

# Finance Committee

11/17/2010

304 E. Grand River Ave., Howell, MI

7:30 AM

## AGENDA

1. **CALL MEETING TO ORDER**
  2. **ROLL CALL**
  3. **APPROVAL OF MINUTES**
    - A: Minutes Dated: November 10, 2010
    - B: Closed Session Minutes: November 10, 2010
  4. **TABLED ITEMS FROM PREVIOUS MEETINGS**
  5. **APPROVAL OF AGENDA**
  6. **REPORTS**
  7. **CALL TO THE PUBLIC**
  8. **RESOLUTIONS FOR CONSIDERATION:**
- 
- 09**     **Juvenile Court**  
RESOLUTION AUTHORIZING SUBMISSION OF THE 2010/2011 CHILD CARE FUND BUDGET - 44th Circuit Court, Family Division-Juvenile Unit / Public Safety Committee
- 
- 10**     **Drain Commissioner**  
RESOLUTION AUTHORIZING THE FIRST AMENDMENT TO THE MASTER OPERATING AGREEMENT BETWEEN THE COUNTY OF LIVINGSTON, HARTLAND TOWNSHIP SANITARY DRAIN NO. 1 DRAINAGE DISTRICT, HARTLAND TOWNSHIP SANITARY DRAIN NO. 2 DRAINAGE DISTRICT (AND ITS BRANCHES), AND THE TOWNSHIP OF HARTLAND
- 
- 11**     **Drain Commissioner**  
RESOLUTION AUTHORIZING THE THIRD AMENDMENT TO THE MASTER OPERATING AGREEMENT BETWEEN THE COUNTY OF LIVINGSTON, HARTLAND TOWNSHIP SANITARY DRAIN NO. 1 DRAINAGE DISTRICT, HARTLAND TOWNSHIP SANITARY DRAIN NO. 2 DRAINAGE DISTRICT (AND ITS BRANCHES), AND THE TOWNSHIP OF HARTLAND
- 
- 12**     **Administration**  
RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT WITH PLANTE & MORAN FOR REVIEW OF ACCOUNTING PROCESSES AND RENEWAL OF THE AUDITING SERVICES CONTRACT - ADMINISTRATION

- 
- 13. MISCELLANEOUS CLAIMS**
  - 14. COMPUTER PRINTOUT (attached)**
  - 15. CLOSED SESSION**  
Labor Relations - Court Bargaining
  - 16. ADJOURNMENT**

# MEETING MINUTES

LIVINGSTON COUNTY

NOVEMBER 10, 2010 - 7:30 AM

ADMINISTRATION BUILDING - CONFERENCE ROOM 1  
304 E. Grand River Avenue, Howell, MI 48843

## FINANCE COMMITTEE

<input checked="" type="checkbox"/> COMM. DENNIS DOLAN	<input checked="" type="checkbox"/> COMM. MAGGIE JONES	<input checked="" type="checkbox"/> COMM. DON PARKER
<input checked="" type="checkbox"/> COMM. DAVID DOMAS	<input checked="" type="checkbox"/> COMM. JACK LA BELLE - FINANCE CHAIR	<input checked="" type="checkbox"/> COMM. RON VAN HOUTEN
<input checked="" type="checkbox"/> COMM. CAROL GRIFFITH	<input type="checkbox"/> COMM. JIM MANTEY	<input type="checkbox"/> COMM. STEVE WILLIAMS

OTHERS:

<u>MARK JOHNSON</u>	<u>DAVID MORSE</u>	<u>UNDERSHERIFF MURPHY</u>
<u>MARY ELLEN NYGREN</u>	<u>JIM DUQUET</u>	<u>CANDY ATKINS</u>
<u>CINDY MENDOZA</u>	<u>JUDGE HACKETT GARAGIOLA</u>	<u>DEBBIE WARDEN</u>
<u>JAMIE PALMER</u>	<u>MARGARET DUNLEAVY</u>	
<u>JENNIFER PALMBOS</u>	<u>KEVIN WILKINSON</u>	
<u>DOUG BRITZ</u>	<u>BELINDA PETERS</u>	

1. **CALL TO ORDER:** Meeting called to order by: **COMM. JACK LA BELLE** at 7:30 A.M.
2. **ROLL CALL.**
3. **APPROVAL OF MINUTES:** MINUTES OF MEETING DATED OCTOBER 27, 2010:

MOTION TO APPROVE THE MINUTES, AS PRESENTED.  
MOVED BY: DOLAN / SECONDED BY: VANHOUTEN  
ALL IN FAVOR - MOTION PASSED

4. **TABLED ITEMS FROM PREVIOUS MEETINGS:** None.
5. **APPROVAL OF AGENDA:**

MOTION TO APPROVE THE AGENDA, AS PRESENTED.  
MOVED BY: DOMAS / SECONDED BY: GRIFFITH  
ALL IN FAVOR - MOTION PASSED

6. **REPORTS:** None.

7. **CALL TO THE PUBLIC:** None.

8. **RESOLUTIONS FOR CONSIDERATION**

9. **EMS: RESOLUTION APPROVING AN ON CALL WAGE STRUCTURE FOR LCEMS MOBILE INTENSIVE CARE UNIT PARAMEDICS**

**RECOMMEND MOTION TO THE: BOARD**  
**MOVED BY: VANHOUTEN / SECONDED BY: GRIFFITH**  
**ALL IN FAVOR - MOTION PASSED**

10. **CAR POOL: RESOLUTION AUTHORIZING CAPITAL EXPENDITURE FOR ONE (1) VEHICLE AND BUDGET AMENDMENT**

**RECOMMEND MOTION TO THE: BOARD**  
**MOVED BY: DOLAN / SECONDED BY: DOMAS**  
**ALL IN FAVOR - MOTION PASSED**

11. **AIRPORT: RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY AERONAUTICAL FACILITIES BOARD TO ENTER INTO A GRANT AGREEMENT WITH MDOT TO FUND THE FINAL DESIGN OF THE TERMINAL BUILDING AND THE TERMINAL PARKING LOT**

**RECOMMEND MOTION TO THE: BOARD**  
**MOVED BY: VANHOUTEN / SECONDED BY: DOLAN**  
**ALL IN FAVOR - MOTION PASSED**

12. **AIRPORT: RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY AERONAUTICAL FACILITIES BOARD AND ENTER INTO AN AGREEMENT WITH REYNOLDS, SMITH & HILLS FOR FINAL ARCHITECTURAL DESIGN OF THE TERMINAL BUILDING**

**RECOMMEND MOTION TO THE: BOARD**  
**MOVED BY: PARKER / SECONDED BY: DOLAN**  
**ALL IN FAVOR - MOTION PASSED**

13. **AIRPORT: RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY AERONAUTICAL FACILITIES BOARD TO AMEND THE AGREEMENT WITH R.W. ARMSTRONG TO INCLUDE DESIGN ENGINEERING OF THE TERMINAL PARKING LOT**

RECOMMEND MOTION TO THE: BOARD  
MOVED BY: PARKER / SECONDED BY: DOLAN  
ALL IN FAVOR - MOTION PASSED

14. PROSECUTOR: REQUEST TO FILL VACANT ADMINISTRATIVE AIDE POSITION WITHIN THE PROSECUTORS OFFICE

RECOMMEND MOTION TO THE: BOARD  
MOVED BY: DOMAS / SECONDED BY: VANHOUTEN  
ALL IN FAVOR - MOTION PASSED

15. PROBATE COURT: RESOLUTION TO FILL A VACANT PROBATE COURT RESEARCH ATTORNEY POSITION

RECOMMEND MOTION TO THE: BOARD  
MOVED BY: DOMAS / SECONDED BY: DOLAN  
ALL IN FAVOR - MOTION PASSED

16. DISTRICT COURT: RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF FY 2011 MICHIGAN MENTAL HEALTH COURT GRANT PROGRAM FUNDS (MMHCGP) FOR THE OPERATION OF THE LIVINGSTON COUNTY INTENSIVE TREATMENT COURT PROGRAM

RECOMMEND MOTION TO THE: BOARD  
MOVED BY: DOLAN / SECONDED BY: VANHOUTEN  
ALL IN FAVOR - MOTION PASSED

Chairman Labelle asked for a periodical report.

17. SHERIFF: RESOLUTION AUTHORIZING AN ANNUAL BLANKET APPROVAL OF OUT OF STATE TRAVEL TO OHIO FOR DIVE TEAM TRAINING

RECOMMEND MOTION TO THE: BOARD  
MOVED BY: DOMAS / SECONDED BY: VANHOUTEN  
ALL IN FAVOR - MOTION PASSED

18. MISCELLANEOUS CLAIMS

MOTION TO APPROVE THE MISCELLANEOUS CLAIMS DATED NOVEMBER 10, 2010.  
MOVED BY: VANHOUTEN / SECONDED BY: PARKER  
ALL IN FAVOR - MOTION PASSED

**19. COMPUTER PRINTOUT**

**MOTION TO APPROVE THE COMPUTER PRINTOUT DATED NOVEMBER 2, 2010.**

**MOVED BY: PARKER / SECONDED BY: GRIFFITH**

**ALL IN FAVOR - MOTION PASSED**

**20. CLOSED SESSION: BLUE CROSS / BLUE SHIELD LITIGATION UPDATE**

**MOTION TO RECESS TO CLOSED SESSION AT 7:44 A.M.**

**MOVED BY: PARKER / SECONDED BY: DOLAN**

**ALL IN FAVOR - MOTION PASSED**

**RETURN TO OPEN SESSION AT 8:33 A.M.**

**21. ADJOURNMENT:**

**MOTION TO ADJOURN AT 8:34 A.M.**

**MOVED BY: PARKER / SECONDED BY: GRIFFITH**

**ALL IN FAVOR - MOTION PASSED**

Respectfully Submitted

**DEBBIE WARDEN**  
RECORDING SECRETARY

S:\WP\Minutes of Committee Meetings\Finance Committee\11-10-10 Finance.doc

**RESOLUTION**

**NO:**

**LIVINGSTON COUNTY**

**DATE:**

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**RESOLUTION AUTHORIZING SUBMISSION OF THE 2010/2011 CHILD CARE FUND BUDGET – 44<sup>th</sup> Circuit Court, Family Division - Juvenile Unit / Public Safety Committee**

**WHEREAS,** the Public Safety Committee of the Livingston County Board of Commissioners has reviewed and recommended approval of the submission of the 2010/2011 Child Care Fund Budget; and

**WHEREAS,** the Finance Committee of the Livingston County Board of Commissioners has reviewed and recommended approval of the submission of the 2010/2011 Child Care Fund Budget; and

**WHEREAS,** the proposed budget is in the total amount of \$1,563,702.00 less anticipated revenue of \$115,000.00 for a proposed net expenditure of \$1,448,702.00 to be cost shared with the State of Michigan; and

**WHEREAS,** the State shall also provide up to \$1,000.00 for “Foster Care During Release Appeal Period” which will be the full obligation of the State of Michigan.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approve the 2010/2011 Child Care Fund Budget as outlined.

**BE IT FURTHER RESOLVED** that the Chair of the Livingston County Board of Commissioners is hereby authorized to sign the 2010/2011 Child Care Fund Budget for submission to the State of Michigan for acceptance.

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**MOVED:**

**SECONDED:**

**CARRIED:**

# COUNTY CHILD CARE BUDGET SUMMARY

Michigan Department of Human Services (DHS)

Child and Family Services

County Livingston	Court Contact Person (type and press enter) <input type="text"/> <a href="#">Click Here to Add Someone to the List</a>	Telephone Number <input type="text"/>	E-Mail Address <input type="text"/>
Fiscal Year October 1, 2010 through September 30, 2011	DHS Contact Person (type and press enter) <input type="text"/> <a href="#">Click Here to Add Someone to the List</a>	Telephone Number <input type="text"/>	E-Mail Address <input type="text"/>

**TYPE OF CARE**

**I. CHILD CARE FUND**

- A. Family Foster Care .....
- B. Institutional Care .....
- C. In Home Care .....
- D. Independent Living .....

**ANTICIPATED EXPENDITURES**

	DHS	COURT	COMBINED
A. Family Foster Care .....	\$ 140,000.00	\$ 1,000.00	\$ 141,000.00
B. Institutional Care .....	\$ 130,000.00	\$ 521,328.00	\$ 651,328.00
C. In Home Care .....	\$ 105,000.00	\$ 640,374.00	\$ 745,374.00
D. Independent Living .....	\$ 25,000.00	\$ 0.00	\$ 25,000.00
<b>E. SUBTOTALS</b> .....	\$ 400,000.00	\$ 1,162,702.00	\$ 1,562,702.00
F. Revenue .....	\$ 5,000.00	\$ 110,000.00	\$ 115,000.00
G. Net Expenditure .....	\$ 395,000.00	\$ 1,052,702.00	\$ 1,447,702.00

<b>COST SHARING RATIOS</b>	County 50%/State 50%
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**II. CHILD CARE FUND**

Foster Care During Release Appeal Period

	\$ 1,000.00	\$ 1,000.00
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<b>COST SHARING RATIOS</b>	County 0%/State 100%
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**III. JUVENILE JUSTICE SERVICES FUND**

Basic Grant .....

		\$ 0.00
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<b>COST SHARING RATIOS</b>	County 0%/State 100% \$15,000.00 Maximum
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**IV. TOTAL EXPENDITURE** .....

	\$ 1,448,702.00
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**BUDGET DEVELOPMENT CERTIFICATION**

THE UNDERSIGNED HAVE PARTICIPATED IN DEVELOPING THE PROGRAM BUDGET PRESENTED ABOVE. We certify that the budget submitted above represents an anticipated gross expenditure for the fiscal year: October 1, 2010 through September 30, 2011

Presiding Judge	Date
County Director of DHS Signature	Date
Chairperson, Board of Commissioner's Signature	Date
And/Or County Executive Signature	Date

The Family Independence Agency will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an DHS office in your county.

AUTHORITY: Act 87, Publication of 1978, as amended.  
COMPLETION: Required  
PENALTY: State reimbursement will be withheld from local government.





**2010/2011 IN-HOME CARE COMPONENT**

Copy	Edit	Print/View	County	Service Component	Admin Unit	Type	Total	Entry Date/Time	Userid	Status
<input type="checkbox"/>	<a href="#">Edit</a>	<a href="#">Print/View</a>	Livingston	IN-HOME COUNSELING (11)	Court	In Home Care	\$75,916.00	11/10/2010 16:27:55	Ann-White	Working
<input type="checkbox"/>	<a href="#">Edit</a>	<a href="#">Print/View</a>	Livingston	NON-SCHEDULED PAYMENTS (11)	Court	In Home Care	\$27,269.00	11/10/2010 16:30:22	Ann-White	Working
<input type="checkbox"/>	<a href="#">Edit</a>	<a href="#">Print/View</a>	Livingston	SUBSTANCE ABUSE TREATMENT PROGRAM (11)	Court	In Home Care	\$29,680.00	11/10/2010 16:32:29	Ann-White	Working
<input type="checkbox"/>	<a href="#">Edit</a>	<a href="#">Print/View</a>	Livingston	SEX OFFENDER PROGRAM (11)	Court	In Home Care	\$32,368.00	11/10/2010 16:34:37	Ann-White	Working
<input type="checkbox"/>	<a href="#">Edit</a>	<a href="#">Print/View</a>	Livingston	WRAPAROUND (11)	Court	In Home Care	\$169,225.00	11/10/2010 16:38:20	Ann-White	Working
<input type="checkbox"/>	<a href="#">Edit</a>	<a href="#">Print/View</a>	Livingston	DAY TREATMENT PROGRAM (11)	Court	In Home Care	\$305,916.00	11/8/2010 10:47:26	Ann-White	Working
<input type="checkbox"/>	<a href="#">Edit</a>	<a href="#">Print/View</a>	Livingston	Parent Aide	DHS	In Home Care	\$20,000.00	11/10/2010 14:12:15	Rebecca-Lybrink	Working
<input type="checkbox"/>	<a href="#">Edit</a>	<a href="#">Print/View</a>	Livingston	Wraparound	DHS	In Home Care	\$40,000.00	11/6/2010 11:42:21	Rebecca-Lybrink	Working
<input type="checkbox"/>	<a href="#">Edit</a>	<a href="#">Print/View</a>	Livingston	Supervised Visit Coach	DHS	In Home Care	\$35,000.00	11/10/2010 14:56:15	Rebecca-Lybrink	Working
<input type="checkbox"/>	<a href="#">Edit</a>	<a href="#">Print/View</a>	Livingston	Family Support Services	DHS	In Home Care	\$5,000.00	11/6/2010 13:07:25	Rebecca-Lybrink	Working
<input type="checkbox"/>	<a href="#">Edit</a>	<a href="#">Print/View</a>	Livingston	Counseling	DHS	In Home Care	\$5,000.00	11/6/2010 12:50:39	Rebecca-Lybrink	Working



# Memorandum

**To: Livingston County Board of Commissioners**  
**From: Ann White**  
**Date: 11/10/10**  
**Re: Resolution authorizing submission of the 2010/2011 Child  
Care Fund Budget**

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Livingston County Circuit Court – Family Division – Juvenile Unit is submitting the 2010/2011 Child Care Fund Budget for your approval and authorization to submit to the State of Michigan.

The proposed budget total amount is \$1,563,702.00 less anticipated revenue of \$115,000.00 for a proposed net expenditure of \$1,448,702.00 to be cost shared 50% with the State of Michigan.

Please place the attached resolution on the next Finance Committee meeting to authorize the funding of the 2010/2011 Child Care Fund Budget.

Thank you for your consideration and continued support in this matter.

Sincerely,

Ann White  
Court Financial Officer

**RESOLUTION**

**NO:**

**LIVINGSTON COUNTY**

**DATE:**

**RESOLUTION AUTHORIZING THE FIRST AMENDMENT TO THE MASTER OPERATING AGREEMENT BETWEEN THE COUNTY OF LIVINGSTON, HARTLAND TOWNSHIP SANITARY DRAIN NO. 1 DRAINAGE DISTRICT, HARTLAND TOWNSHIP SANITARY DRAIN NO. 2 DRAINAGE DISTRICT (AND ITS BRANCHES), AND THE TOWNSHIP OF HARTLAND**

**WHEREAS,** Livingston County owns and operates the Livingston Regional Wastewater System; and

**WHEREAS,** Livingston County entered into a Master Operating Agreement with Hartland Township, the Hartland Sanitary Drain No. 1, No. 2, and its branches on July 11, 2005; and

**WHEREAS,** it is necessary to amend the Master Operating Agreement in order to change from quarterly to monthly invoicing for Hartland Township’s portion of operating expenses; and

**WHEREAS,** this will allow for a more predictable and consistent revenue stream into the enterprise Fund 575 and reflect the same invoicing frequency as Tyrone Township; and

**WHEREAS,** this Amendment has been recommended for approval by the Livingston County Board of Public Works at its March 1, 2007, meeting; and

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approves the first amendment to the Master Operating Agreement with Hartland Township, the Hartland Sanitary Drain No.1, No. 2 and its branches.

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Commissioners be authorized to sign the above-referenced amendment upon approval by county legal counsel.

MOVED: # # #  
SECONDED:  
CARRIED:



**LIVINGSTON COUNTY, MICHIGAN**  
**DEPARTMENT OF DRAIN COMMISSIONER**

2300 East Grand River Ave. Suite 105  
Howell Michigan 48843  
Phone 517-546-0040 Fax 517-545-9658  
Web Site: [co.livingston.mi.us](http://co.livingston.mi.us)

## Memorandum

**To: Livingston County Board of Commissioners**

**From: Brian Jonckheere**

**Date: 11/10/10**

**Re: RESOLUTION AUTHORIZING THE FIRST AMENDMENT TO THE MASTE  
OPERATING AGREEMENT BETWEEN THE COUNTY OF LIVINGSTON,  
HARTLAND TOWNSHIP SANITARY DRAIN NO. 1 DRAINAGE DISTRICT,  
HARTLAND TOWNSHIP SANITARY DRAIN NO. 2 DRAINAGE DISTRICT  
(AND ITS BRANCHES), AND THE TOWNSHIP OF HARTLAND**

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Livingston County, by and through it's Department of Public Works, currently operates the Livingston Regional Wastewater System (LRWWS) which services portions of Hartland and Tyrone Townships. Much of the operational and jurisdictional protocol for operating the system is spelled out in a Master Operating Agreement that was approved on July 11, 2005. The second amendment to this Master Operating Agreement was approved pursuant to County Board Resolution 2008-10-314 on October 27, 2008.

It has recently been brought to our attention that the First Amendment to the Master Operating Agreement between Livingston County and Hartland Township, the Hartland Sanitary Drain No. 1, No. 2, and its branches was never formally adopted by the Livingston County Board of Commissioners. It was approved at the March 1, 2007, Livingston County Board of Public Works meeting.

The amendment modified the frequency of sewer billings to Hartland Township from quarterly to monthly. This will allow for a more predictable and consistent revenue stream into the enterprise Fund 575 and reflect the same invoicing frequency as Tyrone Township. Monthly invoicing was implemented in April of 2007.

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

**FIRST AMENDMENT**

Dated as of April 1, 2007

to

**MASTER OPERATING AGREEMENT REGARDING SEWER SYSTEM**

Dated as of July 11, 2005

among

**THE COUNTY OF LIVINGSTON**

**and**

**HARTLAND TOWNSHIP SANITARY DRAIN NO. 1 DRAINAGE DISTRICT**

**and**

**HARTLAND TOWNSHIP SANITARY DRAIN NO. 2 DRAINAGE DISTRICT**

**and**

**BRANCHES TO HARTLAND TOWNSHIP SANITARY DRAIN NO. 2  
DRAINAGE DISTRICT**

**and**

**THE TOWNSHIP OF HARTLAND**

**FIRST AMENDMENT TO MASTER OPERATING  
AGREEMENT REGARDING SEWER SYSTEM**

This First Amendment to Master Operating Agreement Regarding Sewer System (this “First Amendment”) is dated as of April 1, 2007 and is entered into among the County of Livingston, Hartland Township Sanitary Drain No. 1 Drainage District, Hartland Township Sanitary Drain No. 2 Drainage District, Branches to Hartland Township Sanitary Drain No. 2 Drainage District and the Township of Hartland.

**WHEREAS**, the parties hereto previously entered into a Master Operating Agreement Regarding Sewer System dated as of July 11, 2005 (the “Master Agreement”);

**WHEREAS**, the parties hereto desire to enter into this First Amendment to amend and supplement certain provisions of the Master Agreement; and

**WHEREAS**, the parties hereto desire this First Amendment to be effective as of the date of this First Amendment;

**NOW, THEREFORE**, by this First Amendment, the parties hereto amend the Master Agreement as follows:

**Section 1.1. Amendment of Section 10.4 of the Master Agreement.** Section 10.4 of the Master Agreement is hereby amended to read as follows:

**Section 10.4. Monthly Invoices to Township from the DPW.** Commencing upon the Effective Date of County Operation, the DPW shall bill the Township on a monthly basis in arrears based upon the number of gallons of wastewater transported from the Hartland Sewer System to the Genesee Wastewater Treatment Plant for treatment. The DPW shall compute the bill based on the actual meter reading at a master meter for the Hartland Sewer System, but in the event of a meter malfunction, or other circumstances which prevent an accurate measurement of wastewater flow, e.g. a sewer main break, the DPW shall base the bill on good faith estimates of wastewater flow reasonably determined by the DPW. Each monthly invoice shall be sent to the Township on or before the tenth day of the following month and the Township shall remit payment of such invoice prior to the last business day of such month.

**Section 1.2. Short Title.** This amendment shall be known as and may be designated by the short title “First Amendment.”

**Section 1.3. Definitions.** All words and phrases defined in Master Agreement shall have the same meaning in this First Amendment, except as otherwise amended or defined in this First Amendment.

**Section 1.4. First Amendment Construed with Master Agreement.** All of the provisions of this First Amendment shall be deemed to be construed as part of the Master Agreement to the same extent as if fully set forth therein.

**Section 1.5. Master Agreement.** Except as amended and supplemented by this First Amendment, the Master Agreement shall remain in full force and effect.

**Section 1.6. Execution in Counterparts.** This First Amendment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

**Section 1.7. Severability.** If any section, paragraph, clause or provision of this First Amendment shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this First Amendment.

**Section 1.8. Governing Law.** This First Amendment shall be construed in accordance with the laws of the State of Michigan.

**[Remainder of Page Intentionally Left Blank]**



IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed and delivered, by their respective duly authorized officers, all of the date specified above.

COUNTY OF LIVINGSTON

By: \_\_\_\_\_  
Maggie E. Jones  
Its: Chairwoman of the County Board  
of Commissioners

By: \_\_\_\_\_  
Margaret M. Dunleavy  
Its: County Clerk

APPROVED AS TO FORM  
FOR COUNTY OF LIVINGSTON  
COHL, STOKER, TOSKEY & McGLINCHEY, P.C.

By: \_\_\_\_\_  
Robert D. Townsend

HARTLAND TOWNSHIP SANITARY  
DRAIN NO. 1 DRAINAGE DISTRICT

By: \_\_\_\_\_  
Brian Jonckheere  
Its: Chairman of Drainage Board

HARTLAND TOWNSHIP SANITARY  
DRAIN NO. 2 DRAINAGE DISTRICT

By: \_\_\_\_\_  
Brian Jonckheere  
Its: Chairman of Drainage Board

BRANCHES TO HARTLAND  
TOWNSHIP SANITARY DRAIN NO. 2  
DRAINAGE DISTRICT

By: \_\_\_\_\_  
Brian Jonckheere  
Its: Chairman of Drainage Board

TOWNSHIP OF HARTLAND

By: \_\_\_\_\_  
William J. Fountain  
Its: Supervisor

By: \_\_\_\_\_  
Larry J. Hopkins  
Its: Clerk

**RESOLUTION**

**NO:**

**LIVINGSTON COUNTY**

**DATE:**

**RESOLUTION AUTHORIZING THE THIRD AMENDMENT TO THE MASTER OPERATING AGREEMENT BETWEEN THE COUNTY OF LIVINGSTON, HARTLAND TOWNSHIP SANITARY DRAIN NO. 1 DRAINAGE DISTRICT, HARTLAND TOWNSHIP SANITARY DRAIN NO. 2 DRAINAGE DISTRICT (AND ITS BRANCHES), AND THE TOWNSHIP OF HARTLAND**

**WHEREAS,** Livingston County owns and operates the Livingston Regional Wastewater System; and

**WHEREAS,** Livingston County entered into a Master Operating Agreement with Hartland Township, the Hartland Sanitary Drain No. 1, No. 2, and its branches on July 11, 2005; and

**WHEREAS,** pursuant to the Master Operating Agreement, the current billing methodology is a unit price per 1000 gallons; and

**WHEREAS,** it is necessary to amend the Master Operating Agreement in order to modify the current billing methodology to a Cost of Service Rate Structure; and

**WHEREAS,** this will consist of three components: 1) Ready to Serve fee (2) Grinder Surcharge and (3) Flow rate; and

**WHEREAS,** this will provide a more equitable method of allocating actual costs to the users of the System; and

**WHEREAS,** this Amendment has been recommended for approval by the Livingston County Board of Public Works at its November 4, 2010, meeting; and

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approves the third amendment to the Master Operating Agreement with Hartland Township, the Hartland Sanitary Drain No.1, No. 2 and its branches.

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Commissioners be authorized to sign the above-referenced amendment upon approval by County legal counsel.

# # #

MOVED:

SECONDED:

CARRIED:



**LIVINGSTON COUNTY, MICHIGAN**  
**DEPARTMENT OF DRAIN COMMISSIONER**

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2300 East Grand River Ave. Suite 105  
Howell Michigan 48843  
Phone 517-546-0040 Fax 517-545-9658  
Web Site: [co.livingston.mi.us](http://co.livingston.mi.us)

## Memorandum

**To: Livingston County Board of Commissioners**

**From: Brian Jonckheere**

**Date: 11/10/10**

**Re: RESOLUTION AUTHORIZING THE THIRD AMENDMENT  
TO THE MASTER OPERATING AGREEMENT BETWEEN  
THE COUNTY OF LIVINGSTON, HARTLAND TOWNSHIP  
SANITARY DRAIN NO. 1 DRAINAGE DISTRICT,  
HARTLAND TOWNSHIP SANITARY DRAIN NO. 2  
DRAINAGE DISTRICT (AND ITS BRANCHES), AND THE  
TOWNSHIP OF HARTLAND**

Livingston County currently operates the Livingston Regional Wastewater System (LRWWS) which services portions of Hartland and Tyrone Townships. Much of the operational and jurisdictional protocol for operating the system is spelled out in a Master Operating Agreement that was approved by the respective parties on July 11, 2005.

In August of 2009, a rate study was authorized by the Livingston County Board of Public Works (LCBPW). As a result of this study, it was determined that the current billing methodology was not the most equitable method to the System's users. The study recommended that the LRWWS move from a flat fee charge per 1000 gallons to a Cost of Service Rate Structure. The Cost of Service Rate Structure consists of three components: (1) Ready to Serve Fee, (2) Grinder Surcharge, and (3) Flow rate. This methodology is currently used by most local utilities and serves to better allocate the actual operating costs to the users of the System.

This billing modification was approved at the November 4, 2010, LCBPW meeting. Both Hartland and Tyrone Township's representatives have provided comment through the Advisory Board on this change. Currently both Township Boards are in the process of approving this amendment.

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



**THIRD AMENDMENT**

Dated as of November \_\_, 2010

to

**MASTER OPERATING AGREEMENT REGARDING SEWER SYSTEM**

Dated as of July 11, 2005

among

**THE COUNTY OF LIVINGSTON**

**and**

**HARTLAND TOWNSHIP SANITARY DRAIN NO. 1 DRAINAGE DISTRICT**

**and**

**HARTLAND TOWNSHIP SANITARY DRAIN NO. 2 DRAINAGE DISTRICT**

**and**

**BRANCHES TO HARTLAND TOWNSHIP SANITARY DRAIN NO. 2  
DRAINAGE DISTRICT**

**and**

**THE TOWNSHIP OF HARTLAND**

**THIRD AMENDMENT TO MASTER OPERATING  
AGREEMENT REGARDING SEWER SYSTEM**

This Third Amendment to Master Operating Agreement Regarding Sewer System (this “Third Amendment”) is dated as of November \_\_, 2010 and is entered into among the County of Livingston, Hartland Township Sanitary Drain No. 1 Drainage District, Hartland Township Sanitary Drain No. 2 Drainage District, Branches to Hartland Township Sanitary Drain No. 2 Drainage District and the Township of Hartland.

**WHEREAS**, the parties hereto previously entered into a Master Operating Agreement Regarding Sewer System dated as of July 11, 2005, which was subsequently amended by the First Amendment thereto and by the Second Amendment thereto (collectively, the “Master Agreement”);

**WHEREAS**, the parties hereto desire to enter into this Third Amendment to amend and supplement certain provisions of the Master Agreement; and

**WHEREAS**, the parties hereto desire this Third Amendment to be effective as of the date of this Third Amendment;

**NOW, THEREFORE**, by this Third Amendment, the parties hereto amend the Master Agreement as follows:

**Section 1.1. Amendment of Section 10.1 of the Master Agreement.** Section 10.1 of the Master Agreement is hereby amended effective January 1, 2011 to read as set forth below. The invoices from the DPW to the Township for the period through December 31, 2010 shall be processed in the manner set forth in the Master Agreement (as previously amended) and without consideration of the amendment set forth below.

**Section 10.1. Invoices from the DPW.**

a. Components of Monthly Invoices. All costs, both fixed and variable, incurred by the County with respect to the Regional Sewer System shall be treated as common costs applicable to both the Hartland Sewer System and the Tyrone Sewer System. The Township agrees to pay the County for the Township’s share of the cost incurred by the County to operate, maintain, repair and replace the Regional Sewer System and the related costs for wastewater treatment at the Genesee Wastewater Treatment Plant on the basis of a formula comprised of the sum of: (i) a rate per 1,000 gallons of flow, (ii) a “readiness to serve charge” based on the number of users of the System located in the Township, and (iii) a surcharge based on the number of users of the System located in the Township that have a grinder pump connected to the System, all as further explained below. The monthly fee shall include all of the DPW’s costs of operating the Project, including but not limited to the costs that are billed to the DPW from Genesee County for the use of Genesee County’s Waste Water

Treatment Plant, replacement and maintenance costs for the Project, reimbursement of the DPW's start-up costs for the Project, reserve funds for the Project and the DPW's administrative costs with respect to the Project. Each monthly invoice shall be sent to the Township on or before the tenth day after the end of each calendar month and the Township shall remit payment of such invoice prior to the last business day of such month.

b. Rate per 1,000 Gallons of Flow. The rate per 1,000 gallons of flow shall be based on the actual meter reading at master meters for the Project, with appropriate deductions for sewage flow that is billed by the DPW to other municipalities (such as Tyrone Township) that use the Livingston Regional Wastewater System, but in the event of a meter malfunction or other circumstances that prevent an accurate measurement of wastewater flow, e.g. a sewer main break, the DPW shall bill based on good faith estimates reasonably determined by the DPW. The amount per 1,000 gallons of flow shall be determined by the DPW, and such rate shall be charged by the DPW to the Township. Such rate shall be revised on an annual basis to reflect the DPW's costs of operating the Project and can be revised more frequently than annually if requested by the DPW. The rate per 1,000 gallons shall not include any industrial pretreatment fees, surcharges or special fees imposed by Genesee County and the intent of the parties is that any such industrial pretreatment fees, surcharges or special fees shall be passed on to the end users.

c. Readiness to Serve Charge. The readiness to serve charge shall be based on the number of users of the System located in the Township for the respective calendar month, as determined by the records of the DPW. The readiness to serve charge shall be determined by the DPW, and such rate shall be charged by the DPW to the Township. Such rate shall be revised on an annual basis to reflect the DPW's costs of operating the Project and can be revised more frequently than annually if requested by the DPW.

d. Grinder Pump Surcharge. The grinder pump surcharge shall be based on the number of users of the System located in the Township that have a grinder pump connected to the System for the respective calendar month, as determined by the records of the DPW. The grinder pump surcharge shall be determined by the DPW, and such rate shall be charged by the DPW to the Township. Such rate shall be revised on an annual basis to reflect the DPW's costs of operating the Project and can be revised more frequently than annually if requested by the DPW.



**Section 1.2. Amendment to Section 10.8 of the Master Agreement.** Section 10.8 of the Master Agreement is hereby amended effective January 1, 2011 to read as follows:

**Section 10.8 Calendar of Events for Rate Setting.** The rate established by the County pursuant to the formula in Section 10.1 shall in general be set and revised on a calendar-year basis. To take into account the billing in arrears by the County to the Township and, in turn, the billing by the Township in arrears to individual customers, the County and the Township agree in general to the following calendar of events, which shall be considered general guidelines and not mandatory requirements:

a. The County shall prepare an annual budget for the ensuing year for the operation, maintenance, repair and replacement of the Regional Sewer System not later than September 30 of each year.

b. The County shall transmit the proposed budget to the Advisory Board together with a written recommendation for the rate established pursuant to the formula in Section 10.1 at a meeting of the Advisory Board to be held during the month of November.

c. The Advisory Board shall be given the opportunity to review and provide input on the proposed budget and the proposed rate established pursuant to the formula in Section 10.1 at a meeting of the Advisory Board to be held during the month of November.

d. Following the DPW's meeting in December, but in any event not later than December 31 of each year, the County shall submit to the Township the rate established pursuant to the formula in Section 10.1 to be effective in the ensuing calendar year.

e. The Township, to the extent it needs to revise rates and charges to be charged to individual customers of the Hartland Sewer System during the ensuing calendar year, shall make such adjustments by appropriate Township Board action during December.

f. In the event the DPW determines that an interim increase in the rate established pursuant to the formula in Section 10.1 is required during the course of a calendar year to be effective on a date other than on January 1, then the process provided by subsections (a) through (d) above, shall be followed by the County and the Advisory Board during the 90-day period prior to the proposed effective date of the rate increase with the proviso that the DPW shall prepare a written justification for the rate increase in lieu of a budget and provide the same to the Advisory Board and the Township Board.

Notwithstanding the general guidelines of subsections (a) through (f) above, the County shall provide the Township with not less than thirty (30) days prior written notice of the effective date on any change to the rate established pursuant to the formula in Section 10.1 together with a written explanation of the

change. Compliance with the provisions of this paragraph shall be mandatory and a condition precedent to the right of the County to change the rate established pursuant to the formula in Section 10.1.

**Section 1.3. Short Title.** This amendment shall be known as and may be designated by the short title “Third Amendment.”

**Section 1.4. Definitions.** All words and phrases defined in Master Agreement shall have the same meaning in this Third Amendment, except as otherwise amended or defined in this Third Amendment.

**Section 1.5. Third Amendment Construed with Master Agreement.** All of the provisions of this Third Amendment shall be deemed to be construed as part of the Master Agreement to the same extent as if fully set forth therein.

**Section 1.6. Master Agreement.** Except as amended and supplemented by this Third Amendment, the Master Agreement (as previously amended) shall remain in full force and effect.

**Section 1.7. Execution in Counterparts.** This Third Amendment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

**Section 1.8. Severability.** If any section, paragraph, clause or provision of this Third Amendment shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Third Amendment.

**Section 1.9. Governing Law.** This Third Amendment shall be construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be executed and delivered, by their respective duly authorized officers, all as of the date specified above.

COUNTY OF LIVINGSTON

By: \_\_\_\_\_  
Maggie Jones  
Its: Chairperson of the County Board  
of Commissioners

By: \_\_\_\_\_  
Margaret M. Dunleavy  
Its: County Clerk

APPROVED AS TO FORM  
FOR COUNTY OF LIVINGSTON  
COHL, STOKER, TOSKEY &  
McGLINCHEY, P.C.

By: \_\_\_\_\_  
Robert D. Townsend

HARTLAND TOWNSHIP SANITARY  
DRAIN NO. 1 DRAINAGE DISTRICT

By: \_\_\_\_\_  
Brian Jonckheere  
Its: Chairperson of Drainage Board

HARTLAND TOWNSHIP SANITARY  
DRAIN NO. 2 DRAINAGE DISTRICT

By: \_\_\_\_\_  
Brian Jonckheere  
Its: Chairperson of Drainage Board

BRANCHES TO HARTLAND  
TOWNSHIP SANITARY DRAIN NO. 2  
DRAINAGE DISTRICT

By: \_\_\_\_\_  
Brian Jonckheere  
Its: Chairman of Drainage Board

TOWNSHIP OF HARTLAND

By: \_\_\_\_\_  
William J. Fountain  
Its: Supervisor

**RESOLUTION**

**NO.**

**LIVINGSTON COUNTY**

**DATE:**

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**RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT WITH PLANTE & MORAN FOR REVIEW OF ACCOUNTING PROCESSES AND RENEWAL OF THE AUDITING SERVICES CONTRACT - ADMINISTRATION**

**WHEREAS** a need has been determined to evaluate the accounting processes and flow of accounting information within and through all county departments and to increase efficiencies, reduce duplication of effort, and streamline processes by looking at each accounting area and recommend elimination of outdated or unnecessary procedures ; and

**WHEREAS,** Plante & Moran's Governmental Accounting Services Team (GAST) has provided the County with a proposal to evaluate the accounting processes and flow of accounting information and make recommendations to accomplish the above need, train staff, and update accounting processes and procedures; and

**WHEREAS,** in conjunction with this proposal, the authorization for auditing services contract with Plante & Moran is requested for a period of three years with the option to renew for two additional one-year periods in which Plante & Moran has adjusted its fee scheduled to reflect a reduction in fees of \$24,000 over the life of the contract; and

**WHEREAS,** the cost of the accounting services review contract is not to exceed \$24,000 which will makes the cost for the services provided in this contract services cost neutral after five years; and

**WHEREAS,** these expenditures will be paid for from the Auditing Services Fund, Fund 101-224.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes entering into a contract with Plante & Moran's Governmental Accounting Services Team (GAST) for a review of the County's accounting process for an amount not to exceed \$24,000; and

**BE IT FURTHER RESOLVED** that the Board of Commissioners hereby authorizes the renewal of the Auditing services contract with Plante & Moran for a period of three years with the option to renew for two additional one-year period per the following fee schedule:

- FY 2010 - \$84,323
- FY 2011 - \$84,323
- FY 2012 - \$85,945
- FY 2013 - \$87,610 (optional year)
- FY 2014 - \$89,320 (optional year); and

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

# # # #

MOVED:

SECONDED:

CARRIED:



**LIVINGSTON COUNTY, MICHIGAN**  
**ADMINISTRATION DEPARTMENT**

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**304 E Grand River, Howell, MI 48843**

**Phone 517 546-3669**

**Web Site: [administration/co.livingston.mi.us](http://administration/co.livingston.mi.us)**

# Memorandum

**TO:** Livingston County Board OF Commissioners

**FROM:** Belinda M. Peters, County Administrator

**RE:** Resolution Authoring entering into a Contract with Plante & Moran for  
Review of Accounting Processes and the Renewal of the Auditing Services Contract

**DATE:** November 15, 2010

For the past several years, the County has reviewed revenue sources and operational expenses and made adjustments according in an effort to contain costs. Another area that needs to be evaluated is the flow of information within and through county departments to find areas to increase efficiencies, reduce duplication of effort, and streamline processes by looking at each area to eliminate outdated or unnecessary procedures. An assessment of our accounting cycles is a prime area in which to evaluate. All county departments are involved in some way or other in the accounting process which is a mandated function, however, it is perceived to provide little or no value to the constituents we serve.

Plante & Moran's Governmental Accounting Services Team (GAST) has provided the County with a proposal to evaluate the accounting processes and the availability of accounting information within and through all county departments to find opportunities for efficiencies, reduce redundancies, make recommendations to improve the overall flow of information, and train staff. GAST will review accounting and reporting information and make recommendations on the best way to centralize this information so is understood and shared with the appropriate individuals. In addition, GAST will assist and train individuals in encompassing new procedures efficiently into daily tasks and the year-end audit process.

The proposal received by Plante & Moran includes a reduction in cost of auditing services upon renewal of the contract. As a result of this reduction, the cost of the accounting services will be cost neutral after five years. Therefore, the renewal of the auditing services contract with Plante & Moran for a period of three years with the option to renew for two additional one-year periods is also being requested at this time. Plante & Moran has provided a fee schedule which reflects a reduction of \$24,000 over the life of the contract. Additional savings from increased efficiencies in workflow is also anticipated to be a result of the accounting process study. The cost of the accounting review services is quoted at an amount not to exceed \$ 24,000.

We are requesting that the attached resolution be approved authorizing a contract with Plante & Moran to perform an assessment of the County's accounting processes for an amount not to exceed \$24,000. In addition, authorization of the renewal of the contract for auditing services for a period of three (3) years with the option to renew for two additional one-year periods is also being requested. The proposed pricing structure for auditing services is as follows:

FY 2010 - \$84,323  
FY 2011 - \$84,323  
FY 2012 - \$85,945  
FY 2013 - \$87,610 (optional year)  
FY 2014 - \$89,320 (optional year)

If you have any questions or concerns, please do not hesitate to contact me.