

# FINANCE COMMITTEE

2/24/2016

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

7:30 AM

## AGENDA

1. **CALL MEETING TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF MINUTES**
  - A. Minutes of Meeting Dated: February 10, 2016
  - B. Closed Session Minutes of Meeting Dated: February 10, 2016
4. **TABLED ITEMS FROM PREVIOUS MEETINGS**
5. **APPROVAL OF AGENDA**
6. **REPORTS**
7. **CALL TO THE PUBLIC**
8. **RESOLUTIONS FOR CONSIDERATION:**

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**09**     **Circuit Court**  
RESOLUTION AUTHORIZING CONTRACTS TO PROVIDE SUBSTANCE  
ABUSE TREATMENT SERVICES – 44th Circuit Court / Finance Committee/  
Full Board

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**10**     **Planning**  
PARKS & OPEN SPACE ADVISORY COMMITTEE MDNR GRANT  
SUBMITTAL - Parks & Open Space Advisory Committee / Finance / Board

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**11**     **Jail**  
CONCIERGE CORRECTIONS TO PROVIDE ASSET RECOVERY SERVICES  
- Jail / Public Safety / Finance / Board

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**12**     **Drain Commissioner**  
RESOLUTION APPROVING THIRD AMENDMENT TO LIVINGSTON  
COUNTY SEWAGE DISPOSAL SYSTEM (VILLAGE OF  
FOWLerville/TOWNSHIP OF HANDY) 2005 IMPROVEMENTS AND  
EXTENSIONS CONTRACT

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**13**     **Administration**  
RESOLUTION AUTHORIZING A BUDGET AMENDMENT TO THE FISCAL  
YEAR 2016 BUDGET FOR 2015 ROLL OVER PURCHASE ORDERS -  
Administration / Finance / Board

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**14**     **Administration**  
RESOLUTION AUTHORIZING A BUDGET AMENDMENT TO THE

- 15. CLAIMS**
- 16. PREAUTHORIZED**
- 17. CALL TO THE PUBLIC**
- 18. ADJOURNMENT**

# MEETING MINUTES

LIVINGSTON COUNTY

**FEBRUARY 10, 2016 – 7:30 A.M.**

ADMINISTRATION BUILDING - BOARD CHAMBERS  
304 E. Grand River Avenue, Howell, MI 48843

## FINANCE COMMITTEE

COMM. **GARY CHILDS**

COMM. **DENNIS DOLAN**

COMM. **DAVID DOMAS**

COMM. **BILL GREEN** – FINANCE CHAIR

COMM. **CAROL GRIFFITH**

COMM. **KATE LAWRENCE**

COMM. **DON PARKER**

COMM. **RON VAN HOUTEN**

COMM. **STEVE WILLIAMS**

OTHERS:

BETSY HUNDLEY

RICH MALEWICZ

GREG KELLOGG

CINDY CATANACH

ANDREW SELTZ

DOUG BRITZ

KEN HINTON

KEVIN WILKINSON

DIANNE MCCORMICK

BRYNT ELLIS

ROB SPAULDING

JON WAGGONER

ASHLEY GILLIES

NATALIE HUNT

JOHN EVANS

JEFF BOYD

JENNIFER NASH

MARK JOHNSON

JENNIFER NASH

1. **CALL TO ORDER:** Meeting called to order by **COMM. BILL GREEN** at **7:32 A.M.**
2. **ROLL CALL.**
3. **APPROVAL OF MINUTES: MINUTES OF MEETING DATED: JANUARY 27, 2016**

**MOTION TO APPROVE THE MINUTES, AS PRESENTED.**

**MOVED BY: LAWRENCE / SECONDED BY: WILLIAMS**

**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: WILLIAMS / SECONDED BY: GRIFFITH**

**ALL IN FAVOR - MOTION PASSED**

6. **CALL TO THE PUBLIC: None.**
7. **RESOLUTIONS FOR CONSIDERATION:**

8. **PUBLIC HEALTH: RESOLUTION TO APPROVE THE PURCHASE AGREEMENT AND DONATION FROM TRINITY HEALTH-MICHIGAN FOR ESTABLISHING A PUBLIC DENTAL CLINIC**

RECOMMEND MOTION TO THE: BOARD  
MOVED BY: WILLIAMS / SECONDED BY: CHILDS  
ALL IN FAVOR - MOTION PASSED

9. **ANIMAL CONTROL: RESOLUTION AUTHORIZING A REDUCTION IN THE ANIMAL ADOPTION FEES FOR SENIOR CATS ADOPTED BY SENIOR CITIZENS**

RECOMMEND MOTION TO THE: BOARD  
MOVED BY: WILLIAMS / SECONDED BY: LAWRENCE  
ALL IN FAVOR - MOTION PASSED

10. **AIRPORT: RESOLUTION TO CONCUR WITH THE AERONAUTICAL FACILITIES BOARD TO AMEND RESOLUTION 2014-04-194 AND THE LEASE AGREEMENT WITH SUBURBAN AVIATION FOR OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING TO TERMINATE THE LEASE EFFECTIVE JANUARY 31K, 2016**

RECOMMEND MOTION TO THE: BOARD  
MOVED BY: WILLIAMS / SECONDED BY: VAN HOUTEN  
ALL IN FAVOR - MOTION PASSED

11. **EMS: RESOLUTION AUTHORIZING REPLACEMENT OF AMBULANCE**

RECOMMEND MOTION TO THE: BOARD  
MOVED BY: WILLIAMS / SECONDED BY: CHILDS  
ALL IN FAVOR - MOTION PASSED

12. **CENTRAL DISPATCH: RESOLUTION AUTHORIZING LIVINGSTON COUNTY TO PARTICIPATE IN THE 2015 HOMELAND SECURITY GRANT PROGRAM (HSGP) AND TO SUBMIT FY-2015 HSGP APPLICATIONS**

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

13. **CENTRAL DISPATCH: RESOLUTION AUTHORIZING THE PURCHASE OF A DUAL TOTE FOAM TRAILER FOR LIVINGSTON COUNTY FIRE DEPARTMENTS FROM THE FY '14 HOMELAND SECURITY GRANT FUNDS**

RECOMMEND MOTION TO THE: BOARD  
MOVED BY: LAWRENCE / SECONDED BY: WILLIAMS  
ALL IN FAVOR - MOTION PASSED

14. COUNTY CLERK: RESOLUTION TO AUTHORIZE AN INCREASE IN HOURS FOR THE PART-TIME VITAL RECORDS CLERK POSITION IN THE COUNTY CLERK'S OFFICE FROM 20 HOURS TO 25 HOURS

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

15. COUNTY CLERK: RESOLUTION TO AUTHORIZE BUDGET AMENDMENT TO THE OPERATING BUDGET OF THE COUNTY CLERK CIRCUIT COURT FISCAL-YEAR 2016 BUDGET

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

16. TREASURER: RESOLUTION AUTHORIZING THE LIVINGSTON COUNTY TREASURER TO INCREASE THE IMPREST CASH ACCOUNT FOR THE LIVINGSTON COUNTY CLERK'S DOWNTOWN OFFICE

RECOMMEND MOTION TO THE: BOARD  
MOVED BY: WILLIAMS / SECONDED BY: CHILDS  
ALL IN FAVOR - MOTION PASSED

17. TREASURER: RESOLUTION AUTHORIZING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH OAKLAND COUNTY TO PROVIDE OVER THE COUNTER PAYMENT SERVICES

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

18. TREASURER: RESOLUTION AUTHORIZING A BUDGET AMENDMENT TO THE 2016 APPROVED BUDGET FOR THE TREASURER'S OFFICE

RECOMMEND MOTION TO THE: BOARD  
MOVED BY: CHILDS / SECONDED BY: LAWRENCE  
ALL IN FAVOR - MOTION PASSED

19. L.E.T.S.: RESOLUTION OF INTENT TO APPLY FOR FINANCIAL ASSISTANCE FOR STATE FISCAL YEAR 2017 FOR TRANSPORTATION TO WORK GRANT

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

**20. L.E.T.S.: RESOLUTION OF INTENT TO APPLY FOR FINANCIAL ASSISTANCE FOR STATE FISCAL YEAR 2017 FOR TRANSPORTATION TO WORK GRANT**

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

**21. L.E.T.S.: RESOLUTION AMENDING RESOLUTION 2015-07-148 AUTHORIZING MDOT GRANT CONTRACT, CAPITAL EXPENDITURE AND BUDGET AMENDMENT**

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

**22. CAR POOL: RESOLUTION AMENDING RESOLUTION 2015-10-213 AUTHORIZING CAPITAL EXPENDITURE AND BUDGET AMENDMENT**

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

**23. CLOSED SESSION:**

**MOTION TO RECESS TO CLOSED SESSION TO DISCUSS LEGAL OPINION 7:56 AM  
MOVED BY: VAN HOUTEN / SECONDED BY: CHILDS  
YEAS: GRIFFITH, GREEN, LAWRENCE, VAN HOUTEN, WILLIAMS, PARKER, DOMAS, CHILDS  
NAYS: NONE / ABSENT: DOLAN - MOTION PASSED**

**RETURN TO OPEN SESSION AT 9:13 AM**

**24. DISCUSSION:**

**➤ RESOLUTION OPPOSING HOUSE BILLES 4947 THROUGH 4966**

- Ashley Gillies distributed DRAFT Livingston County Cost Estimates.
- John Evans discussed bullets within the document.

**COMMISSIONER DOMAS MOVED THE RESOLUTION TO BE ADOPTED BY THE LIVINGSTON COUNTY BOARD OF COMMISSIONERS AND FORWARDED TO OUR LEGISLATORS AND GOVERNOR WITH A COVER LETTER STRONGLY SUGGESTING THAT THIS BE TAKEN AS A VERY SERIOUS MATTER.**

**WILLIAMS SECONDED  
ALL IN FAVOR – MOTION PASSED.**

- Comm. Williams will assist with drafting the letter.

**COMMISSIONER WILLIAMS MOVED TO AMEND THE PROPOSED RESOLUTION TO INCLUDE THE FOLLOWING STATEMENT  
"WHEREAS LIVINGSTON COUNTY ALREADY DEDICATES OVER 60% OF THEIR ANNUAL GENERAL FUND BUDGET TO  
FUND PUBLIC SAFETY OBLIGATIONS AND THE PROPOSED BILLS WOULD CONSTITUTE AN ADDITIONAL UNFUNDED  
MANDATE," AS THE SIXTH AND FINAL "WHEREAS" STATEMENT**

**DOMAS SECONDED  
ALL IN FAVOR – MOTION PASSED.**

**25. CLAIMS**

**RECOMMEND MOTION TO THE BOARD TO APPROVE THE MISCELLANEOUS CLAIMS DATED: February 10, 2016**

**MOVED BY: LAWRENCE / SECONDED BY: CHILDS**

**ALL IN FAVOR - MOTION PASSED**

**26. PAYABLES**

**RECOMMEND MOTION TO THE BOARD TO APPROVE THE COMPUTER PRINTOUT DATED: 1-28-16 THRU 2-10-16**

**MOVED BY: LAWRENCE / SECONDED BY: GRIFFITH**

**ALL IN FAVOR - MOTION PASSED**

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

**28. ADJOURNMENT:**

**MOTION TO ADJOURN AT 9:52 AM**

**MOVED BY: WILLIAMS / SECONDED BY: CHILDS**

**ALL IN FAVOR - MOTION PASSED**

Respectfully Submitted

**NATALIE HUNT**  
RECORDING SECRETARY

**RESOLUTION**

**NO:**

**LIVINGSTON COUNTY**

**DATE:**

**RESOLUTION AUTHORIZING CONTRACTS TO PROVIDE SUBSTANCE ABUSE TREATMENT SERVICES – 44<sup>th</sup> Circuit Court / Finance Committee/ Full Board**

**WHEREAS,** Livingston County Courts have a need for Substance Abuse Treatment Services consisting of alcohol and drug abuse outpatient, intensive outpatient or other services; and

**WHEREAS,** in accordance with the County’s Purchasing Policy, a formal bid process was performed and five proposals were received and evaluated to provide substance abuse treatment services to the Specialty Courts and Programs for the period of March 1<sup>st</sup>, 2016 through December 31st, 2016, with the option of renewal for up to two additional one-year periods; and

**WHEREAS,** Livingston County Catholic Charities; Karen Bergbower & Associates, PC; Key Development Center, Inc.; Breaking the Chain Counseling Center of Brighton; and Dennis McHale have met the minimum requirements to support the various programs for substance abuse treatment services; and

**WHEREAS,** through various program funding listed below, the Courts will have the flexibility to award non-exclusive contracts to the above vendors based on program requirements and the Court’s needs with an anticipated start date of March 1<sup>st</sup>; and

<b>COURT</b>	<b>SPECIALTY COURT OR PROGRAM</b>	<b>MAXIMUM CURRENT CONTRACT AMOUNT PER YEAR – “NOT TO EXCEED”</b>
44 <sup>th</sup> Circuit Court	Swift and Sure Sanctions Probation Program (SSSPP)	\$1,570
44 <sup>th</sup> Circuit Court Adult Drug Court	Adult Drug Court (ADC, OHSP, SAMHSA)	\$54,709
53 <sup>rd</sup> District Court	Veterans Treatment Court	\$2,000
53 <sup>rd</sup> District Court	Intensive Treatment Mental Health Court	\$2,628

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes entering into non-exclusive contracts for substance abuse treatment services with Livingston County Catholic Charities of Howell; Karen Bergbower & Associates, PC, of Brighton; Key Development Center, Inc. of Brighton; Breaking the Chain Counseling Center of Brighton; and Dennis McHale of Fowlerville, beginning March 1, 2016, and continued until December 31st, 2016, with the ability to renew the contracts at the Court’s discretion for up to two additional one-year periods.



**BE IT FURTHER RESOLVED** that the Chair of the Livingston County Board of Commissioners is authorized to sign the contracts and contract extensions referenced above and any future amendments for monetary and contractual language upon review by Civil Counsel.

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Moved:  
Seconded:  
Carried:



## Memorandum

**To: Livingston County Board of Commissioners**  
**From: John Evans, Circuit/Probate Court Administrator**  
**Date: 2/17/2016**  
**Re: RESOLUTION AUTHORIZING CONTRACTS TO PROVIDE  
SUBSTANCE ABUSE TREATMENT SERVICES – 44<sup>th</sup> Circuit  
Court / Finance Committee/ Full Board**

We are requesting the Livingston County Board of Commissioners to approve a contract with Livingston County Catholic Charities; Karen Bergbower & Associates, PC; Key Development Center, Inc; Breaking the Chain Counseling Center; and Dennis McHale to provide substance abuse treatment services for the Specialty Court Programs for the period of March 1, 2016 through December 31, 2016, with the ability to renew the contracts at the Court's discretion for up to two additional one-year periods.

The Livingston County 44th Circuit Court and 53rd District Court Specialty Court Programs have determined the need to offer a variety of substance abuse treatment services for participants. Treatment services may include assessment, intake, group therapy, individual therapy, or other evidence-based treatment modalities that have proven successful in the treatment of substance abuse or substance dependency disorders.

Based on the results of the bid tabulation, the Court's evaluation committee determined the following counter pricing proposal for all vendors: Intake: \$150.00 (As many minutes as required for completion); Group: \$230.00 (90 minutes); Individual: \$86.00 (60 minutes); and for previously offered "Other Services", no proposed changes. This counter offer has been agreed upon by all vendors. As a result, the Specialty Court Programs will pay the same price for the same service across all participating vendors.

The Specialty Court Programs will fund the services through various programs including, but not limited to Swift & Sure Sanctions Probation Program, Adult Drug Court, Veterans Treatment Court, and Intensive Treatment Mental Health Court.

Thank you for your consideration in this matter. If you have any questions regarding this matter please contact me.

John Evans  
Circuit/Probate Court Administrator

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

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**RESOLUTION AUTHORIZING PREPARATION AND SUBMISSION OF A MICHIGAN DEPARTMENT OF NATURAL RESOURCES GRANT APPLICATION, AGREEMENT AND OTHER SUPPORTING DOCUMENTS FOR FILLMORE COUNTY PARK – LIVINGSTON COUNTY PARKS AND OPEN SPACE ADVISORY COMMITTEE / FINANCE / BOARD OF COMMISSIONERS**

- WHEREAS,** the 5-year approved *2012-2017 Livingston County Parks & Open Space Plan* supports the submission of a grant application to the Michigan Department of Natural Resources (MDNR) for development of Fillmore County Park; and
- WHEREAS,** the Livingston County Parks and Open Space Advisory Committee retained the firm of Landscape Architects & Planners in February 2016 to assist with design services and grant writing for Fillmore County Park; and
- WHEREAS,** the Livingston County Parks and Open Space Advisory Committee and the firm of Landscape Architects & Planners have determined that a viable Phase I development of Fillmore County Park will require a development budget ranging from \$131,000 to \$172,000 which amounts will include an MDNR grant ranging from \$45,000 to \$86,000 depending on which one of three grant applications submitted is successful; and
- WHEREAS,** local matching funds committed by others to Livingston County include Livingston County Foundation funds of \$35,000 designated for Fillmore County Park, and potential community funding commitments of \$3,000 from Marion Township, \$3,000 from Genoa Township, \$2,000 from the City of Howell and an anonymous cash donation in the amount of \$200, totaling \$43,200; and
- WHEREAS,** Additional matching funds of \$10,000 from General Fund Contingency approved by the Livingston County Board of Commissioners would generate a total of \$53,200 of local matching funds toward the proposed MDNR grant; and
- WHEREAS,** Donated labor through the Sheriff's Work Alternative Program (SWAP) and valued at \$32,800 has been committed as in-kind match toward the construction portion of the project, which with the above-referenced funding commitments will bring the local match to a minimum \$86,000, which represents a local match percentage ranging from 34% to 50%, depending upon which one of three grant applications is successful; and
- WHEREAS,** the Parks and Open Space Advisory Committee at their February 3, 2016 meeting approved the preparation and submission of a 2016 grant application to the MDNR to advance recreational development of Fillmore County Park, and request the approval of the Livingston County Board of Commissioners to prepare and submit a grant application to the MDNR to fund Phase I development of Fillmore County Park, and the approval of additional matching funds of \$10,000 from General Fund Contingency to generate the match share of the proposed MDNR grant.
- THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes the preparation and submission of a 2016 Michigan Department of Natural Resources grant application for Phase I development of Fillmore County Park.

**BE IT FUTHER RESOLVED** that the Livingston County Board of Commissioners agrees to commit matching funds in an amount of \$10,000 from General Fund Contingency.

**BE IT FUTHER RESOLVED** that the Chair of the Livingston County Board of Commissioners be authorized to sign the above application, subsequent grant agreement if awarded and any required Livingston County budget amendments upon review by Civil Counsel.

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MOVED:  
SECONDED:  
CARRIED:

**Project Cost Estimate, Budget/Funds Source**  
**Proposed 2016 Grant Application, Recreation Passport, LWCF and Trust Fund Programs**  
**Fillmore County Park Development, Phase 1**

<b>Cost Estimate</b>	Proposed	Proposed	Proposed
<u>Scope Item</u>	<u>Passport</u>	<u>LWCF</u>	<u>Trust Fund</u>
	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>
Entrance Drive	16,100	16,100	16,100
Gravel Lot	10,300	10,300	10,300
Multi Use Playfield	7,000	17,000	12,000
Barrier Free Agg Path			
Access Path		6,500	
Restroom Building		26,600	
Backstops			
Entry Sign	5,300	5,300	5,300
Wayfinding (6)	6,300	6,300	6,300
TF/ RP/ LWCF Sign	1,100	1,100	1,100
Security Gate	8,400	0	8,400
Barrier Free Parking Signs	300	300	300
Security Barriers	3,200	3,200	3,200
Topographic Survey	7,700	7,700	7,700
5K Nature Trail	47,600	47,600	47,600
Permit Fees	1,500	1,500	1,500
Engineering Design	<u>16,200</u>	<u>22,500</u>	<u>16,200</u>
<b>Total</b>	<b>\$131,000</b>	<b>\$172,000</b>	<b>\$136,000</b>

**Budget/ Fund Sources**

<u>Local Match Funds Commitment</u>	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>
Livingston County Foundation	\$35,000	\$35,000	\$35,000
Marion Township	\$3,000	\$3,000	\$3,000
Genoa Township	\$3,000	\$3,000	\$3,000
City of Howell	\$2,000	\$2,000	\$2,000
Anonymous Donation	\$200	\$200	\$200
Livingston County	<u>\$10,000</u>	<u>\$10,000</u>	<u>\$10,000</u>
<b>Subtotal Funds Commitments</b>	<b>\$53,200</b>	<b>\$53,200</b>	<b>\$53,200</b>
<u>In Kind Local Match Commitment</u>			
L.C. Community Svcs Donated Labor	\$32,800	\$32,800	\$32,800
<b>Total Local Match</b>	<b>86,000</b>	<b>86,000</b>	<b>86,000</b>
<i>Match Percentage</i>	<i>65.65%</i>	<i>50.00%</i>	<i>63.24%</i>
<b>Grant Amount</b>	<b>45,000</b>	<b>86,000</b>	<b>50,000</b>
<i>Grant Percentage</i>	<i>34.35%</i>	<i>50.00%</i>	<i>36.76%</i>
<b>Total Project Amount</b>	<b>\$131,000</b>	<b>\$172,000</b>	<b>\$136,000</b>

**LIVINGSTON COUNTY PARKS AND OPEN SPACE ADVISORY COMMITTEE  
RESOLUTION OF SUPPORT APPROVING PREPARATION AND SUBMISSION OF A  
MICHIGAN DEPARTMENT OF NATURAL RESOURCES GRANT FOR  
FILLMORE COUNTY PARK**

**WHEREAS**, the 5-year approved *2012-2017 Livingston County Parks & Open Space Plan* supports the submission of a grant application to the Michigan Department of Natural Resources (MDNR) for development of Fillmore County Park; and

**WHEREAS**, the Livingston County Parks and Open Space Advisory Committee retained the firm of Landscape Architects & Planners in February 2016 to assist with design services and grant writing for Fillmore County Park; and

**WHEREAS**, the Livingston County Parks and Open Space Advisory Committee and the firm of Landscape Architects & Planners have determined that a viable Phase I development of Fillmore County Park will require a development budget ranging from \$131,000 to \$172,000 which amounts will include an MDNR grant ranging from \$45,000 to \$86,000 depending on which one of three grant applications submitted is successful; and

**WHEREAS**, local matching funds committed by others to Livingston County include Livingston County Foundation funds of \$35,000 designated for Fillmore County Park, and potential community funding commitments of \$3,000 from Marion Township, \$3,000 from Genoa Township, \$2,000 from the City of Howell and an anonymous cash donation in the amount of \$200, totaling \$43,200; and

**WHEREAS**, Additional matching funds of \$10,000 from General Fund Contingency approved by the Livingston County Board of Commissioners would generate a total of \$53,200 of local matching funds toward the proposed MDNR grant; and

**WHEREAS**, Donated labor through the Sheriff's Work Alternative Program (SWAP) and valued at \$32,800 has been committed as in-kind match toward the construction portion of the project, which with the above-referenced funding commitments will bring the local match to a minimum \$86,000, which represents a local match percentage ranging from 34% to 50%, depending upon which one of three grant applications is successful; and

**WHEREAS**, the Parks and Open Space Advisory Committee wishes to convey its support for the preparation and submission of a 2016 grant application to the MDNR to advance recreational development of Fillmore County Park, subject to the approval of the Livingston County Board of Commissioners, and

**WHEREAS**, the Parks and Open Space Advisory Committee is requesting the approval of the Livingston County Board of Commissioners to prepare and submit a grant application to the MDNR to fund Phase I development of Fillmore County Park, and the approval of additional matching funds of \$10,000 from General Fund Contingency to generate the match share of the proposed MDNR grant.

**THEREFORE BE IT RESOLVED** that the Livingston County Parks and Open Space Advisory Committee approves this Resolution of Support for the preparation and submittal of a grant application to the Michigan Department of Natural Resources for Phase I development of Fillmore County Park.

**MOVED: Arens**

**SECONDED: LaBelle**

**CARRIED: All in favor, motion carried.**



## Memorandum

**To: Livingston County Board of Commissioners**  
**From: Livingston County Parks and Open Space Advisory Committee -  
Kathleen Kline-Hudson, Planning Director**  
**Date: 2/11/16**  
**Re: Preparation and submission of a Michigan Department of Natural  
Resources grant application for Phase I development of Fillmore  
County Park and matching funds of \$10,000 from General Fund  
Contingency**

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It has now been two years since the Livingston County Parks & Open Space Advisory Committee applied for a 2014 Michigan Department of Natural Resources (MDNR) Trust Fund grant for Phase I development of Fillmore County Park. As a committee we have decided to once again retain the firm of Landscape Architects and Planners to apply for grant funding, with the following alternative approach:

We will simultaneously apply for a MDNR Passport Grant, a Natural Resources Trust Fund Grant and a Land and Water Conservation Fund. After preliminary scoring is received for all three grant applications, we will proceed with the one (1) grant application that has the greatest chance of success based upon preliminary scoring and consultation with MDNR Grants Management Staff.

We will be requesting a lesser amount of grant funding from the MDNR. We have determined that a viable Phase I development of Fillmore County Park will require a development budget ranging from \$131,000 to \$172,000, therefore, our grant request will range from \$45,000 to \$86,000 depending on which one of the three grant applications submitted is successful (*see attachment titled Fillmore Project Estimate*).

The scaled back development budget for Fillmore County Park will no longer include the substantial expense of a multi-use playfield, however, it will enable a Phase I development that at a minimum includes: a simple playfield, park entrance drive; entrance signage and gate; parking lot with paved ADA spaces; security barriers; various signage, and a 5K natural trail.

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

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

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**RESOLUTION AUTHORIZING AN AGREEMENT WITH CONCIERGE CORRECTIONS TO PROVIDE ASSET RECOVERY SERVICES - LIVINGSTON COUNTY JAIL / PUBLIC SAFETY / FINANCE / BOARD**

**WHEREAS,** Concierge Corrections is a Lansing based company providing asset recovery services to a number of county jails throughout Michigan

**WHEREAS,** services would supplement our current medical contract and not violate or interfere with the provisions of the contract

**WHEREAS,** two other counties who use Concierge Services have been contacted by our county purchasing

**WHEREAS,** other counties have responded favorably and have recovered thousands of dollars in previously paid medical bills

**WHEREAS,** we are requesting the Board allow us to enter a "Business Associate Agreement" with Concierge for review of current off-site medical bills and provide a recommendation for potential cost recovery

**WHEREAS,** the review will be for a period of 90 days, commencing upon approval of this resolution

**WHEREAS,** once a determination is made as to potential recovery of off-site care, will need to go back to the Board for approval to enter into a specific contract for services

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with Concierge Corrections for recovery services for the period of 90 days for services described above.

**BE IT FURTHER RESOLVED** that the Chair of the Livingston County Board of Commissioners is hereby authorized to sign the agreement referenced above and any future amendments upon review by Civil Counsel.

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MOVED:  
SECONDED:  
CARRIED:



## Business Associate Contract

This Business Associate Contract (“Contract”) is made by and between **Concierge Corrections, LLC**, a Michigan limited liability company whose principal place of business is 2869 Jolly Road, Okemos, MI 48864 (hereinafter “Business Associate”), and **Livingston County Jail**, (hereinafter “County”), 150 S. Highlander Way, Howell, MI 48843 expressly agree as follows:

**Whereas**, Business Associate has, is, and does perform various services for or on behalf of County that may or do in fact contain individually identifiable protected health information (hereinafter “PHI”) as defined by § 160.103 of the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 through 164, as modified by the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law 111-005 (“the HITECH Act”), and other applicable laws and regulations.

**Whereas**, County, in order to meet its obligations to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the privacy and security regulations promulgated under Title II, Subtitle F, §§ 261-264 of HIPAA, the administrative regulations issued by the Department of Health and Human Services (“DHHS”) as found in 45 C.F.R. Parts 160 through 164 (hereinafter HIPAA or DHHS regulations), and the HITECH Act, as such laws and regulations may be amended from time to time, seeks reasonable assurances from Business Associate that Business Associate will comply with the portions of those laws and regulations made applicable to business associates by the HITECH Act.

**Whereas**, County and Business Associate may desire to facilitate the services called for by this Contract by electronically transmitting and receiving data in agreed formats in substitution for paper-based documents and to assure that such transactions comply with relevant laws and regulations.

**NOW, THEREFORE**, the parties agree as follows:

### 1. Definitions.

**Breach** shall have the meaning specified in § 17921 of the HITECH Act as amended by the Omnibus Rule, Federal Register, Vol. 78, No. 17 / Friday, January 25, 2013 / Rules and Regulations, pp. 5566 *et seq.*

- A. **Business Associate** shall have the meaning specified in the Privacy Rule, the Security Rule, § 27938 of the HITECH Act, particularly 45 C.F.R. § 160.103, and the Omnibus Rule, and hereinafter refers to Concierge Corrections (also known as “Contractor” in affiliated Agreements).
- B. **Covered Entity** shall have the meaning specified in 45 C.F.R. § 160.103 as modified by the Omnibus Rule, and hereinafter refers to County.
- C. **Designated Record Set** shall have the meaning specified in 45 C.F.R. § 164.501.
- D. **Electronic Health Record** shall have the meaning specified in § 17921 of the HITECH Act as modified by the Omnibus Rule.

- E. **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, subparts A and E.
- F. **Protected Health Information (“PHI”)** shall have the meaning specified in 45 C.F.R. § 160.103 as modified by the Omnibus Rule.
- G. **Required by law** shall have the meaning specified in 45 C.F.R. § 164.103.
- H. **Secretary** shall mean the Secretary of the Department of Health and Human Services and those employees or agents designated to act on the Secretary’s behalf.
- I. **Security or Security Measures** means the administrative, physical, and technical safeguards and documentation requirements specified in the Security Rule.
- J. **Security Rule** shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164, subparts A and E.
- K. **Unsecured PHI** shall have the meaning specified in § 17932 of the HITECH Act and any regulations issued thereunder by the Department of Health and Human Services (“DHHS”).

2. **Obligations of the Business Associate.**

- A. If and to the extent that and so long as required by the HIPAA provisions of 42 U.S.C. §§ 1171 *et seq.* and regulations promulgated thereunder, and any additional security requirements contained in Subtitle D of Title IV of the HITECH Act that apply to County but not otherwise, Business Associate does hereby assure County that Business Associate will implement appropriate safeguards, including, but not limited to, the administrative, physical, and technical safeguards and documentation requirements of the Security Rule to protect the confidentiality, integrity, and availability of any electronic PHI that it may receive, maintain, or transmit on behalf of the County and will appropriately safeguard all PHI regardless of form or format.
- B. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Contract.
- C. Business Associate agrees to report to County any use or disclosure of the PHI not provided for by this Contract or any security incident of which it becomes aware involving PHI of the County.
- D. Business Associate shall ensure that any subcontractors or agents to whom Business Associate provides PHI received from County agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

- E. Business Associate shall get “downstream” business associate contracts in place with subcontractors that inform them that under the Omnibus Rule they now qualify as business associates.
- F. Business Associate shall make available PHI in accordance with applicable law.
- G. Business Associate shall provide to individuals who are the subject of PHI received from County their rights as made applicable to business associates of covered entities.
- H. Business Associate shall maintain standard records pursuant to this Contract and to provide such records and other necessary information to the County or to the Secretary as may be requested or required in writing and as permitted by law. Business Associate agrees that all records kept in connection with this Contract are subject to review and audit by the County upon reasonable notice and written request by the County.
- I. Business Associate agrees to document such uses and disclosures of PHI and information related to such disclosures as would be required for a covered entity to respond to a request for an individual for an accounting of uses and disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- J. Upon termination of this Contract by either party for any reason, Business Associate shall return or destroy all PHI received from County that Business Associate still maintains in any form and all copies thereof, shall retain no copies of such information, and shall remain obligated not to use, disclose, or provide such information to third parties unless and until otherwise required to do so by law.
- K. Business Associate shall incorporate any amendments or corrections to PHI when notified pursuant to applicable law.

### **3. Permitted Uses and Disclosures.**

- A. In the event that Business Associate obtains or creates PHI, Business Associate may use or disclose such PHI only if such use or disclosure is in compliance with each applicable requirement of 45 C.F.R. § 164.504(e) as follows:
  - a. Except as otherwise limited in this Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, County, provided that such use or disclosure would not violate the Privacy and Security Rules if done by County.
  - b. Except as otherwise restricted by this Contract, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. If Business Associate uses such information for the purposes set forth above, it will do so only if the disclosure is required by law or if Business Associate obtains reasonable assurances from the person(s) to whom the information is disclosed

that the information disclosed will be held confidential and will be used or further disclosed only as required by law or for the purpose for which Business Associate disclosed it to the person(s). Business Associate shall also ensure that the person(s) to whom Business Associate so discloses information notifies County of any instances of breach of confidentiality that such person is aware of.

- B. Upon termination of this Contract for any reason, Business Associate shall return or destroy all PHI received from County or created or received by Business Associate on behalf of County, including PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate may retain no copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide County notification that return or destruction of the PHI is not feasible. Upon mutual agreement of the parties, that return or destruction is not feasible; Business Associate shall extend the protections of this agreement and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible for so long as the Business Associate maintains the PHI.

**4. Application of Civil and Criminal Penalties.**

- A. If Business Associate violates any security provision specified above or §§ 1176 and 1177 of the Social Security Act, 42 U.S.C. §§ 1320d-5 and 1320d-6 shall apply to Business Associate with respect to such violation in the same manner that such sections apply to County if it violates such security provisions.
- B. Business Associate shall be subject to audit of its security measures by the Office of the Inspector General (“OIG”) of DHHS.

**5. Information Breach Notification Requirements.**

- A. Business Associate recognizes that County has certain reporting and disclosure obligations to the Secretary and others, including the individual, in case of a security breach of unsecured PHI. In cases in which Business Associate accesses, maintains, retains, modifies, records, stores, destroys, uses, or discloses PHI, Business Associate without unreasonable delay and in no case later than 60 days following discovery of a breach of such information shall notify County of any such breach. Such notice shall include the identification of any individual whose unsecured PHI has been or is reasonably believed to have been accessed, acquired, or disclosed during the breach.
- B. Business Associate shall be liable for the costs associated with such breach if caused by Business Associate’s negligent or willful acts or omissions or the negligent or willful acts or omissions of Business Associate’s agents, officers, employees, or subcontractors.

**6. Miscellaneous.**

- A. Business Associate shall maintain comprehensive general liability insurance throughout the term of this Contract in minimum limits of \$10,000.00 Dollars per occurrence or per claim and Two Million Dollars in the aggregate.
- B. In the event that Business Associate secures claims insurance coverage, it agrees to purchase an unlimited reporting endorsement upon the cancellation or termination of said coverage.
- C. Business Associate agrees to provide County a certificate of insurance evidencing such coverage before the effective date of this Contract and any renewals thereof.
- D. If Business Associate proposes to voluntarily cancel or not renew any existing coverage, change the carrier thereof, change the terms thereof, or reduce the limits of such coverage, Business Associate shall give written notice thereof to County, specifying the nature and proposed date of such proposed cancellation, nonrenewal, change, or reduction. If such proposed cancellation, nonrenewal, change, or reduction is not acceptable to County, within thirty (30) days after receipt of notice thereof from Business Associate, County may notify Business Associate of the termination of this Contract effective upon the date of such proposed cancellation, nonrenewal, change, or reduction.
- E. Business Associate agrees to indemnify and hold harmless County, its Board of Directors, officers, agents, employees, and personnel (hereinafter "Indemnified Party") from and against any and all claims, demands, suits, losses, causes of action, or liability that the Indemnified Party may sustain as a result of the Business Associate's breach of its duties or the indemnifying party's errors or omissions within the terms of this Contract or vicarious liability of the County for any act or conduct of the Business Associate adjudged to constitute fraud, misrepresentation, or violation of any law, including violation of any statute or regulation applicable to the conduct of the Business Associate provided pursuant to this Contract. This indemnification shall include reasonable expenses, including attorney's fees incurred by defending such claims and damages incurred because of the indemnifying party's failure to comply with applicable laws, ordinances, and regulations or for damages caused by the indemnifying party.
- F. Documents; Standards. Each party may electronically transmit to or receive from the other party any of the transaction sets listed in Appendix A and transaction sets that the parties by written agreement add to Appendix A (collectively "Documents"). All documents shall be transmitted in accordance with the standards set forth in Appendix A.
- G. Third-party Service Providers. The parties will transmit Documents electronically to each party, as specified in Appendix A, either directly or through any third-party service provider with which either party may contract. Either party may modify its election to use, not use, or change a third-party service provider upon thirty (30) days' prior written notice to the other party.
- H. Costs of Third-party Service Providers. Each party shall be responsible for the costs of any third-party service provider with which it contracts unless otherwise set forth in Appendix A.

- I. Liability for Acts of Third-party Service Providers. Each party shall be liable for the acts or omissions of its third-party service provider while transmitting, receiving, storing, or handling Documents or performing related activities for, with, to, or from such party, provided that, if both parties use the same third-party service provider to effect the transmission and receipt of a Document, the originating party shall be liable for the acts or omissions of such third-party service provider as to such Document.
- J. System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services, and testing necessary to effectively, reliably, and confidentially transmit and receive Documents.
- K. Signatures. Each party shall adopt as its signature (“Signature”) an electronic identification consisting of symbol(s) or code(s) that are to be affixed to or contained in each Document transmitted by such party. Each party agrees that any Signature of such party affixed to or contained in any transmitted Document shall be sufficient to verify that such party originated such Document. Neither party shall disclose to any unauthorized person the Signature of the other party.
- L. Proper Receipt. Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party at such party’s Receipt Counter designated in Appendix A.
- M. Verification. Upon proper receipt of any Document, the receiving party shall promptly and properly transmit a functional acknowledgment in return, unless otherwise specified in Appendix A. A functional acknowledgment shall constitute conclusive evidence that the receiving party has properly received a Document.
- N. Integrity. The parties will take reasonable measures to protect the integrity of all documents and data. Neither party will insert any virus, key locks, or other programs into the system, regardless of whether or not a dispute exists between the parties. The receiving party will return the information in usable form upon request or at the end of the contract.
- O. Business Associate agrees that County may amend this Contract from time to time to the extent required by the provisions of 42 U.S.C. §§ 1171 *et seq.*, HIPAA, the HITECH Act, and regulations promulgated thereunder to ensure that this Contract is consistent therewith.

**6. Term of Contract.**

- A. The term of the Contract shall be effective as of the effective date set forth below and shall terminate when all PHI provided by County to Business Associate or created or received by Business Associate on behalf of County is destroyed or returned to County or, if it is not feasible to return or destroy such PHI, protections are extended to such PHI in accordance with the termination provisions above.
- B. Without limiting the rights and remedies of County elsewhere set forth in this agreement or available under applicable law, County may terminate this agreement without penalty or recourse to County if County determines that Business Associate has violated a

material term of the provisions of this agreement and has not cured the breach to the satisfaction of the County, in the County's sole discretion.

**IT IS SO AGREED**

This combined Privacy and Security Business Associate Contract shall take effect the \_\_\_\_ day of \_\_\_\_\_, 2015, and is adopted and executed by:

IONIA COUNTY JAIL	BUSINESS ASSOCIATE CONCIERGE CORRECTIONS, LLC
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

**APPENDIX A****TRANSACTION SET DOCUMENT LISTINGS**

[The language below is to provide background and educate on the information parties are responsible for managing and maintaining.]

Each party will keep track of and maintain records of applicable transaction sets and document listings transmitted.

**EDI Health Care Claim Transaction set (837)** is used to submit health care claim billing information, encounter information, or both, except for retail pharmacy claims (see EDI Retail Pharmacy Claim Transaction below). Providers of health care services may send EDI to payers, either directly or via intermediary billers and claims clearinghouses. It is used to transmit health care claims and billing payment information between payers with different payment responsibilities where coordination of benefits is required or between payers and regulatory agencies to monitor the rendering, billing, and/or payment of health care services within a specific health care/insurance industry segment.

For example, a state mental health agency may mandate all healthcare claims, Providers and health plans who trade professional (medical) health care claims electronically must use the 837 Health Care Claim: Professional standard to send in claims. As there are many different business applications for the Health Care claim, there can be slight derivations to cover off claims involving unique claims such as for Institutions, Professionals, Chiropractors, and Dentists etc.

**EDI Retail Pharmacy Claim Transaction (NCPDP Telecommunications Standard version 5.1)** is used to submit retail pharmacy claims to payers by health care professionals who dispense medications, either directly or via intermediary billers and claims clearinghouses. It can also be used to transmit claims for retail pharmacy services and billing payment information between payers with different payment responsibilities where coordination of benefits is required or between payers and regulatory agencies to monitor the rendering, billing, and/or payment of retail pharmacy services within the pharmacy health care/insurance industry segment.

Parties use **EDI Health Care Claim Payment/Advice Transaction Set (835)** to make payments, send Explanations of Benefits (EOB) and providing Explanation of Payments (EOP) remittance advice, as well as to make a payment and send an EOP remittance advice only from a health insurer to a health care provider either directly or via a financial institution.

Employers, unions, government agencies, associations or insurance agencies can use **EDI Benefit Enrollment and Maintenance Set (834)** to enroll members to a payer. The payer is a healthcare organization that pays claims, administers insurance or benefit or product. Examples of payers include an insurance company, health care professional (HMO), preferred provider organization (PPO), government agency (Medicaid, Medicare etc.) or any organization that may be contracted by one of these former groups.





**LIVINGSTON COUNTY, MICHIGAN**  
**DEPARTMENT OF LIVINGSTON COUNTY JAIL**

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**150 S. Highlander Way**  
**Phone 517-540-7946 Fax 517-546-1744**  
**Web Site: [co.livingston.mi.us](http://co.livingston.mi.us)**

## Memorandum

**To: Livingston County Board of Commissioners**  
**From: Lt. Tom Cremonte**  
**Date: 02/17/2016**  
**Re: Concierge Corrections to provide asset recovery services**

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Concierge Corrections is a Lansing based company providing asset recovery services to a number of county jails throughout Michigan. Their services would supplement our current medical contract and not violate or interfere with the provisions of the contract.

We are requesting the Board allow us to enter a "Business Associate Agreement" with Concierge for them to review of our current off-site medical bills and provide a recommendation for potential cost recovery. The review will be for a period of 90 days, commencing upon approval of this resolution. This contract or agreement only allows them access to our medical records for their review. Once a determination is made as to potential for recovery on off-site care, we will need to go back to the Board for approval to enter into a specific contract for services.

Two other counties who use Concierge Services have been contacted by our county purchasing. The counties responded favorably and have recovered thousands of dollars in previously paid medical bills. A copy of the Business Associate Contract is attached.

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

**RESOLUTION**

**NO:**

**LIVINGSTON COUNTY**

**DATE:**

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**RESOLUTION APPROVING THIRD AMENDMENT TO LIVINGSTON COUNTY SEWAGE DISPOSAL SYSTEM (VILLAGE OF FOWLerville/TOWNSHIP OF HANDY) 2005 IMPROVEMENTS AND EXTENSIONS CONTRACT**

**WHEREAS,** pursuant to the provisions of Act 185, Public Acts of Michigan, 1957, as amended (“Act 185”), the County, acting through the BPW, the Village of Fowlerville (the “Village”) and the Township have entered into the Livingston County Sewage Disposal System (Village of Fowlerville/Township of Handy) 2005 Improvements and Extensions Contract, dated as of June 1, 2005, as amended by (i) the First Amendment to Livingston County Sewage Disposal System (Village of Fowlerville/Township of Handy) 2005 Improvements and Extensions Contract, dated as of October 1, 2005 and (ii) the Second Amendment to Livingston County Sewage Disposal System (Village of Fowlerville/Township of Handy) 2005 Improvements and Extensions Contract (the “Second Amendment”), dated as of December 1, 2012 (as amended, the “Contract”), in respect of the acquisition, construction and financing of improvements to the existing wastewater treatment facility of the Village’s sewage disposal system and various improvements and extensions to be connected to the existing sewage disposal system of the Village (collectively, the “Project;” that portion of the Project to be paid for by the Village is hereinafter referred to as the “Village Project” and that portion of the Project to be paid for by the Township is hereinafter referred to as the “Township Project”); and

**WHEREAS,** pursuant to the Contract, the County issued (i) one series of its bonds in the aggregate amount of \$3,200,000 to provide funds to pay the cost of the Village Project and (ii) one series of its bonds in the aggregate amount of \$5,060,000 to provide funds to pay the cost of the Township Project (the “Township Project Bonds”); and

**WHEREAS,** the Township Project consisted of, among other things, a sanitary sewer extension beginning at the end of the existing Village collection system located on National Road in the Village just east of Gregory Road, then running west along National Road to Gregory Road, then north along Gregory Road to Grand River Avenue, and then west approximately 10,000 feet along Grand River Avenue (collectively, the “Grand River Sewer Extension”); and

**WHEREAS,** the BPW entered into various contracts with construction contractors for the construction of the Grand River Sewer Extension; and

**WHEREAS,** the Grand River Sewer Extension has not been completed to date and there remains to be completed approximately 1,000 feet of gravity sewer and approximately 1,400 feet of forcemain; and

**WHEREAS,** pursuant to the Second Amendment, the County agreed to advance from its available funds to the Township an amount not to exceed \$475,000 to pay the cost of completing the Grand River Sewer Extension and to be repaid by the Township as provided therein; and

**WHEREAS,** approximately \$45,000 was advanced by the County in furtherance of completing the Grand River Sewer Extension, but after receiving construction bids for completion of the Grand River Sewer Extension which exceeded the engineer's estimate, the County and the Township determined not to proceed with completing the Grand River Sewer Extension; and

**WHEREAS,** subsequently the Township purchased a majority of the parcels that were to have been served by the Grand River Sewer Extension and also entered into settlement agreements, at a cost of approximately \$58,000, with owners of property that had been specially assessed for the cost of sewer service that was to have been provided by the Grand River Sewer Extension; and

**WHEREAS,** in 2014, the County also settled litigation it had commenced against one of the contractors for the Grand River Sewer Extension and after the payment of legal fees and other expenses of such litigation, there remains approximately \$58,000 from the proceeds of such settlement (the "Remaining Proceeds"); and

**WHEREAS,** as a result of (i) changes in the proposed development in the area that was to have been serviced by the Grand River Sewer Extension, (ii) Township ownership of a majority of the parcels that were to have been serviced by the Grand River Sewer Extension and (iii) the aforementioned settlement agreements with owners of property that had been specially assessed for the cost of sewer service that was to have been provided by the Grand River Sewer Extension, the Township does not wish to proceed with the completion of the Grand River Sewer Extension; and

**WHEREAS,** the Township has expended in excess of \$417,000 of its own funds in an attempt to complete the Grand River Sewer Extension and has requested that the County send the Remaining Proceeds to the Township; and

**WHEREAS,** there has been presented to this Township Board a proposed Third Amendment to Livingston County Sewage Disposal System (Village of Fowlerville/Township of Handy) 2005 Improvements and Extensions Contract, dated as of February 1, 2016, between the County, acting through the BPW, and the Township (the "Third Amendment"), pursuant to which the Township Project will be closed out and the Township will receive the Remaining Proceeds, all as more fully set forth therein.

**THEREFORE, BE IT RESOLVED** as follows:

1. APPROVAL OF THIRD AMENDMENT. The Third Amendment, in the form presented to this meeting, is approved and the Board of Public Works, by its Chairman and its

Secretary, is authorized and directed to execute and deliver the Third Amendment on behalf of the County, in as many counterparts as may be deemed advisable, after the Third Amendment has been executed by the appropriate officials of the Township.

2. CONFLICTING RESOLUTIONS. All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

\* \* \*

**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: [www.livgov.com](http://www.livgov.com)

## Memorandum

**To: Livingston County Board of Commissioners**

**From: Brian Jonckheere**

**Date: 02/17/16**

**Re: Resolution Approving Third Amendment to the Livingston County  
Sewage disposal System (Village of Fowlerville/ Township of Handy) 2005  
Improvements and Extensions Contract**

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### Project Summary

The Grand River Avenue Pump Station and Sanitary Sewer Extension project, as originally approved by the Board of Public Works (BPW), included installing approximately 10,000 feet of sanitary sewer with a pumping station and other incidentals. The contract was awarded to the Rothenberger Company, Inc., in November of 2005, who proceeded to work successfully on the project until an electromagnetic interference problem was encountered at the intersection of Nicholson Road and Grand River Avenue. Ultimately, it was determined that the best course of action was to “terminate for convenience” the remainder of the project from Rothenberger Company. The BPW contracted with a company specializing in laser directional drilling to complete the crossing of the intersection in June of 2007. Following successful completion of this work, the BPW solicited bids for the remainder of the sanitary sewer installation, which was awarded to Northline Excavating of Taylor, Michigan.

Northline Excavating proved to be challenged by the project in many ways. Northline subsequently abandoned the project and left a deep, open excavation with an exposed high pressure gas line in close proximity to a heavily traveled roadway. Another contractor, Rainbow Construction, was brought in to complete the unfinished work and to restore the site, which took

them approximately two weeks to complete in the summer of 2008. The funds were not available to complete the project at that time, which consisted of approximately 1,000 feet of gravity sewer and approximately 1,400 of forcemain. To date, no further construction has happened. Via the Second Amendment to this Agreement, funds in the amount not to exceed \$475,000 were advanced from the County's funds to pay for the cost of completing the Grand River Sewer Extension. Approximately \$45,000 for the redesign engineering and bidding was advanced by the County to the Township to complete the project, but after receiving construction bids in 2013, which exceeded the engineer's estimates, the parties agreed not to proceed with completing the Grand River Sewer Extension at that time.

### **Project Update**

In 2014, the litigation between all the parties ended with Hanover Insurance Company settling to pay Livingston County \$140,000. A major portion of these funds were used to pay legal expenses and other costs and currently there remains approximately \$58,000 in the construction fund. Subsequently, three significant events have occurred since this time:

- There have been changes in the proposed development in the area that was to be serviced by the West Grand River Sewer Extension
- Handy Township now has ownership of the majority of the parcels that were to have been serviced by the West Grand River Sewer Extension
- Settlement agreements have been reached between Handy Township and the owners of property that had been specially assessed for the cost of sewer service that was to have been provided by the West Grand River Sewer Extension

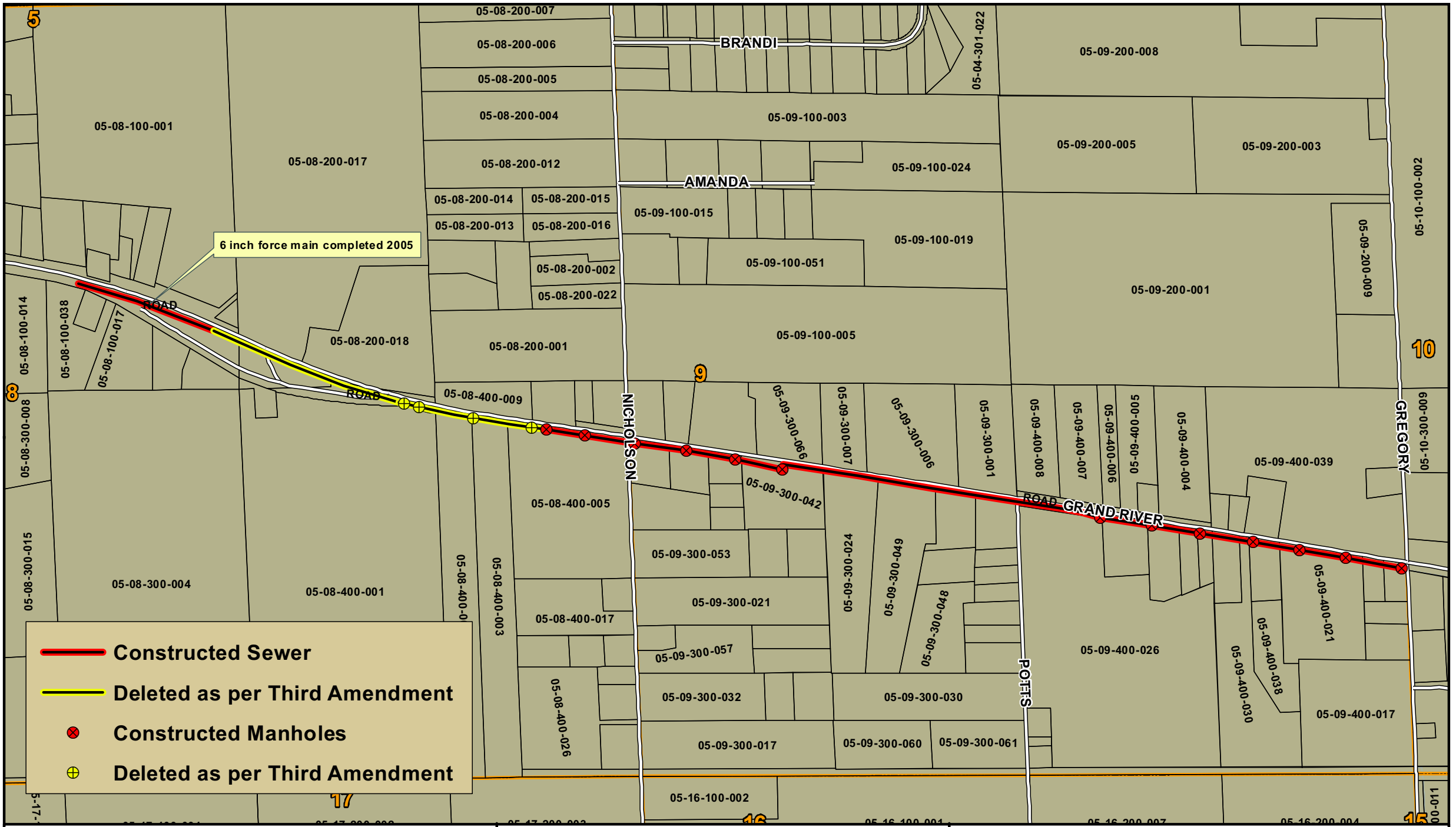
### **Proposed Plan of Action**





The Livingston County Board of Public Works and Handy Township have decided that the remaining portion of the West Grand River Sewer Extension, as originally planned in the 2005 Agreement, shall not be completed, and that the portion of the project to be located along Grand River Avenue shall consist of the existing sanitary sewer collection facilities that have been constructed to date, as shown in the map attached as Exhibit A. The Livingston County Board of Public Works also recommends that the remaining portion of the funds in the construction account (approximately \$58,000) be remitted to the Township promptly after this Third Amendment becomes effective.

Handy Township will be considering the Third Amendment at an upcoming meeting. Also, while they are not a party to this Third Amendment, the Village of Fowlerville must give its consent as this is a modification of the original 2005 agreement.

Based upon the above, I am respectfully requesting your passage of the attached resolution.

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



	<b>Constructed Sewer</b>
	<b>Deleted as per Third Amendment</b>
	<b>Constructed Manholes</b>
	<b>Deleted as per Third Amendment</b>



Livingston County Drain Commissioner  
 2300 E Grand River  
 Howell, Mi. 48843  
 Printed February 3, 2016

## Exhibit A to Third Amendment West Grand River Sanitary Sewer Extension-Handy Township



1 inch = 600 feet

At a regular meeting of the Board of Public Works of Livingston County, Michigan, held on February 4, 2016.

PRESENT: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_

The following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

RESOLUTION RECOMMENDING BOARD OF COMMISSIONERS OF  
LIVINGSTON COUNTY ADOPT RESOLUTION APPROVING THIRD AMENDMENT TO  
LIVINGSTON COUNTY SEWAGE DISPOSAL SYSTEM (VILLAGE OF  
FOWLerville/TOWNSHIP OF HANDY) 2005 IMPROVEMENTS AND EXTENSIONS  
CONTRACT

WHEREAS, the County of Livingston (the "County"), by resolution of its Board of Commissioners, has established a Department of Public Works for the administration of the powers conferred upon the County by Act 185 of the Michigan Public Acts of 1957, as amended ("Act 185"), which Department is administered by the Board of Public Works (the "Board"), under the general control of the Board of Commissioners; and

WHEREAS, pursuant to the provisions of Act 185, the County, acting through the Board, Village of Fowlerville (the "Village") and the Township have entered into the Livingston County Sewage Disposal System (Village of Fowlerville/Township of Handy) 2005 Improvements and Extensions Contract, dated as of June 1, 2005, as amended by (i) the First Amendment to Livingston County Sewage Disposal System (Village of Fowlerville/Township of Handy) 2005 Improvements and Extensions Contract, dated as of October 1, 2005 and (ii) the Second Amendment to Livingston County Sewage Disposal System (Village of Fowlerville/Township of Handy) 2005 Improvements and Extensions Contract (the "Second Amendment"), dated as of December 1, 2012 (as amended, the "Contract"), in respect of the acquisition, construction and financing of improvements to the existing wastewater treatment facility of the Village's sewage disposal system and various improvements and extensions to be connected to the existing sewage disposal system of the Village (collectively, the "Project;" that portion of the Project to be paid for by the Village is hereinafter referred to as the "Village Project" and that portion of the Project to be paid for by the Township is hereinafter referred to as the "Township Project"); and

WHEREAS, pursuant to the Contract, the County issued (i) one series of its bonds in the aggregate amount of \$3,200,000 to provide funds to pay the cost of the Village Project and (ii) one series of its bonds in the aggregate amount of \$5,060,000 to provide funds to pay the cost of the Township Project (the "Township Project Bonds"); and



WHEREAS, the Township Project consisted of, among other things, a sanitary sewer extension beginning at the end of the existing Village collection system located on National Road in the Village just east of Gregory Road, then running west along National Road to Gregory Road, then north along Gregory Road to Grand River Avenue, and then west approximately 10,000 feet along Grand River Avenue (collectively, the “Grand River Sewer Extension”); and

WHEREAS, the BPW entered into various contracts with construction contractors for the construction of the Grand River Sewer Extension; and

WHEREAS, the Grand River Sewer Extension has not been completed to date and there remains to be completed approximately 1,000 feet of gravity sewer and approximately 1,400 feet of forcemain; and

WHEREAS, pursuant to the Second Amendment, the County agreed to advance from its available funds to the Township an amount not to exceed \$475,000 to pay the cost of completing the Grand River Sewer Extension and to be repaid by the Township as provided therein; and

WHEREAS, approximately \$45,000 was advanced by the County in furtherance of completing the Grand River Sewer Extension, but after receiving construction bids for completion of the Grand River Sewer Extension which exceeded the engineer’s estimate, the County and the Township determined not to proceed with completing the Grand River Sewer Extension; and

WHEREAS, subsequently the Township purchased a majority of the parcels that were to have been served by the Grand River Sewer Extension and also entered into settlement agreements, at a cost of approximately \$58,000, with owners of property that had been specially assessed for the cost of sewer service that was to have been provided by the Grand River Sewer Extension; and

WHEREAS, in 2014, the County also settled litigation it had commenced against one of the contractors for the Grand River Sewer Extension and after the payment of legal fees and other expenses of such litigation, there remains approximately \$58,000 from the proceeds of such settlement (the “Remaining Proceeds”); and

WHEREAS, as a result of (i) changes in the proposed development in the area that was to have been serviced by the Grand River Sewer Extension, (ii) Township ownership of a majority of the parcels that were to have been serviced by the Grand River Sewer Extension and (iii) the aforementioned settlement agreements with owners of property that had been specially assessed for the cost of sewer service that was to have been provided by the Grand River Sewer Extension, the Township does not wish to proceed with the completion of the Grand River Sewer Extension; and

WHEREAS, the Township has expended in excess of \$417,000 of its own funds in an attempt to complete the Grand River Sewer Extension and has requested that the County send the Remaining Proceeds to the Township; and

WHEREAS, there has been presented to this Board a proposed Third Amendment to Livingston County Sewage Disposal System (Village of Fowlerville/Township of Handy) 2005 Improvements and Extensions Contract, dated as of February 1, 2016, between the County, acting through the BPW, and the Township (the "Third Amendment"), pursuant to which the Township Project will be closed out and the Township will receive the Remaining Proceeds, all as more fully set forth therein.

BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE COUNTY OF LIVINGSTON, as follows:

1. The Third Amendment, in the form presented to this meeting, is approved.
2. The proposed resolution of the Board of Commissioners of the County approving the Third Amendment, in the form presented to this meeting, is approved, and the Secretary is authorized to submit the same to the Board of Commissioners with the recommendation that the same be adopted.
3. All resolutions and parts of resolutions, insofar as the same may be in conflict herewith, are rescinded.

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN        )  
  )ss  
COUNTY OF LIVINGSTON )

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Livingston County Board of Public Works held on February 4, 2016, the original of which resolution is on file in my office. I further certify that notice of said meeting was given in accordance with the Open Meetings Act.

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Secretary  
Livingston County Board of Public Works

**THIRD AMENDMENT TO  
LIVINGSTON COUNTY SEWAGE DISPOSAL SYSTEM  
(VILLAGE OF FOWLerville/TOWNSHIP OF HANDY)  
2005 IMPROVEMENTS AND EXTENSIONS CONTRACT**

THIS THIRD AMENDMENT TO CONTRACT (“Third Amendment”) is made as of February 1, 2016, by and between the COUNTY OF LIVINGSTON, a Michigan county (the “County”), by and through its Board of Public Works (the “BPW”), and the TOWNSHIP OF HANDY (the “Township”), a Michigan general law township located in the County.

**WITNESSETH:**

WHEREAS, pursuant to the provisions of Act 185, Public Acts of Michigan, 1957, as amended (“Act 185”), the County, acting through the BPW, the Village of Fowlerville (the “Village”) and the Township have entered into the Livingston County Sewage Disposal System (Village of Fowlerville/Township of Handy) 2005 Improvements and Extensions Contract, dated as of June 1, 2005, as amended by (i) the First Amendment to Livingston County Sewage Disposal System (Village of Fowlerville/Township of Handy) 2005 Improvements and Extensions Contract, dated as of October 1, 2005 and (ii) the Second Amendment to Livingston County Sewage Disposal System (Village of Fowlerville/Township of Handy) 2005 Improvements and Extensions Contract (the “Second Amendment”), dated as of December 1, 2012 (as amended, the “Contract”), in respect of the acquisition, construction and financing of improvements to the existing wastewater treatment facility of the Village’s sewage disposal system and various improvements and extensions to be connected to the existing sewage disposal system of the Village (collectively, the “Project;” that portion of the Project to be paid for by the Village is hereinafter referred to as the “Village Project” and that portion of the Project to be paid for by the Township is hereinafter referred to as the “Township Project”); and

WHEREAS, pursuant to the Contract, the County issued (i) one series of its bonds in the aggregate amount of \$3,200,000 to provide funds to pay the cost of the Village Project and (ii) one series of its bonds in the aggregate amount of \$5,060,000 to provide funds to pay the cost of the Township Project (the “Township Project Bonds”); and

WHEREAS, the Township Project consisted of, among other things, a sanitary sewer extension beginning at the end of the existing Village collection system located on National Road in the Village just east of Gregory Road, then running west along National Road to Gregory Road, then north along Gregory Road to Grand River Avenue, and then west approximately 10,000 feet along Grand River Avenue (collectively, the “Grand River Sewer Extension”); and

WHEREAS, the BPW entered into various contracts with construction contractors for the construction of the Grand River Sewer Extension; and

WHEREAS, the Grand River Sewer Extension has not been completed to date and there remains to be completed approximately 1,000 feet of gravity sewer and approximately 1,400 feet of forcemain; and

WHEREAS, pursuant to the Second Amendment, the County agreed to advance from its available funds to the Township an amount not to exceed \$475,000 to pay the cost of completing the Grand River Sewer Extension and to be repaid by the Township as provided therein; and

WHEREAS, approximately \$45,000 was advanced by the County in furtherance of completing the Grand River Sewer Extension, but after receiving construction bids for completion of the Grand River Sewer Extension which exceeded the engineer's estimate, the parties determined not to proceed with completing the Grand River Sewer Extension; and

WHEREAS, subsequently the Township purchased a majority of the parcels that were to have been served by the Grand River Sewer Extension and also entered into settlement agreements, at a cost of approximately \$58,000, with owners of property that had been specially assessed for the cost of sewer service that was to have been provided by the Grand River Sewer Extension; and

WHEREAS, in 2014, the County also settled litigation it had commenced against one of the contractors for the Grand River Sewer Extension and after the payment of legal fees and other expenses of such litigation, there remains approximately \$58,000 from the proceeds of such settlement (the "Remaining Proceeds"); and

WHEREAS, as a result of (i) changes in the proposed development in the area that was to have been serviced by the Grand River Sewer Extension, (ii) Township ownership of a majority of the parcels that were to have been serviced by the Grand River Sewer Extension and (iii) the aforementioned settlement agreements with owners of property that had been specially assessed for the cost of sewer service that was to have been provided by the Grand River Sewer Extension, the Township does not wish to proceed with the completion of the Grand River Sewer Extension; and

WHEREAS, the Township has expended in excess of \$417,000 of its own funds in an attempt to complete the Grand River Sewer Extension and has requested that the County send the Remaining Proceeds to the Township; and

WHEREAS, it is therefore necessary to supplement and further amend the Contract as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows.

1. Supplement and Amendment to Contract. The Contract is supplemented and amended by adding the following new Section 43:

"43. The County and the Township agree that the remaining portion of the Grand River Sewer Extension as originally contemplated in the Contract shall not be completed and that the portion of the Township Project to be located along Grand River Avenue shall consist of the existing sanitary sewer collection facilities that have been

constructed to date, as shown in the map attached hereto as Exhibit A. The County and the Township further agree that the Remaining Proceeds shall be remitted by the County to the Township promptly after this Third Amendment becomes effective.”

2. Definitions. Capitalized terms not otherwise defined in this Third Amendment shall have the meaning given to such terms in the Contract.

3. Effective Date. This Third Amendment shall become effective upon approval by the Village Council of the Village, by the Township Board of the Township, by the Board of Public Works of the County, and by the Board of Commissioners of the County, and when duly executed by the Supervisor and Clerk of the Township, and by the Chairman and Secretary of the Board of Public Works for and on behalf of the County. This Third Amendment may be executed in several counterparts.

4. Ratification of Contract. The Contract, as supplemented and amended by this Third Amendment, is hereby ratified and confirmed. To the extent of any conflict between the Contract and this Third Amendment, the provisions of this Third Amendment shall control.

5. Modifications, Amendments. Modifications, amendments or waivers of any provision of this Third Amendment may be made only by the written mutual consent of the County and the Township.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Contract to be executed as of the date and year first above written.

COUNTY OF LIVINGSTON  
By Its BOARD OF PUBLIC WORKS

By: \_\_\_\_\_  
Its: Chairman

By: \_\_\_\_\_  
Its: Secretary

TOWNSHIP OF HANDY

By: \_\_\_\_\_  
Its: Supervisor

By: \_\_\_\_\_  
Its: Clerk

**RESOLUTION**

**NO:**

**LIVINGSTON COUNTY**

**DATE:**

**RESOLUTION AUTHORIZING A BUDGET AMENDMENT TO THE FISCAL-YEAR 2016 BUDGET - Administration / Finance / Board**

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

**WHEREAS,** the proposed amendment recognizes projects that were approved and funds encumbered in the MUNIS ERP financial system through a Purchase Order in Fiscal Year 2015 but not fully completed by year end; and

**WHEREAS,** as part of the normal year end closing process the County’s ERP system will automatically roll over any outstanding purchase orders to the next fiscal year and do a corresponding budget amendment to adjust the applicable departments and accounts to accommodate the purchase; and

**WHEREAS,** the outstanding purchase orders from 2015 include three (3) buses ordered in October 2015 from LETS that have yet to be received as well as some outstanding equipment for the jail expansion and renovation project.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners authorizes an amendment to the FiscalYear 2016 Budget as illustrated below:

FUND	APPROVED 2016 BUDGET	PROPOSED AMENDMENT	2016 AMENDED BUDGET
588 - LETS	\$ 3,345,676	\$ 353,188	\$ 3,698,864

Construction Funds PO Roll Overs	2015 PO Amount Remaining
466 - Jail Expansion	\$ 2,597
467 - Jail Renovation	\$ 22,405

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

# # #

**MOVED:**

**SECONDED:**





**304 E. Grand River Ave, Howell, MI, 48843**  
**Phone 517-546-3669 Fax 517-546-7266**  
**Web Site: [www.livgov.com/administration](http://www.livgov.com/administration)**

# Memorandum

**To: Livingston County Board of Commissioners**  
**From: Cindy Catanach, Deputy County Administrator/Financial Officer**  
**Date: February 19, 2016**  
**Re: Fiscal-Year 2016 Budget Amendment – 2015 PO Roll Overs**

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Attached for your review and consideration is a resolution to approve a budget amendment for 2015 open Purchase Orders that will be rolled into FY 2016. These purchase orders are for equipment that was authorized in 2015 but were not received before year end and include three buses for LETS and equipment for the Jail Expansion/Renovation project. The full list with descriptions is attached under this resolution in SharePoint.

As part of the year end closing in the County financial system, any open purchase orders will be rolled over to 2016. This roll over creates a system generated budget amendment. This year the Purchasing Department was able to work with Departments and close out all but the attached purchase orders.

If you have any questions please feel free to contact me to discuss.

# Livingston County, Michigan



02/19/2016 09:06  
robertab

Livingston County  
OPEN PURCHASE ORDERS BY ACCOUNT  
GROUPED BY FUND

P 1  
poreport

DATE RANGE: 01/01/2015 TO 12/31/2015 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Line Description
DETAILS FOR ACCOUNT: 466-60-48-970-97000-0000-974000- EQUIPMENT/MACHINERY PURCHASE							
15001387	001	000013	TELECOM TECHNICIANS INC	11/10/15	2,596.12	2,596.12	IT EQUIPMENT - JAIL EXPANSION 201
					2,596.12	2,596.12	
TOTALS FOR FUND: 466 CORRECTIONS FACILITY CONSTRUCT 2,596.12 2,596.12							
DETAILS FOR ACCOUNT: 467-60-48-970-97000-0000-976000- FURNITURE PURCHASE							
15000951	002	015910	MARXMODA, INC	07/27/15	52,488.00	22,404.86	FURNITURE FOR PHASE 2 - JAIL RENO
					52,488.00	22,404.86	
TOTALS FOR FUND: 467 JAIL RENOVATION FUND 52,488.00 22,404.86							
DETAILS FOR ACCOUNT: 588-60-88-538-53800-0000-975000- VEHICLE PURCHASE							
15001373	001	001356	MOBILITY TRANSPORTATION	11/06/15	164,518.00	164,518.00	TWO (2) CHAMPION PROPANE CUTAWAY
15001377	001	010191	HOEKSTRA TRANSPORATION INC	11/06/15	96,938.00	96,938.00	ONE (1) ELDORADO NATIONAL MEDIUM-
15001377	002	010191	HOEKSTRA TRANSPORATION INC	11/06/15	91,732.00	91,732.00	ONE (1) ELDORADO NATIONAL MEDIUM-
					353,188.00	353,188.00	
TOTALS FOR FUND: 588 TRANSPORTATION SYSTEM 353,188.00 353,188.00							
Grand Totals:					408,272.12	378,188.98	

\*\* END OF REPORT - Generated by Roberta Bennett \*\*

**RESOLUTION**

**NO:**

**LIVINGSTON COUNTY**

**DATE:**

**RESOLUTION AUTHORIZING A BUDGET AMENDMENT TO THE FISCAL-YEAR 2016 BUDGET - Administration / Finance / Board**

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

**WHEREAS,** the proposed amendment recognizes projects that were approved in 2015 but goods were not ordered or services were not received before year end; and

**WHEREAS,** rather than roll the purchase orders over, these approved project purchase orders were liquidated in 2015 and will be reissued as 2016 purchase orders under the same departments and accounts as they were authorized in 2015; and

**WHEREAS,** the projects include furniture and labor needs for the back-up center at the EMS Public Safety Complex; outstanding needs for the Building Department renovation; and services, furniture and equipment related to the Drain and Health Department renovations; and

**WHEREAS,** the jail renovation project, authorized under Resolution 2014-07-227, is still in process and of the \$2.5 million of General Fund dollars authorized, a balance of \$1.28 million remains that needs to be transferred from GF to Fund 467 to complete the project.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners authorizes an amendment to the Fiscal Year 2016 Budget as illustrated below:

FUND	APPROVED 2016 BUDGET	PROPOSED AMENDMENT	2016 AMENDED BUDGET
101 - General Fund (trans to F467)	\$ 43,878,541	\$ 1,380,380	\$ 45,258,921
10127500 - Drain	\$ 2,000,046	\$ 98,317	\$ 2,098,363
221 - Health	\$ 3,639,470	\$ 86,683	\$ 3,726,153
261 - 911 Central Dispatch	\$ 4,099,386	\$ 30,959	\$ 4,130,345
542 - Building & Safety	\$ 2,425,797	\$ 42,409	\$ 2,468,206

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

# # #

**MOVED:  
SECONDED:  
CARRIED:**

Fund Description	Org Code	Object Code	Account Description	Resolution #	Ordered Amount	Open Amount	Item Description
911 CENTRAL DISPATCH	26132500	747000	SUPPLIES - OPERATING EQUIPMENT	PO	21,766.03	21,766.03	FURNITURE 911 BACK-UP CENTER @ EMS COMPLEX
911 CENTRAL DISPATCH	26132500	747000	SUPPLIES - OPERATING EQUIPMENT	PO	3,165.00	3,165.00	FURN LABOR BACK-UP CENTER @ EMS COMPLEX
911 CENTRAL DISPATCH	26132500	747000	SUPPLIES - OPERATING EQUIPMENT	PO	6,027.79	6,027.79	ELECTRICAL - 911 BACKUP CENTER @ EMS COMPLEX
						<b>\$ 30,958.82</b>	
BUILDING & SAFETY FUND	54237100	930000	BUILDING REPAIR AND MAINTENANC	2015-08-179	15,720.00	441.60	CARPET TILE DEMO AND DISPOSAL
BUILDING & SAFETY FUND	54237100	930000	BUILDING REPAIR AND MAINTENANC	2015-08-179	2,016.00	504.00	CARPET TILE INSTALL WITH ADHESIVE
BUILDING & SAFETY FUND	54237100	930000	BUILDING REPAIR AND MAINTENANC	2015-08-179	1,516.80	379.20	VINYL WALL BASE INSTALL INCLUDING
BUILDING & SAFETY FUND	54237100	930000	BUILDING REPAIR AND MAINTENANC	2015-08-179	367.50	91.87	FLOOR PREP INCLUDING MATERIAL AND
BUILDING & SAFETY FUND	54237100	930000	BUILDING REPAIR AND MAINTENANC	2015-08-179	1,000.00	1,000.00	AFTER HOURS WORK
BUILDING & SAFETY FUND	54237100	930000	BUILDING REPAIR AND MAINTENANC	2015-08-179	2,500.00	2,500.00	FURNITURE LIFT OR MOVING
BUILDING & SAFETY FUND	54237100	976000	FURNITURE PURCHASE	2015-08-179	6,713.66	6,713.66	HERMAN MILLER OFFICE FURNITURE
Building Department	54237100	976000	FURNITURE PURCHASE	2015-08-179		30,778.00	HERMAN MILLER OFFICE FURNITURE
						<b>\$ 42,408.33</b>	
Drain	10127500	976000	FURNITURE PURCHASE	2015-10-202		<b>\$ 98,317</b>	HERMAN MILLER OFFICE FURNITURE
Health Department	22160100	976000	FURNITURE PURCHASE	2015-10-202		<b>\$ 86,683.0</b>	HERMAN MILLER OFFICE FURNITURE
						<b>\$ 258,367.15</b>	



**304 E. Grand River Ave, Howell, MI, 48843**  
**Phone 517-546-3669 Fax 517-546-7266**  
**Web Site: [www.livgov.com/administration](http://www.livgov.com/administration)**

# Memorandum

**To: Livingston County Board of Commissioners**  
**From: Cindy Catanach, Deputy County Administrator/Financial Officer**  
**Date: February 19, 2016**  
**Re: Fiscal-Year 2016 Budget Amendment – 2015 Liquidated POs**  
**Reissued as 2016 POs**

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Attached for your review and consideration is a resolution to approve a budget amendment for projects that were authorized in 2015 where services or equipment were not received before year end. The projects were approved in 2015 but since they were not completed the funds remain in 2015. This budget amendment will recognize those projects and adjust the 2016 budget under the same department and accounts as they were authorized in 2015.

The projects that are included in this include:

- Furniture and labor for the back-up center at the EMS Complex
- Outstanding needs for the Building Department Renovation project
- Drain Department Renovation
- Health Department Renovation

Also included in this amendment is the balance remaining of the original \$2.5 million of General Fund dollars authorized in 2014 to be appropriated to the Jail renovation project that which is expected to be completed in 2016.

If you have any questions please feel free to contact me to discuss.