provision.
3. *EMPLOYER CONTRIBUTIONS* means the payment made to the Participant’s Plan Account by the County up to the maximum amount allowed under the Program.
4. *EMPLOYEE* means any of the following:
 - (a) a non-union person employed by the County after March 17, 2003 and hired before November 1, 2009;
 - (b) a non-union person employed by the County before March 17, 2003 who has not met the age and service requirements for a normal or reduced pension under the Municipal Employees’ Retirement System of Michigan as of February 28, 2010;
 - (c) a non-union person employed by the County on or before March 17, 2003, who is otherwise eligible to participate in the Retiree Health Care Plan, and (1) voluntarily elects to irrevocably cease participation in the Retiree Health Care Plan, and (2) elects to participate in this Program upon being offered that opportunity by the County;
 - (d) a person who is an elected official or judge of the County elected or appointed after March 17, 2003 and before November 1, 2009;

- (e) a person who is an elected official or judge of the County elected or appointed on or before March 17, 2003, who is otherwise eligible to participate in the Retiree Health Care Plan, and (1) voluntarily elects to irrevocably cease participation in the Retiree Health Care Plan, and (2) elects to participate in this Program upon being offered that opportunity by the County; or
 - (f) A person employed by the County who is a member of a Collective Bargaining Association which has agreed to participate in this Program subject to the participation provisions of the collective bargaining agreement and this Program.
5. *PARTICIPANT CONTRIBUTIONS* means the voluntary payment made to the Participant's Plan Account by the Employee. Participant contributions shall cease as of December 31, 2007.
 6. *PARTICIPANT* means an Employee who is a member of a retirement plan of the County or of the State of Michigan Judges Retirement System, is eligible for County provided health insurance while actively employed by the County and is also enrolled in the Program. No person shall be considered a Participant of the Program who is compensated for services to the County on a fee or independent contractual basis. In all cases of doubt, the Personnel Director shall decide who is a Participant within the meaning of this Program provided such decision is consistent with any applicable collective bargaining agreements or established County Policy.
 7. *COUNTY POLICY* means those personnel and other policies as adopted by the Board of Commissioners and as contained in the employee manual or other appropriate written documents.
 8. *PLAN ACCOUNT* means the account into which Participant Contributions and/or Employer Contributions under this Program are credited. Such Plan Account may be the Employee's 457 Plan or such other County plan which may be established by the County for purposes of this Program.
 9. *PROGRAM* means the Retiree Health Savings Program of the County as described herein and any subsequent changes.
 10. *PROGRAM YEAR* means the period commencing on January 1 and ending on December 31 of each year.
 11. *RETIREMENT PLAN* means those retirement systems (collectively and individually) provided by the County of Livingston for its eligible employees and shall include any retirement program adopted by the County of Livingston and administered by the Michigan Municipal Employees Retirement System as provided by Act 135, the Public Acts of 1945, as amended. Notwithstanding the foregoing, "Retirement Plan" also includes the State of Michigan Judges Retirement System.
 12. *RETIREE HEALTH CARE PLAN* means the County of Livingston Retiree Health Care Plan as adopted by the County Board of Commissioners on June 2, 2003 and as amended in which participation has been granted to certain non-union employees hired on or before March 17, 2003 who have met the age and service requirements for a normal or reduced pension under the Municipal Employees' Retirement System of Michigan as of February 28, 2010, elected officials first elected on or before March 17, 2003, and certain union employees represented

by Collective Bargaining Associations that have negotiated agreements granting participation in the plan (see the Retiree Health Care Plan document for details).

SECTION III

ELIGIBILITY

In order to be eligible to participate in this Program during any Program Year, an individual must meet all of the following:

1. be a current permanent Employee of the County; and
2. be eligible, under County Policy or an applicable collective bargaining agreement, to participate in a County's Retirement Plan; and
3. be eligible, under County Policy or an applicable collective bargaining agreement, to receive the County's health care insurance as an active employee; and
4. have filed a written election with the County to participate in this Program and be enrolled in a Plan Account; and
5. not be eligible for participation in the Retiree Health Care Plan.

SECTION IV

ENROLLMENT IN PROGRAM

Subject to all applicable provisions of this Program, the County shall give each eligible Employee initial notice of his or her opportunity to enroll in the Program at the time he/she completes the necessary paperwork for new hires. Additionally, each eligible Employee shall have an opportunity to enroll in the Program each year during the month of December for the next upcoming year. Once enrolled, the Participant will be expected to continue their participation until such a time as the participant notifies the payroll department in writing that they wish to withdraw from the Program. Depending upon the alternative funding plan chosen, however, participation once begun may require continuation in the program for as long as the Participant is employed by the County. Employees participating in the Retiree Health Care Plan shall only have the opportunity to enroll during special "opt-out" windows at the discretion of the County.

SECTION V

TERMINATION OF PARTICIPATION

Participation in the Program shall terminate in accordance with the Program Guidelines and/or applicable collective bargaining agreement, on the earliest of:

1. termination of the Program;
2. voluntary or involuntary separation of employment;

3. termination of an Employee's eligibility to participate in the County's Retirement Plan;
4. termination of an Employee's eligibility to participate in the County's regular health insurance plan as an active employee.

SECTION VI

PARTICIPANT CONTRIBUTION(S) (PLEASE NOTE: ALL PARTICIPANT CONTRIBUTIONS SHALL CEASE AS OF DECEMBER 31, 2007)

The Participant Contributions will be made by payroll deduction and deposited into the Participant's Plan Account. The Participant will authorize the amount to be deducted on a per pay period basis from their paycheck. It is expressly understood that the Participant Contributions and matching Employer Contributions will be subject to the applicable deferral limitations for the Plan Account in accordance with the Internal Revenue Code. Participant Contributions shall cease as of December 31, 2007.

SECTION VII

EMPLOYER'S CONTRIBUTION(S)

The amount of the Employer Contribution will be calculated based on the Participant's years of service. The Employer will contribute the Employer Contribution amount to the Participant's Plan Account with the first pay after last pay of each quarter. The Employer's Contribution shall not be included as compensation or earnings when computing the Participant's retirement benefits. In addition, any deductions required from the Employer Contributions by state or federal rule, regulation or law shall be subtracted from the total contribution made by the Employer on behalf of the Participant.

The Employer Contribution shall be subject to the following maximum limitation in each calendar year of participation:

For Non-Union Employees:

YEARS OF SERVICE	AMOUNT
First five (5) years of service with the County	Up to \$520.00 per year (pro-rated)
Beginning with sixth (6 th) year of service with the County until termination of Participation	Up to \$1560.00 per year (pro-rated)
Adjusted annually consistent with the non-union salary schedule adjustment, beginning in 2005.	
The County contribution shall be distributed over a twelve (12) month period (four equal payments).	

For Court Bargaining Unit Employees – County Contributions to be Effective January 1, 2009:

YEARS OF SERVICE	AMOUNT
First five (5) years of service with the County	Up to \$350.00 per year (pro-rated)
Beginning with sixth (6 th) year of service with the County until termination of Participation	Up to \$1000.00 per year (pro-rated)
Adjusted annually consistent with the Court bargaining unit salary schedule adjustment, beginning in 2010.	
The County contribution shall be distributed over a twelve (12) month period (four equal payments).	

Years of service for purposes of this section must be actual service rendered with the County as an eligible employee or elected official. Purchased service or other service recognized for retirement under the Reciprocal Retirement Act (P.A. 88 of 1961, as amended (MCL 38.1102 et. seq.)) shall not be included.

In the event a Participant terminates Participation in the Program prior to the end of a calendar year, the Employer Contribution, up to the maximum allowed for the Participant's years of service, will be appropriately adjusted (1/12 of an allowed match for each full month of service in that calendar year) and paid to the Participant's Plan Account with the last paycheck.

SECTION VIII

SPECIAL WINDOW "OPT-OUT"

Employees beginning service on or before March 17, 2003, who are participants in the Retiree Health Care Plan, will be given a special one-time window of opportunity to voluntarily "opt-out" of the Retiree Health Care Plan and elect Participation in this Program. The decision to opt out of the Retiree Health Care Plan shall be made in writing upon such form or forms as the County may require and once made is IRREVOCABLE. In consideration for such a non revocable decision to "opt-out" of the Retiree Health Care Plan, the County will make an Employer Contribution in an amount equal to the maximum amounts provided under the Program for each of the eligible years of County service the employee has served. Any elected Official whose date of continuous employment is different than the date of participation in the MERS pension plan, the earlier date shall be the basis of the calculations for the buyout. Said Employer Contribution will be payable to the Participant's Plan Account. There will be no required Participant Contribution into the Participant's Plan Account to match the Employer's special "opt-out" contribution. Continued Participation in the Program, however, will require Participant Contributions to receive future Employer Contributions. Future Employer Contributions would be based upon all years of actual service with the County in accordance with the provisions of Section VII. By way of illustration only, the following examples are offered:

EMPLOYEE A - Hired on March 2, 1998, Employee A would receive **\$3,900*** in the last pay period in December of 2003 if that employee chooses the irrevocable option to “opt-out” of the County of Livingston Retiree Health Care Plan to participate in this Program.

SERVICE REQUIREMENT	FORMULA	AMOUNT
First five (5) years of service	\$520 per year x 5	\$2,600.00
Ten (10) months of 6 th year of service (March through to December 2003)	\$130 per month x 10	\$1,300.00
EMPLOYER CONTRIBUTION TOTAL:		\$3,900.00

EMPLOYEE B - Hired in September 24, 1979, Employee B would receive **\$32,630*** in the last pay period in December of 2003 if that employee chooses the irrevocable option to “opt-out” of the County of Livingston Retiree Health Care Plan to participate in this Program.

SERVICE REQUIREMENT	FORMULA	AMOUNT
First five (5) years of service	\$520 per year x 5	\$2,600.00
Next nineteen (19) years of service	\$1,560 per year x 19	\$29,640.00
Three (3) months of 25 th year of service	\$130 per month x 3	\$390.00
EMPLOYER CONTRIBUTION TOTAL:.....		\$32,630.00

*Any Employer Contribution that exceeds the dollar amount allowed for deferment into the Participant’ Plan Account on a yearly basis: 1. may be paid - out into the Participant’s Plan Account over a maximum of three years; or, 2. may be taken as a lump-sum payment which will be considered taxable income; or, 3. a combination of payments to the Plan Account and lump-sum payment; or, 4. defer receipt of lump sum pay-off until new program (401a or Retirement Health Savings Plan) is established. For those employees who opt to either take the Employer Contributions over a two to three year period, and/or those who decide to defer the Employer Contributions until a new program is established, the deferred amount(s) shall be enhanced by the annual interest rate equivalent earned on the investment of surplus County funds. The Employer’s Contribution, nevertheless, shall not be included as compensation or earnings when computing the Participant’s retirement benefits. As always, any deductions required from the Employer’s Contributions by state or federal rule, regulation or law shall be

subtracted from the total contribution made by the Employer on behalf of the Participant.

SECTION IX

INTERNAL COUNTY TRANSFERS

The transfer of an Employee from another employee group into an employee group that participates in this Program will require a review by the Personnel Department of the Employee's eligibility both to participate in this Program and for a possible "opt-out" of the Retiree Health Care Plan, if the Employee was covered under that plan while with the former employee group. The following are provided for illustrative purposes only:

1. Employee A transfers from an employee group that has not already agreed to participate in this Program and does not participate in the County of Livingston Retiree Health Care Plan. In that case, if Employee A is otherwise qualified for this Program, the employee could begin participation at the Employer's Contribution maximum level allowed for his length of County service. There would be no "opt-out" available for Employee A.
2. Employee B transfers from an employee group that has not already agreed to participate in this Program, but does participate in the Retiree Health Care Plan. Employee B would be offered an initial opportunity to voluntarily "opt-out" of the Retiree Health Care Plan. If Employee B elects to make an irrevocable decision to "opt-out" of the Retiree Health Care Plan, the County will make an appropriate Employer Contribution to the Participant's Plan Account in accordance with Section VIII. Continued participation in this Program after the date of transfer is subject to all provisions herein.

In those circumstances where the opportunity to "opt-out" of the Retiree Health Care Plan is appropriate, the Personnel Department will prepare and provide the necessary form or forms to the transferring employee for his/her consideration and election.

SECTION X

AMENDMENT - TERMINATION OF PROGRAM

The County Board of Commissioners reserves the right to amend or terminate the Program in any manner deemed appropriate by the Board in its sole discretion so long as such amendment or termination is not inconsistent with any applicable collective bargaining agreement. Notwithstanding, such amendment or termination, Participant shall be fully vested in any Employer Contribution paid by the County on a Participant's behalf in accordance with this Program prior to such amendment or termination.

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MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION TO APPROVE THE FOURTH AMENDMENT TO THE LIVINGSTON COUNTY RETIREE HEALTH CARE PLAN - Benefits / Personnel Committee / Finance

The County of Livingston shall adopt the following resolution in accordance with the authority of the Public Employee Health Care Fund Investment Act Public Act 149 of 1999, as amended:

**COUNTY OF LIVINGSTON
RETIREE HEALTH CARE PLAN**

GENERAL PROVISIONS

1:100. Purpose.

The purpose of the Plan is to provide health insurance benefits or such other benefits approved by the County Board of Commissioners (which include hospitalization, medical and dental) or approved by Collective Bargaining Agreements for the welfare of the Retirees who are eligible to receive a retirement benefit from the County of Livingston and the Spouses of such Retirees. Health care benefits under the Plan are provided for by the County pursuant to a health insurance plan(s) administered by a third party administrator as designated by the County Board of Commissioners and/or a self-funded health insurance plan. The County Board of Commissioners reserves the right to enter into substitute contracts with commercial insurance carriers or with health maintenance organizations or preferred provider organizations in order to provide benefits under the Plan.

The Plan is created under the authority of the Public Employee Health Care Fund Investment Act, Public Act 149 of 1999, for the exclusive purpose of accumulating and investing funds to provide benefits through policies issued by duly licensed commercial insurance companies, through a fund of self-insurance, or through any other lawful means of providing group health insurance as determined by County Board of Commissioners decisions and in accordance with any and all applicable Collective Bargaining Agreements between the County and applicable Collective Bargaining Associations for collectively bargained employees and Personnel Policies for the non-union employees, for the benefit of the County of Livingston Retirees and beneficiaries who are eligible to participate in accordance with the Plan. The County intends the benefits to be provided by the establishment and maintenance of a Fund in conformance with all applicable federal statutes and regulations, state and local law.

The County reserves the right to enter into insurance agreements, and to modify, alter or amend such agreements from time to time, with commercial insurance carriers, health maintenance organizations, preferred provider organizations or any other qualified entity currently existing or created for the purpose of providing benefits under the Plan. The Board Chair is authorized to sign any agreement consistent with the Resolution.

1:101. Short Title.

This Plan may be known and cited as the County of Livingston Retiree Health Care Plan ("Plan").

1:102. Interpretation and law; Construction.

The Plan is established in accordance with the Public Employee Health Care Fund Investment Act, Public Act 149 of 1999, as may be amended, and shall be administered consistent with applicable federal and Michigan law. If any provisions of the Plan shall be, for any reason, invalid or unenforceable, the remaining provisions nevertheless shall be carried into effect.

Neither the establishment of the Plan nor any modification thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any person covered under the Plan or other person any legal or equitable right against the County, its elected or appointed officials or employees, the Trustees or any individual Trustee, nor any title or interest in any assets of the County, its elected or appointed officials or employees, or any Trustee except as may otherwise be provided in this Plan.

Neither the County nor the Trustees shall be responsible for the validity of any Insurance Agreement issued in connection with the Plan or for the failure on the part of the Insurer to make payments provided by such Insurance Agreement, or for the action of any person which may delay payment or render an Insurance Agreement null and void or unenforceable in whole or in part.

1:103. Collective Bargaining Agreements.

The benefit provisions of this Plan are subject to relevant provisions of applicable Collective Bargaining Agreements between the County and the various uniformed and non-uniformed Collective Bargaining Associations of the County. The provisions of a Collective Bargaining Agreement relative to retiree health care benefits are controlling in the event of a conflict between the terms of the Collective Bargaining Agreement and the Plan.

Nothing contained in this Chapter shall be deemed to modify or limit in any way the rights that the parties to the Collective Bargaining Agreement may have, any supplements or memoranda thereto, or any arbitrator's award to enforce the terms of the Plan, inclusive of the collection of any amounts due to the Fund and the right of the parties to sue for same.

1:104. Personnel Policies.

The benefit provisions of this Plan are subject to relevant provisions of the County of Livingston Personnel Policies for Non-Union Employees and, if applicable, elected officials and judges of the County. The provisions of the Personnel Policies for Non-Union Employees

relative to retiree health care benefits are controlling in the event of a conflict between the terms of the Personnel Policies and the Plan.

1:105. Definitions.

For the purposes of this chapter, the following words shall have the meanings respectively ascribed to them by this section;

- (1) *Base Plan* means the same health care benefits as provided to active employees at the time of coverage. Accordingly, a change in health care benefits for active employees means a change in the Base Plan benefits to Retirees. Upon the retiree or spouse's attainment of Medicare eligibility, the Base Plan shall be a Medicare supplemental plan.
- (2) *County* means the County of Livingston.
- (3) *Code* means the Internal Revenue Code of 1986, as amended. Reference to any section or subsection of the Code includes reference to any comparable or succeeding provision of any legislation which amends or replaces such section or subsection.
- (4) *Collective Bargaining Agreements* means any written agreement, supplemental agreement, memorandum of understanding, final arbitrator's decision, judicial decision or decision of any public board or agency, by and between applicable Collective Bargaining Associations and the County, and any amendments, continuations, or renewals, which require the County or any other entity to make payments into group health and life insurance programs for employees of the County of Livingston.
- (5) *Collective Bargaining Associations* means those associations which have negotiated to participate in this Plan.
- (6) *Contributions* means the payment required to be made to the Fund by the County under the terms of the Plan for the purpose of providing group health insurance for Retirees and beneficiaries covered by the Plan.
- (7) *Effective Date* means the date of the adoption of this Plan by resolution of the County Board of Commissioners.
- (8) *Employee* means any of the following:
 - (a) A non-union person employed by the County on or before March 17, 2003 who has met the age and service requirements for a normal or reduced pension under the Municipal Employees' Retirement System of Michigan on or before February 28, 2010; or
 - (b) A person who is an elected official or judge of the County elected or appointed on or before March 17, 2003; or
 - (c) A person employed by the County who is a member of a Collective Bargaining Association which has negotiated to participate in this Plan.

- (9) *Fund* means the Declaration of Fund of the County of Livingston Retiree Health Care Plan as provided for in of this Plan.
- (10) *Health Care Benefits* means group health care benefits as currently provided and any other future health care related benefits as may be determined to be part of the Plan pursuant to County Board of Commissioners decisions and/or Collective Bargaining Agreements.(11) *Insurance Agreement* means the health insurance plan(s) and any amendment(s) thereto, including any substitute insurance agreement with a commercial insurance carrier, health maintenance organization, preferred provider organization, or any other qualified entity currently existing or created for the purpose of providing benefits under the Plan. The term "Insurance Agreement" shall include the plural where applicable.
- (12) *Insurance Carrier* means a commercial health insurance carrier, health maintenance organization, preferred provider organization or other qualified entity designated by the County Board of Commissioners to provide benefits under the Plan.
- (13) *Major Life Event Changes* means legal separation, divorce, or death.
- (14) *Participant* means an Employee who: (a) is a member of a retirement plan of the County and whose participation has not terminated under other applicable provisions of the Plan; or (b) is an employee granted health coverage under a separation agreement, settlement or court order. No person shall be considered a Participant of the Plan who is compensated for services to the County on a fee or independent contractual basis. In all cases of doubt, the Plan Administrator shall decide who is a Participant within the meaning of the provisions of this Plan provided such decision is consistent with any applicable Collective Bargaining Agreements or established County policy.
- (15) *Personnel Policies* means those personnel policies as adopted by the Board of Commissioners and as contained in the employee manual or other appropriate written document.
- (16) *Plan* means the Retiree Health Care Plan of the County as described in this document and any subsequent amendments, and any Insurance Agreement(s), Collective Bargaining Agreements, the Personnel Policies adopted by the County Board of Commissioners for Non-Union Employees or other applicable insurance policy documents incorporated by reference into the Plan. A description of the health benefits provided to Retirees and Spouses under this plan is maintained by the Plan Administrator.
- (17) *Plan Administrator* means the County Personnel Director or such person, persons, firm, corporation or insurance company or companies, appointed by the County Board of Commissioners to administer the Plan. The Plan Administrator shall be responsible for the day to day operations of the Plan who shall carry out the directives of the County Board of Commissioners.

- (18) *Plan Year* means the period commencing on January 1 and ending on December 31 of each year.
- (19) *Retiree* means (a) an individual receiving a retirement benefit allowance from a Retirement Plan of the County who retired from employment with the County who upon termination of employment had a minimum of 10 years of service with the County, or (b) according to the terms of the applicable Collective Bargaining Agreement, an individual receiving workers compensation who but for the workers compensation payments would otherwise be receiving a retirement benefit allowance from a Retirement Plan of the County of Livingston, or (c) an individual participating in the 2008 Voluntary Separation Retirement Incentive program who defers receipt of a retirement benefit allowance from a Retirement Plan of the County who retired from employment with the County who upon termination of employment had a minimum of 10 years of service with the County.
- (20) *Retirement Plan* means those retirement systems (collectively and individually) provided by the County of Livingston for its employees and shall include any retirement program adopted by the County of Livingston administered by the Michigan Municipal Employees Retirement System as provided by Act 135, the Public Acts of 1945, as amended.
- (21) *Spouse* means a Participant's or Retiree's spouse by legal marriage at the time of retirement.
- (22) *Trustee(s) or Board* means the Board of Trustees of the Retiree Health Care Plan or a member of the Board of Trustees as provided for in this Plan.

1:105. Notice.

Notice given to all interested parties shall, unless otherwise specified in this Plan, be sufficient if in writing and delivered or sent by prepaid first class mail. Except as otherwise noted, the distribution or delivery of any statements or documents required under the Plan shall be sufficient if delivered in person or prepaid first class mail.

1:106. Reporting and Disclosure.

The County and the Trustees, or their respective designees, shall complete and provide to Participants, Retirees and/or Spouses and to the appropriate government agencies any reports as may be required by the Code, applicable federal, state or local law.

1:107. Amendments.

The provisions of the Plan may be amended at anytime by resolution adopted by the County Board of Commissioners in accordance with applicable law. Amendments to date include, but are not limited to, Resolution 2008-10-309, which amended Resolution 603-180, and Resolution 2008-10-316.

HEALTH CARE PLAN

1:200. Eligibility

In order to be eligible for post-retirement health care benefits during any Plan Year, an individual must:

- (1) meet all of the following:
 - (a) have been a Participant of this Plan; and
 - (b) have been a permanent Employee working a minimum of 30 hours a week with the County; and
 - (c) have been a permanent Employee on the date preceding the effective date of the Retiree's retirement and commencement of pension benefits from the County; and
 - (d) be a Retiree of the County with 10 or more years of actual service with the County; and
 - (e) the Employee has not elected, in writing, to opt out of this Plan and to participate in another plan offered by the County; or
- (2) be a Retiree, who was a Participant of the Plan, receiving duty or non-duty disability benefits from a Retirement Plan of the County; or
- (3) be a Spouse of an individual who meets the eligibility requirements in subsection (1) or (2) above; or
- (4) be the surviving Spouse of a former Participant, who on the date preceding the individual's date of death, was an Employee; provided, the surviving Spouse is eligible for duty death and/or non-duty death benefits payable from a Retirement Plan; or
- (5) be an individual granted health coverage under a settlement agreement between the County and the individual; or
- (6) be an individual granted health coverage under a court order, provided
 - (a) that the individual produces satisfactory documentation at the time of application for benefits, and
 - (b) that the County reserves the right to challenge the validity of the court order and that if such a challenge proves successful that the cost of any benefits provided be reimbursable to the Fund; or

- (7) be a Retiree or Retiree's Spouse who was in receipt of benefits at the time of the Effective Date of this Plan (grandfather provision).

1:201. Commencement of Benefit.

Subject to all applicable provisions of the Plan and/or Insurance Agreement, a Participant shall commence eligibility for benefits from the Plan on the first day he or she satisfies the eligibility requirements of 1:200, provided the Participant has enrolled for coverage on such date.

1:202. Enrollment.

- (1) The County shall give each Participant timely written notice of his or her eligibility and his or her right to enroll for coverage under the Plan. An eligible Participant or Retiree shall have one opportunity to enroll for coverage at any time on or after their date of retirement. In connection with his or her enrollment for coverage, the Participant or Retiree shall furnish all pertinent information requested by the County, Plan Administrator and/or the Insurance Carrier, and the Plan Administrator or the Insurance Carrier may rely upon all such forms and information furnished.
- (2) Spouses shall be eligible for coverage as provided in the Plan and/or Insurance agreement and in **1:200 above**. Spouses shall be enrolled for coverage under the Plan by the Participant or Retiree at the time the Participant or Retiree enrolls for coverage under the Plan or as provided for in subsection 3.
- (3) Participants or Retirees must report Major Life Event Changes to the County within thirty (30) days of the event in order to delete persons from their benefit plans (health insurance). Major Life Event Changes may impact eligibility for benefits. If the failure to report the event within thirty (30) days results in additional benefit costs by the Plan due to non termination of benefits, the Participant or Retiree may be held responsible for such costs.
- (4) Once enrolled, a Participant or Retiree's decision to withdraw from participation in this Plan shall be treated as final and irrevocable and that Participant or Retiree shall not be allowed to re-enroll in the Plan unless the Participant or Retiree withdrew from participation or terminated coverage under the Plan due to the provisions of Section 1:203(6).

1:203. Termination of Benefits.

Except as provided in 1:204, participation in the Plan shall terminate in accordance with the Plan and/or Insurance Agreement or applicable Collective Bargaining Agreement, on the earliest of:

- (1) termination of the Plan;

- (2) non-payment of any required Participant or Retiree contributions;
- (3) death of the individual receiving benefits under the Plan;
- (4) a Participant's or Retiree's election in writing to cease coverage under the Plan or to opt out and elect coverage under another County provided plan;
- (5) in the case of a Spouse, the date the Spouse ceases to be a Spouse as defined in this Plan;
- (6) in the case of a Retiree and/or a surviving Spouse, if that individual either (a) assumes employment elsewhere; (b) has a Spouse who is eligible for employer provided health care coverage; or (c) or has health care coverage available from a prior employer and, that employer in any of the examples above provides health coverage to its employees. In the event the individual should lose such coverage from the other employer for any reason, including voluntary or involuntary separation of employment, upon production of proof of such loss to the County and satisfaction of eligibility elsewhere under the Plan, the County's obligation to provide health coverage under the Plan shall recommence immediately upon the satisfactory production of such proof-of-loss.

1:204. COBRA Continuation Coverage.

Notwithstanding the provisions of 1:203, continuing coverage shall be provided under the Plan to eligible Participants, Retirees and their Spouses in accordance with Internal Revenue Code provisions (currently Section 4980B, and Title XXII of the Public Health Services Act ("COBRA continuation coverage"), as amended).

1:205. Health Care Benefits, General.

Beginning on the Effective Date, the County shall provide Health Care Benefits to each eligible Retiree and, if elected, to his or her Spouse, unless modified by an applicable Collective Bargaining Agreement or resolution of County Board of Commissioners. The benefits provided under the Plan are those set forth in the Plan and/or Insurance Agreement, Collective Bargaining Agreements, Personnel Policies and/or resolutions of County Board of Commissioners. The Insurance Agreement(s), Collective Bargaining Agreements, and Personnel Policies are incorporated herein by this reference. A complete description of benefits provided under the Plan and the Insurance Agreement, inclusive of those set forth in the Collective Bargaining Agreements and Personnel Policies, shall be maintained by the County or the Plan Administrator.

In accordance with the Plan and/or Insurance Agreement with the Insurance Carrier, Retirees and their Spouses will be entitled to the benefits in effect for active employees at the time of coverage, or, ("Base Plan"). These benefits may be provided under the same policy or program in place at the Retiree's retirement or under a different policy or program at the discretion of the County.

1:206. Health Care Benefits, Costs.

The Retiree Health Care Fund will pay the monthly premiums for Base Plan benefits for eligible Participants subject to the following:

- (1) Benefit Group Elected Officials and non-union employees - Effective August 1, 1995, all retirees shall be responsible for the following percentages of the health insurance costs:

Employee Seniority as of February 28, 2010 (MERS Documented)*	Retiree Share of Cost
10 years but less than 15 years	75%
15 years but less than 20 years	65%
20 years but less than 25 years	50%
25 years but less than 30 years	35%
30 years or more	25%

* In those instances where both a husband and wife retire as non-union employees (each with ten or more years of credited MERS service), the cost sharing will be computed by adding the seniority time of the individual with the longer seniority to one-half the seniority time of the other party.

Per Resolution 2008-10-316, Section 1:206 (1) shall be amended as to the benefit provided to employees eligible to participate in the Retiree Health Care Plan who participate in the Voluntary Separation Retirement Incentive Program for the one (1) full year beginning as of the date following the last day of employment.

- (2) Benefit Group Sheriffs, Police Officers Association of Michigan - the cost of retiree medical benefits is paid 100% by the County, unless modified by the applicable Collective Bargaining Agreement.

- (3) Benefit Group Sergeants, Michigan Association of Police - the cost for retiree medical benefits is paid 100% by the County, unless modified by the applicable Collective Bargaining Agreement.

- (4) Benefit Group Lieutenants, Michigan Association of Police - the cost for retiree medical benefits is paid 100% by the County, unless modified by the applicable Collective Bargaining Agreement.

Service or Employee Seniority for purposes of this Section must be actual service rendered with the County. Purchased service or other service recognized for retirement under the Reciprocal Retirement Act (P.A. 88 of 1961, as amended (MCL 38.1102 et. seq.)) shall not be included.

1:207. Prescription Drug Coverage.

(1) Current non-union retirees, and their spouses shall not receive prescription drug coverage under this plan after the current non-union retiree has reached the age of 65.

(2) After age 65 current non-union retirees shall be eligible to receive an annual cash payment. The annual cash payment is a partial reimbursement of the cost of Medicare Part B which Retirees and/or Spouses are required to enroll and are obligated to pay for all applicable costs pursuant to Section 1:210 below. The amount of the annual payment shall be determined by the amount of service credit earned by the non-union employee at the time of retirement and shall be a percentage of five hundred (\$500.00) dollars for single coverage and one thousand (\$1,000.00) dollars for two-person coverage as shown in the following table.

Employee seniority as of February 28, 2010 (MERS documented)	Retiree's share of benefit
10 years but less than 15 years	25%
15 years but less than 20 years	35%
20 years but less than 25 years	50%
25 years but less than 30 years	65%
30 years or more	75%

1:208. Alternative Policies or Programs.

The County, in its discretion, in addition to the Base Plan, may offer alternative policies or benefit structures to Participants, Retirees and Spouses. In the event that the County chooses to offer alternative policies or benefit structures, Participants or Retirees and their Spouses may transfer from one policy or benefit structure to another policy or benefit structure during open enrollment periods. However, any additional cost above the Base Plan shall be borne by the Participant or Retiree or the Participant's or Retiree's Spouse.

1:209. Duplicate Coverage Disallowed

Duplicate coverage will not be provided in the event that there are two or more Participants and/or Retirees who (a) are each independently eligible for health care benefits from the County or the Plan and (b) are each also eligible for health care benefits from the County or the Plan as a Spouse of a Participant or a Retiree. Said parties shall be eligible to participate in only one policy or program so that one party participates in the one policy or program as the principal insured and the other party(ies) participates in the same policy or program as a Spouse of the Participant or Retiree. The Spouse shall suffer no detriment as a result of the disallowance of duplicate coverage.

1:210. Medicare Eligibility.

Upon attaining the age of Medicare eligibility, all eligible Retirees and/or Spouses shall enroll in both Medicare A and B, and are obligated to pay for all applicable costs. Once a Retiree is in receipt of Medicare A and B coverage, this Plan will provide complimentary coverage as provided pursuant to any applicable Collective Bargaining Agreement, Personnel Policies and/or the coverage in effect for active employees.

1:211. Coordination of Benefits

The County intends that the Plan shall provide each Retiree with payment for health care expenses incurred by the Retiree and, if eligible, his or her Spouse, as provided in the Plan and/or Insurance Agreement. The County does not intend that payment under this Plan shall exceed the amount of the expenses incurred. For this reason, the Plan coordinates benefits with other insurance policies according to industry standards and applicable laws.

(1) Reimbursement.

If an expense is paid under the Plan by the Plan Administrator on behalf of a Retiree and/or his or her Spouse, and such expense subsequently is paid from any other source, in whole or in part, the Retiree and/or his or her Spouse, shall remit to the Plan an amount equal to the duplicated benefits. In addition, the Plan Administrator may reimburse any other Plan, person or entity that has paid an expense on behalf of a Retiree or his or her Spouse which expense was payable under this Plan. In such event, the Plan, Plan Administrator and/or the Insurance Carrier shall be relieved of all further responsibility with respect to that expense.

(2) Subrogation.

In the event any payment is made by the Fund under the Plan, the Plan shall be subrogated and shall succeed to the rights of any Retiree and his or her Spouse against any other plan, person or entity for recovery of health care expenses for which such other plan, person or entity legally is liable. All amounts so recovered, by settlement, judgment or otherwise, shall be paid to the Fund. Retirees and their Spouses shall furnish such information, execute and deliver such assignments, documents or other instruments, and take whatever steps are necessary to secure the rights of the Plan. Retirees and their Spouses shall take no action to prejudice the rights and interests of the Plan hereunder.

(3) Effect of Exclusions.

The provisions of this Section shall not be construed to create any independent right to payment of any benefit under this Plan. Any exclusion or limitation contained in the Plan and/or Insurance Agreement shall supersede any provision of this Section regarding coordination of benefits.

1:212 Plan Administration, County Duties.

- (1) The County shall be responsible for the performance of its duties as employer and Plan sponsor under applicable Internal Revenue Code Sections and for complying with the Code's reporting and disclosure requirements.
- (2) The County may delegate all or any part of its Plan administration responsibilities. Any such delegation shall be done in writing. The County may employ one or more professional, clerical or administrative persons to perform those activities which are required in the proper performance of the Plan.
- (3) The County shall furnish the Plan Administrator and/or Insurance Carrier, while this Plan is in effect, any information as may be required, at intervals and in the form prescribed by the Plan Administrator and/or Insurance Carrier, for the enrollment of Retirees and Spouses for coverage under the Plan and for the processing of terminations or other changes in coverage of Retirees and Spouses and also shall furnish to the Plan Administrator and/or Insurance Carrier such other information required for the administration of the Plan.

1:213. Plan Administration, Insurance Carrier Duties.

Each Insurance Carrier shall have the responsibility for interpreting and administering their respective Insurance Agreement and for processing and paying benefit claims thereunder, and shall provide the County with such information as the County may deem necessary to permit the timely filing of all reports required by law. The Insurance Carrier also shall provide a description of the benefits provided under their respective Insurance Agreement directly to the Retirees and Spouses or to the County for distribution to Retirees and Spouses.

1:214. Plan Administration, Plan Administrator Duties.

The Plan Administrator shall have the responsibility establishing such Plan documents and accounts as necessary for the proper performance of the Plan, for interpreting and administering the Plan and for processing and paying benefit claims thereunder. The Plan Administrator shall exercise its authority in a nondiscriminatory manner so that all persons similarly situated shall receive substantially the same treatment. The Plan Administrator shall maintain the appropriate records and accounts necessary in the administration of the Plan and shall provide the Trustees with such information necessary to permit the timely filing of all reports required by applicable laws or regulations governing the Fund.

1:215. Health Care Benefits, Claims Procedures.

A claim for benefits under the Plan must be submitted in writing to the Insurance Carrier in accordance with procedures established by the Plan Administrator or the Plan and/or Insurance Carrier as communicated in writing to Retirees and Spouses. The Plan Administrator

and/or Insurance Carrier shall provide adequate notice to any Participant or Spouse whose claims for benefits under this Plan have been denied, setting forth the specific reasons for such denial, written in a manner calculated to be understood by the party. The Plan Administrator and/or respective Insurance Carrier has responsibility for the resolution of disputes involving payment of benefits under the portion of the Plan assigned to the Plan Administrator or Insurance Agreement with the Insurance Carrier. The Plan Administrator and/or Insurance Carrier shall afford a reasonable opportunity to any Participant or Spouse whose claim for benefits has been denied for a full and fair review of the decision denying the claim.

1:216. Funding.

For the purpose of creating and maintaining the Plan for the payment of benefits payable as provided in this Plan, the County Board of Commissioners shall appropriate an amount sufficient to maintain the Plan subject to the provisions of Section 1:302.

DECLARATION OF RETIREE HEALTH CARE FUND

1:300. Irrevocable Fund, Established.

The Fund established in this Plan is established in accordance with Public Act 149 of 1999, and shall be irrevocable and shall conform to all applicable sections of the Internal Revenue Code, the Collective Bargaining Agreements, the statement of purpose in this Plan, and all statutes, ordinances, rules, regulations, arbitrators' awards and judicial decisions interpreting the foregoing provisions.

The Fund shall consist of County Contributions, all investments made or held under the Fund, and all income therefrom, both received and accrued, and any other property which may be received or held by reason of this Fund. Funds paid by Retirees and Spouses as a result of premium sharing required pursuant to applicable Collective Bargaining Agreements and/or County policy, shall be paid directly to the County and/or the applicable Insurance Carrier and shall not be paid into the Fund

1:301. Use of Fund Assets.

- (1) No part of the net earnings of the Fund may inure to the benefit of any Participant, Retiree or other beneficiary other than by benefit payment; or for services provided to the Trustees in their administration of the Fund. The Fund assets shall not be used for or diverted for purposes other than to provide the benefits contemplated under the Plan for the exclusive benefit of Retirees and their Spouses except any administrative expenses for which the Fund is liable. A portion of net earnings may be used for payment for reasonable and necessary professional services, costs and expenses related to assisting the Trustees and Fund Administrator in the operation of the Fund.
- (2) All income, profits, recoveries, Contributions, forfeitures, securities and properties of any kind at anytime received or held by the Trustees hereunder, shall

become part of the Fund when received, and shall be held for the use and purposes hereof.

1:302. Funding.

- (1) For the purpose of creating and maintaining a fund for the payment of health care benefits payable as provided in this Plan, the County shall be required to pay to the Fund an amount consistent with the actuarial valuations and calculations made by the Actuary for the Fund to result in a pre-funded plan. The County reserves the right to fund these health care benefits on a “pay-as-you-go” basis.
- (2) Subject to the tax provisions of the County ordinances, resolutions and state law, the Trustees may, to the extent matters are not set forth in the Fund, in their discretion decide the manner and means of payments, the procedures to be followed in making the payments, and the forms required to accompany the payments to the Trustees. Upon determination by the Trustees of these matters, the Trustees shall provide written notice to the County and to the Collective Bargaining Associations and require payments by the County to be made pursuant to the rules and regulations of the Fund.
- (3) Time is of the essence in making and processing all payments to the Fund. The parties recognize that the regular and timely payments of Contributions are essential to the operation of the Fund and the providing of benefits under various insurance programs.

1:303. Board of Trustees.

- (1) The Board of Trustees shall serve as the Investment Fiduciary of the Fund and shall consist of four (4) trustees, as follows:
 - (a) The County Administrator of the County of Livingston or his/her designee.
 - (b) The County Treasurer of the County of Livingston or his/her designee.
 - (c) The County Financial Officer of the County of Livingston or his/her designee.
 - (d) One (1) representative of the Board of Commissioners as selected from amongst their members.
- (2) The general administration, management and responsibility for the proper operation of the Fund and for making effective and construing the provisions of the Fund shall be vested in the Board of Trustees established by this Section, consistent with applicable state and federal laws and regulations. A Trustee or

other fiduciary under the Fund shall discharge his or her duties with respect to the Fund solely in the interest of the Participants and Spouses for the exclusive purpose of providing benefits to Participants and Spouses and paying reasonable expenses of administering the Fund. A Trustee shall discharge his or her duties with the care, skill, and caution under the circumstances then prevailing which a prudent person, acting in a like capacity and familiar with those matters, would use in the conduct of an activity of like character and purpose.

1:304. Trustees' Terms of Office.

- (1) The regular terms of office of the Trustees shall be as follows:
 - (a) The term of the County Administrator or his/her designee shall be identical to the County Administrator's term of office.
 - (b) The term of the County Treasurer shall be identical to his/her term of office.
 - (c) The term of the County Financial Officer shall be identical to his/her term of office.
 - (d) The representative of the County Board of Commissioners shall serve at the pleasure of the County Board of Commissioners.
- (2) Each Trustee shall serve until the expiration of his or her term of office or until his or her death, incapacity, resignation or removal.
- (3) A vacancy or vacancies in the office of the Trustees shall not impair the powers of the remaining Trustees to administer the affairs of the Fund, provided there are sufficient Trustees to constitute a quorum,

1:305. Officers and Administration.

- (1) At its meeting in February of each year, the Trustees shall select a chairperson, a vice-chairperson and a secretary from the group of the then existing Trustees and the chairperson, vice-chairperson and secretary shall serve a term of one year or until a new chairperson, vice-chairperson and secretary is elected.
- (2) Consistent with applicable state and federal laws and regulations, the Trustees shall have the power to promulgate rules and regulations for the day-to-day management of the Fund, the investment of monies held by the Fund, to determine all questions regarding the interpretation of the Fund, and such other Fund related subjects as shall be deemed necessary and proper by the Trustees. If any rule or regulation of the Fund or part thereof is found to be in conflict with any Collective Bargaining Agreement, law, statute, judicial decision, arbitration decision or any other competent body or tribunal, such rule or regulation or part

thereof shall be deemed voided and, all other rules and regulations of the Fund shall remain in full force and effect.

- (3) Whenever the signature of a Trustee is required on any document, signature of the chairperson or acting chairperson and secretary or acting secretary shall be required.
- (4) In the event of any suit brought against the Trustees arising out of the acts within the scope and powers and duties of the Trustees, or in the event of any lawsuit brought by the Trustees as authorized by this Plan, the cost of defense or prosecution of such lawsuit shall be charged to the Fund, and shall be paid directly from the Fund, provided such costs are not incurred by reason of bad faith, gross negligence, or breach of a fiduciary obligation to the Fund or to the beneficiaries thereof.
- (5) The Board of Trustees may employ such clerical personnel or administrative personnel to perform whatever administrative activities are required in the proper performance of the Fund. In addition thereto, the Trustees may, if they desire, contract with an administrator to perform such clerical and administrative duties as they may in their sole discretion, determine is reasonably and prudently necessary to carry out the Fund's activities and purposes. Under no circumstances shall said administrator have control or authority with respect to the management of the Fund or its assets. The said administrator shall not be clothed with any type of authority or power which will constitute the administrator as a fiduciary. Said administrator will not have the power or authority to act as an investment counselor or manager and will not be authorized to furnish investment advice.
- (6) The Board of Trustees may utilize County staff for such functions as personnel administration, accounting, banking and purchasing and will comply with all established County control procedures and policies related to these services. The Board will annually reimburse the County for actual costs of these services as determined by a method jointly agreed upon by the Board and the County Board of Commissioners.
- (7) County employees, upon the request of the Board of Trustees, may also be assigned to the Fund for the proper operation of the Fund. Said employees shall be subject to the supervision of the Board. The Board shall have the authority to establish job descriptions and promulgate rules and regulations appropriate for the Fund in addition to those adopted by County Board of Commissioners. The Board will annually reimburse the County for the actual costs of these employees as determined by a method jointly agreed upon by the Board and the County Board of Commissioners.
- (8) The Trustees may employ (an) investment manager(s) to manage the assets of the Fund. Such investment manager(s) must be registered under the Investment Advisor's Act of 1940, as amended, and must meet any applicable state and federal requirements to act as an investment manager. The Trustees may, if they

deem proper in their discretion, or if the circumstances require it, appoint such investment manager, managers, banks or insurance companies as fiduciaries and enter into an agreement with such institutions, naming it a fiduciary and conveying to such fiduciary all or a portion of the assets of the Fund, so that said fiduciary may handle, manage and hold those assets conveyed to it. All assets conveyed to said fiduciary shall be subject to the provision of the agreement or agreements between the Trustees and the fiduciary.

- (9) The Trustees may employ legal counsel with whom they may seek advice, consult, require attendance at meetings and to otherwise represent the Trustees in matters relating to the Plan and Fund.
- (10) The Trustees may authorize the purchase of insurance for the Fund and for the Trustees to cover liability or losses occurring for any reason, including but not limited to, an act or omission (errors or omissions) of a fiduciary, including the Trustees; provided however, that such insurance policy permits recourse by the insured against the fiduciary, including the Trustee or Trustees involved, in case of breach of fiduciary obligation by the fiduciary.
- (11) The Trustees shall appoint an Actuary who shall advise the Trustees on the actuarial operation of the Plan and Fund. The Trustees shall, from time to time, adopt such mortality and other tables of experience and a rate or rates of regular interest as are necessary in the operation of the Fund on an actuarial basis.

1:306. Board Meetings.

- (1) The Trustees shall meet at least once quarterly. The Trustees shall determine the time for the regular meetings of the Trustees and the place or places where such meetings shall be held. The secretary of the Trustees or his or her designee, shall be responsible for giving notice of the time and place of such meetings to the other Trustees.
- (2) Notice and conduct of all meetings of the Trustees, both regular and special, shall be given in accordance with applicable law including the Michigan Open Meetings Act.
- (3) The Board shall adopt its own rules of procedure and shall keep a record of its proceedings. Three (3) Trustees shall constitute a Quorum at any meeting of the Board. Each Trustee shall be entitled to one vote on each question before the Board and at least three (3) concurring votes shall be necessary for a decision of the Board.

1:307. Compensation.

All Trustees shall serve without compensation as members of the Board. Trustees may also be reimbursed by the Fund for reasonable and necessary costs and expenses of the Trustees

in performing their duties as Trustees and related to the operation of the Plan.

1:308. Trustees' Powers and Responsibilities.

The Trustees shall hold all powers that are necessary to carry out the purposes of the Fund and that are generally available to Trustees under the laws of the State of Michigan, except as limited by the Fund and by federal law and regulations. The Trustees shall take no action nor make any determination inconsistent with any qualification or ruling of the Internal Revenue Service, an arbitrator or the courts with respect to the Fund. In the case of amendments to the Internal Revenue Code or changes to regulations of the Internal Revenue Service or the Labor Department, the Trustees are empowered to take all necessary action authorized by this Plan, federal and state law and regulations. In carrying out the purposes of the Fund, the Trustees shall have the following powers and duties:

- (1) The Trustees shall, in order to effectuate the purposes of the Fund, be bound by the terms of the Plan and any applicable Collective Bargaining Agreements between the County Board of Commissioners and the Collective Bargaining Associations, or applicable Personnel Policies adopted by County Board of Commissioners for non-union employment groups.
- (2) The Trustees shall establish a uniform system for the timely transmission of required reports and contributions from the County on behalf of the Participants and/or Spouses to the Fund.
- (3) The Trustees shall maintain, or cause to be maintained, proper books of accounts and records of and for the administration of the Fund, including the minutes of all meetings, make them available for inspection at the permanent office of the Fund during reasonable business hours by the County, by any Collective Bargaining Association, or any Participant or Spouse covered by the Plan and Fund.
- (4) The Trustees shall be authorized to retain such professional, clerical, or administrative personnel as necessary to maintain the proper performance of the Fund.
- (5) The Trustees shall be authorized, pursuant to Public Act 149 of 1999, as amended, to invest the assets of the Fund in accordance with the provisions of Public Act 314 of 1965, as amended and in accordance with the Investment Policy as established by the Investment Fiduciary.

1:309. Fund Liabilities.

- (1) Neither the County, nor any Participant or Spouse or Trustee shall be liable for any debts, liabilities or obligations of the Fund except as provided for in this Plan. Neither the County nor any Participant and/or Spouse shall have any right to the return of any money properly paid into the Fund, except as otherwise specifically provided in this Plan, or to money improperly paid which has already been invested or distributed. Any contribution improperly paid into the Fund by the

County or on behalf of a Participant or Spouse shall be returned by the Trustees upon the request of the County, the Participant or the Spouse or upon discovery by the Trustees that such monies have been improperly paid into the Fund, unless those monies have already been invested or distributed.

- (2) No part of the Fund or any benefits payable by the Trustees shall be subject to alienation, sale, transfer, assignment, pledge or encumbrance charge by any person. No Participant or Spouse shall be entitled to receive any part of the Contributions made by the County or payments required to be made by the Fund, in lieu of such benefits provided under the Plan as determined by the Trustees in accordance with the Fund.

1:310. Termination of the Fund.

- (1) Subject to the limitations of this Plan, the parties hereby contemplate that new employment benefit decisions may be made by the County Board of Commissioners and/or new Collective Bargaining Agreements may be entered into which continue or modify the provisions of the Fund. The Fund shall continue during such period or time as may be necessary to carry out the provisions of any Plan or Collective Bargaining Agreement and the fact that such Collective Bargaining Agreements or employment benefit decisions are not extended shall not by itself terminate the Fund, which shall continue for a period of time sufficient to wind up the affairs of the Fund.
- (2) Provided there are no longer any Retirees or Spouses eligible for benefits from the Fund, the Fund may be terminated at any time by the Trustees so long as the termination is not inconsistent with any then existing ordinance, resolution or Collective Bargaining Agreement. It shall not be necessary for the County Board of Commissioners or the Collective Bargaining Associations to execute such an agreement for the Fund to terminate.
- (3) If the Fund shall terminate, the Trustees shall forthwith notify any Insurance Carrier or Carriers then providing insurance to Retirees and Spouses in the Fund.
- (4) In the event of the termination of the Fund, the remaining funds available after providing for all the outstanding obligations, shall be used in a manner as will, in the opinion of the Trustees, best effectuate the purposes of the Fund, including, but not limited to, the purchase of insurance benefits.

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MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING AGREEMENT WITH THE SMALL BUSINESS AND TECHNOLOGY DEVELOPMENT CENTER TO PROVIDE SUPPORT FOR 2010 COUNTY-WIDE ASSISTANCE - COUNTY ADMINISTRATION - GENERAL GOVERNMENT: 4/5/10 - FINANCE: 4/7/10 - FULL BOARD: 4/13/10

WHEREAS, the promotion and maintenance of a robust and prosperous small business base, is vital to all residents of Livingston County; and

WHEREAS, in order to optimize the effectiveness of an economic development effort, it is critical to recognize the need for a program which focuses on assisting small businesses; and,

WHEREAS, the most cost effective method of providing these important activities is through contracting with agencies outside of County government; and,

WHEREAS, the Small Business and Technology Development Center of Livingston County has developed a proven record of assistance to the small businesses throughout the County; and

WHEREAS, previous funding provided by the Board of Commissioners was \$40,000.00 for 2008, followed by a 7% decrease in funding in 2009 for \$37,200.00, while the 2010 budget process further reduced funding by 10% to \$33,480; and

WHEREAS, funding was approved and is available in the 2010 General Fund budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes a one (1) year contract with the Small Business and Technology Development Center in the amount of \$33,480 for the term of January 1, 2010, through December 31, 2010.

BE IT FURTHER RESOLVED that the Board of Commissioners hereby authorizes the Chairman to sign the Agreement upon preparation of same by civil counsel.

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MOVED:

SECONDED:

CARRIED:

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING AGREEMENT WITH THE ECONOMIC DEVELOPMENT COUNCIL TO PROVIDE SUPPORT FOR 2010 COUNTY-WIDE ASSISTANCE - COUNTY ADMINISTRATION - GENERAL GOVERNMENT: 4/5/10 - FINANCE: 4/7/10 - FULL BOARD: 4/13/10

WHEREAS, the promotion and maintenance of a diversified commercial/industrial base is vital to all residents of Livingston County; and

WHEREAS, in order to optimize the effectiveness of an economic development effort, it is critical to recognize the need for a program which focuses on the larger scale industrial base; and

WHEREAS, the most cost effective method of providing these important activities is through contracting with agencies outside of County government; and

WHEREAS, the Economic Development Council has a demonstrated track record in the ability to establish and maintain a positive and supportive relationship with the existing commercial/industrial base, as well as a history of attracting new larger scale developments; and

WHEREAS, previous funding provided by the Board of Commissioners was \$66,000.00 for 2008, followed by a 7% decrease in funding in 2009 for \$61,380, while the 2010 budget process further reduced funding by 10% to \$55,242; and

WHEREAS, funding was approved and is available in the 2010 General Fund budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes a one (1) year contract with the Economic Development Council in the amount of \$55,242, for the term of January 1, 2010, through December 31, 2010.

BE IT FURTHER RESOLVED that the Board of Commissioners hereby authorizes the Chairman to sign the Agreement upon preparation of same by civil counsel.

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MOVED:

SECONDED:

CARRIED:

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION ASSIGNING A PORTION OF THE COUNTY'S RECOVERY ZONE ECONOMIC BOND ALLOCATION TO THE CITY OF HOWELL - COUNTY ADMINISTRATION / FINANCE COMMITTEE

WHEREAS, the federal government has recently enacted the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("PL 111-5") which allows for the issuance of Recovery Zone Economic Development Bonds to pay the costs of public infrastructure facilities at advantageous net interest costs; and

WHEREAS, pursuant to PL 111-5 the County of Livingston (the "County") has been allocated the sum of \$15,844,000 in Recovery Zone Economic Development Bond capacity; and

WHEREAS, in accordance with PL 111-5 the County may assign a portion of such allocation to other municipal entities located within the County; and

WHEREAS, the City of Howell, Livingston County, Michigan (the "City") by Application has requested the County assign a portion of the County's Recovery Zone Economic Development Bond allocation to the City so that the City may issue bonds to:

- (i) Acquire, construct, furnish and equip parking lot improvements for the City, including paving, reconstruction, related utility improvements and site improvements, together with all related appurtenances and attachments; and,
- (ii) Acquire, construct, furnish and equip street improvements for the City, including road reconstruction, sidewalk, curb, gutter and related utility improvements, together with all related appurtenances and attachments;

(the "Project").

THEREFORE BE IT RESOLVED THAT:

1. The City be and is hereby assigned an amount of not to exceed Six Million One Hundred Thousand Dollars (\$6,100,000) of the County's Recovery Zone Economic Development Bond allocation so that said City may issue such for purposes of paying part of the cost of the Project.
2. All resolutions and parts of resolutions insofar as the same conflict with the provisions of this resolution be and the same hereby are rescinded.

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MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO.

LIVINGSTON COUNTY

DATE:

**RESOLUTION AUTHORIZING A CONTRACT FOR LAWN MOWING SERVICES AND
GROUNDS MAINTENANCE WITH COOPER'S TURF MANAGEMENT L.L.C. -
Building Services / General Government Committee**

WHEREAS, there is a need for lawn mowing services and grounds maintenance for County grounds;
and

WHEREAS, a competitive bid process was performed and the Building Services Department along
with the Purchasing Department reviewed the proposals received and recommend that the
award be made to Cooper's Turf Management L.L.C. who was the lowest responsive,
responsible bidder; and

WHEREAS, Cooper's Turf Management L.L.C will perform lawn mowing services and grounds
maintenance for County grounds for three years with a one year renewal option per the
attached pricing on Exhibit A.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby
authorizes a contract with Cooper's Turf Management L.L.C. located at, P.O. Box 501
Howell, MI 48844 for a three year period with a one year renewal option, for lawn
mowing services and grounds maintenance for County grounds per attached pricing on
Exhibit A.

BE IT FURTHER RESOLVED that the Chairman of the Board of Commissioners is authorized to sign
any and all agreements, renewals or documents as needed for this project upon review of
Civil Counsel.

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MOVED:

SECONDED:

CARRIED:

RESOLUTION

NO.

LIVINGSTON COUNTY

DATE:

**RESOLUTION APPROVING THE FILLING OF A VACANT FULL TIME COUNTY CLERK
CIRCUIT COURT CLERK FROM WITHIN AND FILLING A PART TIME COURT CLERK -
County Clerk / General Government Committee**

WHEREAS, The Livingston County Clerk’s office has a vacant court clerk position because of a transfer; and

WHEREAS, to maintain efficiency and perform the mandated functions of the County Clerk as Clerk to the Circuit Court; and

WHEREAS, funding is available in the County Clerk’s budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby
approves filling the vacant court clerk full time position from within and hiring to fill the
vacant part time court clerk.

CIRCUIT COURT CLERK DIVISION

CURRENT POSITIONS		
POSITION TITLE	FULL -TIME #	PART -TIME #
Legal Div. Super/Chief Dep.	1	
Senior CC Judicial Clerk	1	
Courtroom Clerk	3	
CC Judicial Clerk	4	3
Totals:	9	3

REQUESTED POSITIONS		
POSITION TITLE	FULL -TIME #	PART -TIME #
Legal Div. Super/Chief Dep	1	
Senior CC Judicial Clerk	1	
Courtroom Clerk	3	
CC Judicial Clerk	4	3
Totals:	9	3

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**MOVED:
SECONDED:
CARRIED:**

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY AERONAUTICAL FACILITIES BOARD TO ENTER INTO AN AGREEMENT WITH R.W. ARMSTRONG OF LANSING, MICHIGAN FOR A PARTIAL AIRPORT LAYOUT PLAN (ALP) UPDATE IN PREPARATION FOR THE NEW TERMINAL BUILDING AND RAMP AREA -- Airport / General Government Committee

WHEREAS, the Livingston County Airport is preparing drawings for the design of a new terminal building at this time; and

WHEREAS, a new transient parking ramp area will be constructed adjacent to the new terminal building; and

WHEREAS, R.W. Armstrong of Lansing, Michigan will prepare a partial update of the Airport Layout Plan (ALP) to include the development of these areas; and

WHEREAS, a grant agreement with the Michigan Aeronautics Commission has been approved by the Livingston County Board of Commissioners that includes funding for this ALP update in the amount of \$6,700 with a local share (5%) of \$335.00.

THEREFORE BE IT RESOLVED the Livingston County Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board to enter into an agreement with R.W. Armstrong of Lansing, Michigan to provide a partial ALP update for the Livingston County Airport.

BE IT FURTHER RESOLVED the Chair be authorized to sign the agreement upon review by Civil Counsel.

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MOVED:

SECONDED:

CARRIED:

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING AN ADVANCE OF EMS FUNDS TO 911 CENTRAL DISPATCH FOR THE 2007 AND 2008 HOMELAND SECURITY GRANT TO BEGIN CONSTRUCTION OF THE PUBLIC SAFETY FIBER PROJECT-EMS -Finance Committee

WHEREAS, Livingston County has determined a need for the construction of the Public Safety connection of the fiber project to improve connectivity and the functionality of the 911 Emergency Computer Aided Dispatch System; and

WHEREAS, Livingston County EMS will provide 911 Central Dispatch an immediate advance of \$282,747.49 for the 2007 grant and if necessary an additional \$253,540.45 for 2008 grant and said funds are available through the EMS Fund balance; and

WHEREAS, Livingston County Emergency Management/911 Central Dispatch has applied for the 2007 and 2008 Homeland Security Grant to cover the cost of this project and shall reimburse the EMS Fund upon receipt of the 2007 and 2008 Homeland Security grant funds ; and

WHEREAS, funding for this advance is available through the EMS Fund balance; and

WHEREAS, this Resolution has been recommended for approval by the Finance Committee.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Livingston County Treasures office to immediately transfer \$282,747.49 from the EMS Fund Balance to the 911 Central Dispatch Fund for the 2007 Grant and an additional \$253,540.45, if necessary, for the 2008 Grant for the construction of the Public Safety Fiber project .

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MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

**RESOLUTION AUTHORIZING OUT OF STATE TRAVEL FOR TRAINING FOR ONE
DETECTIVE - Sheriff Department / Public Safety Committee**

WHEREAS, Marc King is a Detective with the Sheriff Department and is currently assigned to the Michigan State Police Internet Crimes Against Children (ICAC) Task Force. Marc King is requesting to attend three weeks of training beginning on April 24, 2010 and ending May 14th; a two week computer training at the International Association of Computer Investigative Specialists (IACIS) Basic Conference in Maitland, Florida, followed by a week of training at the ICAC National Conference in Jacksonville, Florida; and

WHEREAS, the training requires a total of 16 nights lodging at a per room charge, 5 days of parking fees (only at ICAC National Conference) and 18 days of meal stipend; and

WHEREAS, the Sheriff Department has sufficient funds for Detective King to attend these conferences with the knowledge that \$2,580 will reimburse to the County upon completion of the conference.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize Detective Marc King of the Sheriff Department out of state travel to attend the IACIS and ICAC training at a cost of \$2,580 which will be reimbursed to the county from the Michigan State Police upon completion of the conference.

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MOVED:

SECONDED:

CARRIED:

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION APPROVING THE CREATION AND HIRING OF TWO (2) PART TIME OFFICE ASSISTANT POSITIONS WITHIN THE SHERIFF’S DEPARTMENT DUE TO A VACANCY CREATED BY THE TERMINATION OF ONE (1) FULL TIME OFFICE ASSISTANT - Sheriff Department / Public Safety Committee

WHEREAS, The Sheriff’s Department lost one (1) full time Office Assistant effective March 26, 2010; and

WHEREAS, the Sheriff’s Department has determined the need to replace this position in order to maintain an acceptable level of service to the citizens we serve; and

WHEREAS, funding for this position is approved and included in the 2010 operating budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes and approves the hiring of two (2) part time 20 hour per week office assistants within the Livingston County Sheriff’s Department.

SHERIFF ROAD DIVISION

CURRENT POSITIONS		
POSITION TITLE	FULL -TIME #	PART -TIME #
Lieutenants	4	
Sergeants	6	
Deputies	37	
Detectives	6	
Administrative Specialists	2	
Property Room Coordinator	1	
Administrative Aide	1	
Office Assistants	2	2
TOTALS:	59	2

REQUESTED POSITIONS		
POSITION TITLE	FULL -TIME #	PART -TIME #
Lieutenants	4	
Sergeants	6	
Deputies	37	
Detectives	6	
Administrative Specialists	2	
Property Room Coordinator	1	
Administrative Aide	1	
Office Assistants	1	4
TOTALS:	58	4

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MOVED:

SECONDED:

CARRIED:

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION TO APPROVE AN EXPENDITURE FOR AN EXTENDED MAINTENANCE AGREEMENT FOR SHERIFF DIGITAL IN-CAR VIDEO RECORDING EQUIPMENT - Sheriff's Department / Public Safety Committee

WHEREAS, the Sheriff's Department has determined a need to continue the warranties on the thirty (30) digital in-car video recording systems, data storage server and wireless equipment that was purchased in three phases (board resolutions #2007-10-273; #2008-06-173; 2009-05-171); and

WHEREAS, L-3 Communications continued the warranties after they expired (Phase I and Phase II equipment) at no cost to us in a verbal agreement that we would purchase the one year Extended Maintenance Agreement for all of the equipment at one time in the beginning of 2010 budget; and

WHEREAS, the Sheriff's Department will be purchasing the one year Extended Maintenance Agreement (EMA) from L-3 Communications Mobile-Vision for a sum not to exceed \$19,818; and

WHEREAS, the purchase of the EMA will be an annual expense to maintain the equipment for as long as L-3 Communications agrees to cover the equipment; and

WHEREAS, there are sufficient funds within Fund 266- Federal Equitable Sharing (DEA) special revenue fund balance for the purchase.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the purchase of a one year Extended Maintenance Agreement from L-3 Communications for a sum not to exceed \$19,818.00 which will be paid for out of the Federal Equitable Sharing (DEA) special revenue fund.

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**MOVED:
SECONDED:
CARRIED:**

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING LIVINGSTON COUNTY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE HURON-CLINTON METROPARKS POLICE FOR LIVINGSTON COUNTY TO PROVIDE DISPATCH SERVICES FOR OFFICERS ASSIGNED TO KENSINGTON METROPARK – 9-1-1 Central Dispatch / Emergency Management / Public Safety Committee

WHEREAS, the officers of the Huron-Clinton Metroparks Police Department assigned to the Kensington Metropark have historically received dispatch services from the Village of Milford’s Police Department dispatch center; and

WHEREAS, the Village of Milford is closing its dispatch center as a cost-cutting measure; and

WHEREAS, this closure compels the Huron-Clinton Metroparks Chief of Police to seek dispatch services from Livingston County, the next closest dispatch center to Kensington Metropark; and

WHEREAS, the assumption of dispatch services necessitates the parties enter into a written agreement for said services.

THEREFORE, BE IT RESOLVED, following favorable review by civil counsel, the Livingston County Board of Commissioners hereby authorizes the Chair of the Board of Commissioners to sign and enter Livingston County into the aforementioned Intergovernmental Agreement with the Huron-Clinton Metroparks Police Department.

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MOVED:

SECONDED:

CARRIED:

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION APPROVING THE FILLING OF A FULL TIME DEPUTY COURT CLERK POSITION IN THE 53RD DISTRICT COURT DEPARTMENT, AND THE SUBSEQUENT FILLING OF A PART-TIME DEPUTY COURT CLERK POSITION - District Court / Public Safety Committee

WHEREAS, the 53RD District Court has a need to replace a full-time deputy court clerk due to a vacancy; and

WHEREAS, for purposes of continuity, the 53rd District Court would continue to function efficiently if the filling of this position is granted; and

WHEREAS, if this position is granted, it would be filled by a now part-time deputy clerk; thus creating the need to fill a 20 hour per week deputy clerk position; and

WHEREAS, funding for same is available in the 53rd District Court Budget; and,

WHEREAS, this Resolution has been recommended for approval by the Public Safety Committee.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the filling of a full-time deputy court clerk; and the subsequent filling of a part-time deputy court clerk in the 53rd District Court.

Current Positions	
Judges	3
Court Administrator	1
Magistrate	1
Chief Deputy Clerk	1
Chief Probation Officer	1
Chief Account Clerk	1
Account Clerk	1
Law Clerk	1
Court Rec/Jud Secretary	3
Division Leaders	3
Probation Officers	4
Deputy Clerks	13

Requested Positions	
Judges	3
Court Administrator	1
Magistrate	1
Chief Deputy Clerk	1
Chief Probation Officer	1
Chief Account Clerk	1
Account Clerk	1
Law Clerk	1
Court Rec/Judicial Secretary	3
Division Leaders	3
Probation Officers	4
Deputy Clerks	13

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**MOVED:
SECONDED:
CARRIED:**

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING THE HIRING OF PUBLIC FINANCIAL MANAGEMENT TO PROVIDE FINANCIAL EXPERTISE, ANALYSIS AND ASSISTANCE TO THE DEBT MANAGEMENT COMMITTEE FOR FISCAL YEAR 2010 - BOARD OF COMMISSIONERS

WHEREAS, the Debt Management Committee has determined the need for outside expertise; and

WHEREAS, the firm of Public Financial Management has assisted Livingston County on a number of financing issues; and

WHEREAS, Public Financial Management services will include at a minimum the preparation of the cash flow analysis of the Delinquent Tax Roll, the issuance of bonds in order to finance the purchase of the 2009 Delinquent Tax Roll, and to prepare any other reports that the Debt Management Committee may deem necessary; and

WHEREAS, Public Financial Management will also act as the County's Financial Advisor at such time as bonds are issued; and

WHEREAS, the cost of this assistance will be an amount not to exceed \$10,000 plus an additional fee that will be included in the cost of any bonding which may be issued as a result of the recommendation of the Debt Management Committee.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with Public Financial Management for the fiscal year of 2010 to assist the Debt Management Committee for an amount not to exceed \$10,000 plus an additional fee that will be included in the cost of any bonding which may be issued as a result of the recommendation of the Debt Management Committee.

BE IT FURTHER RESOLVED that the Chairman of the Board of Commissioners be authorized to sign any agreements or documents as needed for this project upon review and approval by Civil Counsel.

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MOVED:

SECONDED:

CARRIED: