

PUBLIC SAFETY and INFRASTRUCTURE & DEVELOPMENT

8/25/2014

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

7:30 PM

AGENDA

- 1. CALL MEETING TO ORDER**
- 2. APPROVAL OF MINUTES**
Minutes of Meeting Dated: July 28, 2014
- 3. APPROVAL OF AGENDA**
- 4. REPORTS**
- 5. CALL TO THE PUBLIC**
- 6. RESOLUTIONS FOR CONSIDERATION:**

07 Sheriff
RESOLUTION AUTHORIZING A BUDGET AMENDMENT

08 Sheriff
RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO ENTER INTO A CONTRACT WITH THE STATE OF MICHIGAN, OFFICE OF HIGHWAY SAFETY PLANNING

09 Jail
RESOLUTION FOR THE AUTHORIZATION OF HIRING OF STAFF FOR THE EXPANSION OF THE COUNTY JAIL

10 Jail
RESOLUTION AUTHORIZING THE EXTENSION OF THE CONTRACT WITH ARAMARK FOR INMATE MEALS

11 Planning
RESOLUTION AUTHORIZING A PLANNING SERVICES AGREEMENT BETWEEN LIVINGSTON COUNTY DEPARTMENT OF PLANNING AND CONWAY TOWNSHIP FOR THE PREPARATION OF ZONING ORDINANCE, GENERAL LAW ORDINANCE AND MASTER PLAN LANGUAGE

12 Planning
PROPOSED COURTHOUSE AMPHITHEATER IMPROVEMENTS

13. CALL TO THE PUBLIC

14. ADJOURNMENT

MEETING MINUTES

LIVINGSTON COUNTY

JULY 28, 2014 - 7:30 PM

ADMINISTRATION BUILDING – BOARD CHAMBERS
304 E. GRAND RIVER AVENUE, HOWELL, MI 48843

PUBLIC SAFETY & JUDICIARY COMMITTEE

DAVID DOMAS KATE LAWRENCE DON PARKER RON VANHOUTEN

OTHERS:
COMM. STEVEN WILLIAMS
COMM. DENNIS DOLAN
GARY CHILDERS

RICH MALEWICZ
TOM DARLING - WHMI
JEFF LEVEQUE

BELINDA PETERS
NATALIE HUNT
JEFF BOYD

1. **CALL TO ORDER:** Meeting called to order by: **COMM. VAN HOUTEN** at **7:31 PM**.
2. **APPROVAL OF MINUTES: MINUTES OF MEETING DATED JUNE 23, 2014:**

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

3. **APPROVAL OF AGENDA:**

MOTION TO APPROVE THE AGENDA, AS MODIFIED:
MOVED BY: LAWRENCE / SECONDED BY: PARKER
ALL IN FAVOR - MOTION PASSED

4. **REPORTS:** Jeff Boyd reported on the disabled phone service. An AT&T fiber optic cable was cut at 1800 block of Howell Road. Verizon was also on this fiber, everyone from Mason / Burkhart west. The 2-2-3 exchange was down, could not call 9-1-1 and 9-1-1 could not call in. 2-2-3 exchanges could only call other __2-2-3 numbers. Residents were notified via WHMI, Channels 6 and 7 posted the Fowlerville Fire Department telephone number. 9-1-1 staffed the station to dispatch resources. Phones were restored sometime overnight Saturday. The goal is to improve contact with AT&T. County internet was also down, causing dispatch centers to be down. Lisa Beth did an interview with channel 6, and also contacted channel 7. Rich Malewicz and Jeff Boyd will be working together to get another company to provide back-up service. Verizon has a complete disaster relief program. They are discussing this option as possible back-up.
5. **CALL TO THE PUBLIC:** NONE.

6. RESOLUTIONS for CONSIDERATION:

7. FACILITY SERVICES: RESOLUTION TO AUTHORIZE REQUEST TO USE COUNTY GROUNDS FOR A WEDDING – FACILITY SERVICES

**RECOMMEND MOTION TO: FINANCE
MOVED BY: LAWRENCE / SECONDED BY: PARKER
ALL IN FAVOR - MOTION PASSED**

8. CENTRAL DISPATCH: RESOLUTION AUTHORIZING A BUDGET AMENDMENT TO TRANSFER FUNDS FROM EQUIPMENT AND CONTRACT SERVICES TO FIXED ASSETS – 911 CENTRAL DISPATCH

**RECOMMEND MOTION TO: FINANCE
MOVED BY: LAWRENCE / SECONDED BY: PARKER
ALL IN FAVOR - MOTION PASSED**

9. SHERIFF: RESOLUTION AUTHORIZING A BUDGET AMENDMENT TO FACILITATE THE REFURBISHMENT OF THE SHERIFF’S DEPARTMENT CRIME SCENE UNIT (AMBULANCE) - SHERIFF DEPARTMENT / FINANCE

**RECOMMEND MOTION TO: FINANCE
MOVED BY: LAWRENCE / SECONDED BY: PARKER
ALL IN FAVOR - MOTION PASSED**

10. JAIL: RESOLUTION AUTHORIZING AN INCREASE IN MEDICAL HOURS FOR THE JAIL - JAIL

**RECOMMEND MOTION TO: FINANCE
MOVED BY: LAWRENCE / SECONDED BY: PARKER
ALL IN FAVOR - MOTION PASSED**

11. CALL TO THE PUBLIC: NONE.

12. ADJOURNMENT:

**MOTION TO ADJOURN AT 7:47 PM
MOVED BY: LAWRENCE / SECONDED BY: PARKER
ALL IN FAVOR - MOTION PASSED**

Respectfully Submitted

NATALIE HUNT
RECORDING SECRETARY

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING A BUDGET AMENDMENT – SHERIFF JAIL / PUBLIC SAFETY / FINANCE / BOARD

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

WHEREAS, the Jail has hired 9 individuals since the beginning of the year: and

WHEREAS, the approximate cost of outfitting a new corrections deputy is \$1,000; and

WHEREAS, the larger than anticipated number of new hires has completely depleted the jail uniform line item budget leaving a balance of \$4,000 owed in unpaid uniform costs; and

WHEREAS, the Jail anticipates it needs at least an additional \$6,000 to cover uniform needs for all employees for the balance of 2014.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves a transfer from contingency and a budget amendment in the amount of \$10,000 to increase the uniform line item for Correction Deputies uniforms for the balance of 2014.

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**MOVED:
SECONDED:
CARRIED:**



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF LIVINGSTON COUNTY SHERIFF

150 S. Highlander Way, Howell, MI 48843
Phone 517-540-7932 Fax 517-545-9627
Web Site: co.livingston.mi.us

Memorandum

To: Livingston County Board of Commissioners
From: Lt. Jeffery LeVeque
Date: 08/12/14
Re: Budget Amendment – Uniforms and Equipment

Attached for your consideration and approval is a resolution authorizing a budget amendment to cover additional costs for uniforms and equipment for new and existing corrections deputies. Originally we were budgeted \$7,500.00 in our uniform line item. This was to cover uniform needs for current staff as well as a certain amount for new hires. We received approval to hire 5 new corrections deputy positions to cover county transports. We also had some vacant spots due to attrition or transfer. We have hired 9 people to fill 7 spots so far this year at a cost of roughly \$1,000.00 per deputy. This exceeds our budgeted amount by \$2,000.00 this doesn't take into consideration other uniform/equipment needs of existing staff. We previously transferred \$3,000.00 from our inmate clothing and bedding line item to augment the uniform line item. These funds have been spent and we have an additional \$4,000.00 billed to us.

We are requesting \$3,000.00 to be returned to the Clothing and Bedding account of 745000 as well as \$4,000.00 to account 743000 to pay for the outstanding amounts billed to us. We would also like \$3,000.00 additional to account 743000 to cover uniform/equipment needs of any existing staff for the rest of the year. In conclusion, we are asking for a budget amendment of \$10,000.00.

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

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO ENTER INTO A CONTRACT WITH THE STATE OF MICHIGAN, OFFICE OF HIGHWAY SAFETY PLANNING – SHERIFF / PUBLIC SAFETY / FINANCE / BOARD

WHEREAS, the Livingston County Sheriffs’ Department wishes to continue the operation of the Secondary Road Patrol and Traffic Accident Prevention Program for state fiscal year 2015; and

WHEREAS, the County of Livingston will be receiving up to \$95,976 in reimbursement funds from the State of Michigan, Office of Highway Safety Planning for participation in the 2015 Secondary Road Patrol and Accident Prevention Program.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the submission of application to enter into a contract with the State of Michigan, Office of Highway Safety Planning wherein Livingston County will receive a maximum of \$95,976 in State reimbursement funds effective October 1, 2014 through September 30, 2015.

BE IT FURTHER RESOLVED that the Chair of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts, agreements, amendments and support documents related to the 2015 Secondary Road Patrol and Accident Prevention Program upon review by Civil Council.

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**MOVED:
SECONDED:
CARRIED:**



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING



COL. KRISTE KIBBEY ETUE
DIRECTOR

July 31, 2014

Sheriff Robert J. Bezotte
Livingston County Sheriff's Office
150 S. Highlander Way
Howell, Michigan 48843

Dear Sheriff Bezotte:

Subject: Fiscal Year 2015 SRP Application

Enclosed is the Secondary Road Patrol and Traffic Accident Prevention Program (SRP) Grant Application for FY 2015 (October 1, 2014 through September 30, 2015). Appropriate forms to certify compliance are also enclosed. The application, quarterly financial report, semi-annual program report, annual program report, and contract adjustment requests are also available on the SRP Web site at www.michigan.gov/ohsp-srp under SRP Forms.

Completed applications must be received by the Office of Highway Safety Planning (OHSP) by **September 1, 2014**. Applications received after that date may jeopardize the county's eligibility for funding. Estimated SRP program funding for FY 2015 is \$9,300,000.

Your county's allocation for FY 2015 is **\$95,976**, based upon anticipated revenue. Allocations are subject to change throughout the year based upon actual revenue collected.

Public Act 416 of 1978, as amended, requires a "Maintenance of Effort" (MOE) by the county as outlined in Section 77(1), which states, in part:

An agreement entered into under this section shall be void if the county reduces its expenditures or level of road patrol below that which the county was expending or providing immediately before October 1, 1978, unless the county is required to reduce general services because of economic conditions and is not merely reducing law enforcement services.

Livingston County's Maintenance of Effort is 15.0. County level of effort must not include positions and expenditures funded from SRP. If the number of county-funded road patrol officers is less than your MOE requirement, your application cannot be processed. Should your county subsequently come into compliance during the year, a partial year application may be submitted.

If you have any questions, please contact Julie Roth at (517) 241-2572 or Kara McCumber at (517) 241-2520.

Sincerely,

Michael L. Prince, Director
Office of Highway Safety Planning

Enclosures (6)



LIVINGSTON COUNTY SHERIFF DEPARTMENT
150 S. Highlander Way
Howell, Michigan 48843-2323
(517) 546-2440 ext. 7983
csell@livgov.com

DATE: August 6, 2014

TO: Livingston County Board of Commissioners

FROM: Sergeant Chad Sell

RE: 2015 Secondary Road Patrol Grant offered by the State of Michigan Office of Highway Safety Planning

Livingston County Sheriff Department has been invited to participate in the State of Michigan, Office of Highway Safety Planning Secondary Road Patrol and Accident Prevention Program grant for State fiscal year 2015.

The State of Michigan, Office of Highway Safety Planning has offered Livingston County Sheriff Department up to \$95,976.00 in state reimbursement funds for participation in the program.

Continued participation in this grant opportunity will allow the Sheriff to maintain two officers dedicated specifically to traffic enforcement and accident prevention within Livingston County.

The main purpose of the program is to increase traffic enforcement on secondary roads within Livingston County thereby reducing the number of traffic related incidents. The Livingston County Sheriff Department has participated in the Secondary Road Patrol and Accident Prevention Program for a number of years in the past. I am requesting that the Board of Commissioners support the submission of the application and enter into contract with the State of Michigan, Office of Highway Safety Planning for fiscal year 2015. Your support will allow the Sheriff Department to continue a vital service to our County.

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION FOR THE AUTHORIZATION OF HIRING OF STAFF FOR THE EXPANSION OF THE COUNTY JAIL – JAIL / PUBLIC SAFETY / FINANCE / BOARD

WHEREAS, with the approval of Resolution 2014-07-227 the Board of Commissioners authorized the Construction Costs for the Jail Expansion Project; and

WHEREAS, for purposes of continuity it has been proposed that the new Jail expansion will require additional staffing including 5 additional Sergeants, 12 additional Correction Deputies, 1 new Billing Specialist, and 2 additional Intake Specialists; and

WHEREAS, Resolution 2014-07-213 approved the hiring of 4 of the 12 Correction Deputies at a projected cost for the remainder of 2014 of \$96,730; and

WHEREAS, the Sheriff Department is now requesting authorization to hire the remaining positions over the next few months and early 2015 as laid out in the project staffing plan at an estimated cost for the remainder of this year of \$227,686; and

WHEREAS, the Jail expansion project was approved by the Board in July therefore operating costs for the project are not included in the current Jail budget and will require a transfer from contingency funds.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the addition of 5 Sergeants, 8 Correction Deputies, 1 Billing Specialist, and 2 Intake Specialists in the Livingston County Jail.

Position Control - Munis [Livingston County] > Position Control				
Position #	Description	Stat	CY FTE	
35100105	JAIL INTAKE SPECIALI	P	1.000	
35100106	JAIL INTAKE SPECIALI	P	1.000	
35100107	JAIL BILLING SPEC	P	1.000	
35100306	SERGEANTS	P	1.000	
35100307	SERGEANTS	P	1.000	
35100308	SERGEANTS	P	1.000	
35100309	SERGEANTS	P	1.000	
35100310	SERGEANTS	P	1.000	
35100450	CORRECTIONS OFFICER	P	1.000	
35100451	CORRECTIONS OFFICER	P	1.000	
35100452	CORRECTIONS OFFICER	P	1.000	
35100453	CORRECTIONS OFFICER	P	1.000	
35100454	CORRECTIONS OFFICER	P	1.000	
35100455	CORRECTIONS OFFICER	P	1.000	
35100456	CORRECTIONS OFFICER	P	1.000	
35100457	CORRECTIONS OFFICER	P	1.000	

CURRENT POSITIONS	
POSITION TITLE	FTEs
Lieutenants	2
Sergeants	5
Correction deputies	49
Intake specialist	2
TOTAL	58

REQUESTED POSITIONS	
POSITION TITLE	FTEs
Lieutenants	2
Sergeants	10
Correction deputies	57
Intake specialist	4
Billing specialist (new)	1
TOTAL	74

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes a transfer from General Fund Contingency to the Sheriff Department Jail in an amount not to exceed \$227,686 and the appropriate Budget Amendment(s) to effectuate the above.

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MOVED:

SECONDED:

CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Lieutenant Tom Cremonte
Date: August 19, 2014
Re: Hiring progression for the jail expansion

In preparation and planning for the expansion and renovation of the jail, we are requesting additional staff to be hired. We are requesting line staff, supervisory staff and support staff. A comprehensive staffing study was completed and reviewed by the department and MDOC and our requests are in concurrence with the recommendations. The recently secured relationship with the USMS as a way to bring additional revenue to the county also added to our need for additional supervision and a billing specialist. The need to hire staff before the projected opening in May of 2015 is necessary to have staff fully-trained and the transitional operational processes to be fully implemented prior to opening.

The department is requesting that we hire the following positions:

Five sergeants requested to be hired immediately. We request one civilian billing specialist to be hired immediately. The sergeants will be promoted from current corrections staff and backfilled by new hiring between September 2014 and March 2015, eight additional correction deputies and two booking clerks will be hired.

The cost for the additional staff is projected to be at \$1,136,180.05. The 2014 costs are not budgeted and will need to be transferred from contingency funding.

The hiring and promotional progression would be as follows:

September 2014	Promote (5) sergeants, hire (3) new correction deputies, hire (1) billing specialist
October 2014	Hire (3) new corrections deputies
November 2014	Hire (2) new corrections deputies
December 2014	Hire (2) new corrections deputies
January 2014	Hire (2) new corrections deputies
February 2014	Hire (1) new corrections deputy
March 2014	Hire (2) new intake specialists

Please contact me if you have additional questions.

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING THE EXTENSION OF THE CONTRACT WITH ARAMARK FOR INMATE MEALS – JAIL / PUBLIC SAFETY / FINANCE / BOARD

WHEREAS, The Livingston County Board of Commissioners approved resolution #2009-08-240, which authorized a contract with Aramark Correctional Services for inmate food service; and

WHEREAS, the current contract with Aramark Correctional Services will expire on September 30, 2014; and

WHEREAS, the contract bids are currently being reviewed and questions requiring legal interpretation need to be answered before a vendor can be selected; and

WHEREAS, we are asking for a two month extension of the contract until November 30, 2014 to complete the bidding process.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves this Resolution to amend Resolution #2009-08-240 to accurately reflect a two month extension of the current contract with Aramark Correctional Services to expire on November 30, 2014.

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**MOVED:
SECONDED:
CARRIED:**



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF LIVINGSTON COUNTY JAIL

150 S. Highlander Way, Howell, MI 48843
Phone 517-540-7946 Fax 517-545-9627
Web Site: co.livingston.mi.us

Memorandum

To: Livingston County Board of Commissioners
From: Lt. Tom Cremonte
Date: 8/19/2014
**Re: RESOLUTION AUTHORIZING THE EXTENSION OF THE
CONTRACT WITH ARAMARK FOR INMATE MEALS**

The Livingston County Board of Commissioners approved Resolution #2009-08-240, which authorized a contract with Aramark Correctional Services for inmate food service. The contract will expire on September 30, 2014. The contract bids are currently being reviewed. Questions requiring legal interpretation need to be answered before a vendor can be selected. We are requesting a two month extended contract to complete the bidding process.

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

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING A PLANNING SERVICES AGREEMENT BETWEEN LIVINGSTON COUNTY DEPARTMENT OF PLANNING AND CONWAY TOWNSHIP FOR THE PREPARATION OF ZONING ORDINANCE, GENERAL LAW ORDINANCE AND MASTER PLAN LANGUAGE – PLANNING DEPARTMENT / INFRASTRUCTURE & DEVELOPMENT / FINANCE / BOARD

WHEREAS, the Township of Conway, Michigan desires professional planning services in the preparation of Zoning Ordinance, General Law Ordinance and Master Plan amendments; and

WHEREAS, the Livingston County Department of Planning staff is qualified to provide the professional planning services necessary to prepare said language amendments; and

WHEREAS, the Township of Conway shall compensate Livingston County for all time spent by Department of Planning personnel in performing said services under this agreement, in accordance with Planning Department Principal Planner hourly wages at \$41.79; and

WHEREAS, this resolution has been recommended for approval by the Public Safety and Infrastructure and Development Subcommittee.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into a planning services agreement with Conway Township for the preparation of Conway Township Zoning Ordinance, General Law Ordinance and Master Plan language in accordance with Planning Department hourly wages as set forth in Exhibit “A” of this agreement for the period of September 15, 2014 through December 31, 2014, at which time it shall terminate.

BE IT FURTHER RESOLVED that the Chairman of the Board of Commissioners be authorized to sign the above-referenced contract upon preparation or approval as to form by Civil Counsel.

BE IT FURTHER RESOLVED that, upon satisfactory performance of the contract, as determined by the County Administrator, the Board Chairperson be authorized to sign a 1 year renewal as prepared or approved as to form by Civil Counsel.

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**MOVED:
SECONDED:
CARRIED:**

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 2014 by and between the COUNTY OF LIVINGSTON (hereinafter referred to as "County"), acting on behalf of the LIVINGSTON COUNTY DEPARTMENT OF PLANNING (hereinafter referred to as the "Department of Planning"), and CONWAY TOWNSHIP (hereinafter referred as the "Township") acting on behalf of the CONWAY TOWNSHIP BOARD OF TRUSTEES (hereinafter referred to as the "Board").

WITNESSETH:

WHEREAS, the Township pursuant to its authority set forth in the Michigan Planning Enabling Act (Act 33 of 2008), is seeking technical assistance of a planning expert to assist it in the preparation of Zoning Ordinance, General Law Ordinance and Master Plan language; and

WHEREAS, the County's Department of Planning is qualified to provide the technical services required in preparation of ordinance and master plan language, and the Board desires the Department of Planning to perform such services.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

FIRST: Services to be Performed by the Department of Planning. The Department of Planning shall provide technical assistance to the Planning Commission in preparing the Township's ordinance and master plan language. The services to be provided by the Department of Planning are more fully set forth in the attached Work Program, labeled Exhibit "A", which is incorporated by reference into this Agreement and made a part hereof.

SECOND: Services to be Performed by the Township. It is expressly understood and agreed by the parties hereto that the Township is solely responsible for the preparation of the Township's Zoning Ordinance, General Law Ordinances and Master Plan. The duties of the Department of Planning as set forth in Exhibit "A" are to be construed solely as assisting the Township with such ordinances and plans. The Township agrees that it shall:

- A. Provide the Department of Planning with all information, records and documentation necessary for the Department of Planning to perform the services required in Exhibit "A" as requested by the Department of Planning.
- B. Provide the Department of Planning with the necessary administrative directions relative to the tasks cited in Exhibit "A" as requested by the Department of Planning.
- C. Arrange for any required publication of and/or public meetings on the products produced pursuant to this Agreement.
- D. Provide the Department of Planning at least five (5) business days notice of any meeting at which the Department of Planning staff members are requested to attend.

- E. Have all legal documents pertaining to the preparation of the Township's ordinances and plans prepared and/or approved by the Township's attorney, e.g. legal notices, ordinances, resolutions, etc.

THIRD: Compensation. The Township shall compensate the County for all time spent by the Department of Planning personnel in performing services under this Agreement in accordance with the amount set forth in Exhibit "A".

FOURTH: Invoices. The County will submit periodic invoices to the Township. The Township shall pay the County the amount which is due and payable within forty-five (45) days of receipt of an invoice.

FIFTH: Agreement Duration. This Agreement shall become effective and performance thereon shall commence on the 15th day of September, 2014 and shall continue to the 31st day of December, 2014, at which time it shall terminate.

SIXTH: Termination of Agreement. Notwithstanding any other provisions in this Agreement to the contrary this Agreement may be terminated as follows:

- A. If the Department of Planning fails to fulfill in a timely and diligent manner its obligations under this Agreement, or if the County violates any of the covenants, agreements, or stipulations of this Agreement, the Township shall thereupon have the right to terminate this Agreement by giving written notice to the County of such termination and specifying the reasons for termination and the effective date thereof at least five (5) working days prior to the effective date of such termination. In the event of such termination, all finished and unfinished documents, maps, data and/or reports prepared by the Department of Planning shall become the Township's property.
- B. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination, specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In the event of such termination, all finished or unfinished documents and other materials shall become the Township's property.
- C. If this Agreement is terminated pursuant to the provisions of this section, the Township shall pay the County the sum which is due for services rendered by the Department of Planning as of the effective date of termination.

SEVENTH: Compliance with the Law. The parties hereto mutually agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations in performing their obligations pursuant to this Agreement.

EIGHTH: Nondiscrimination. The parties hereto, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, political affiliation or beliefs. Breach of this covenant shall be regarded as a material breach of this Agreement.

NINTH: Status of Employees. It is expressly understood and agreed that the employees, servants and agents of either of the parties to this Agreement, or those of the parties'

contractors or subcontractors, shall not be deemed to be and shall not hold themselves out as the employees, servants or agents of the other party. Each of the parties to this Agreement shall be responsible for withholding and payment of all applicable taxes, including, but not limited to income and social security taxes to the proper Federal, State and local governments for their employees. The employees of each of the parties, and those of their contractors and subcontractors, shall not be entitled to any fringe benefits otherwise provided by the other party to its employees, such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave and longevity. Each of the parties, and their contractors and subcontractors, shall carry workers' disability compensation insurance coverage for its employees, as required by law.

TENTH: Liability.

- A. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgements arising out of activities, such as direct service delivery, to be carried out by the Department of Planning's personnel in the performance of this Agreement shall be the responsibility of the County, and not the responsibility of the Township and/or Board, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Department of Planning's personnel, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the County or its elected and appointed officers and employees by statute or court decisions.
- B. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgements arising out of activities to be carried out by the Township and/or Board in the performance of this Agreement shall be the responsibility of the Township, and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of any Township and/or Board elected or appointed officer, employee or agents, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Township or their officers and employees by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Department of Planning's personnel and the Township and/or Board in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the Township and/or Board in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the County and the Township and/or Board or their elected and appointed officers and employees, respectively, by statute or court decisions.

ELEVENTH: Waivers. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

TWELFTH: Amendments or Modifications. Modifications, amendments or changes of any provision of this Agreement or the services to be performed hereunder, set forth in the FIRST and SECOND sections of this Agreement may be made only by the written mutual consent of the parties hereto.

THIRTEENTH: Assignment or Subcontracting. The parties hereto shall not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement.

FOURTEENTH: Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

FIFTEENTH: Completeness of the Agreement. This Agreement and the attached Exhibit "A" contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

SIXTEENTH: Invalid Provisions. If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.

SEVENTEENTH: Special Certification. The persons signing this Agreement on behalf of the parties hereto certify by said signatures that they are authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement on the day and year first above written.

WITNESSED BY:

COUNTY OF LIVINGSTON

Date

Carol Griffith, Chairperson
Livingston County Board of Commissioners

Date

CONWAY TOWNSHIP

BY: _____
Mike Rife, Supervisor

Date

BY: _____
Cindy Dickerson, Clerk

Approved as to Form

Robert Townsend
Cohl, Stoker, Toskey & McGlinchey, P.C.

**LIVINGSTON COUNTY DEPARTMENT OF PLANNING
PARTNERSHIP IN PLANNING
EXHIBIT "A"**

**WORK PROGRAM
CONWAY TOWNSHIP PLANNING SERVICES**

**Work Product: Draft of Oil and Gas Extraction language for the Conway Township
Zoning Ordinance, General Law Ordinance and Master Plan**

1. Draft of zoning language related to oil and gas extraction for inclusion in existing Conway Township Zoning Ordinance.
2. Draft of planning language related to oil and gas extraction for inclusion in existing Conway Township Zoning Master Plan.
3. Draft of General Law Ordinance language related to oil and gas extraction.
4. Staff assistance at Planning Commission meetings and at public hearings.
5. Provide unlimited advice and assistance through frequent contact by telephone, mail and fax.
6. Draft copies of the ordinance and planning language and a final digital version ready for printing. Costs for final printing of language after adoption and cost of public hearing notices are not included as part of this estimate.

The foregoing work program will be accomplished by the Livingston County Department of Planning at the Principal Planner hourly rate of \$41.79.

Mileage at a rate of \$.40 per mile shall also be charged for staff attendance at Conway Township public meetings.



Memorandum

To: Livingston County Board of Commissioners
From: Kathleen Kline-Hudson, Director
Date: 8/21/14
Re: Planning Services Agreement With Conway Township

The Conway Township Board of Trustees has requested that the Livingston County Department of Planning provide professional planning services in the preparation of zoning ordinance, general law ordinance and master plan language regarding oil and gas development (fracking).

The proposed language that County Planning would integrate into the various Conway Township documents mentioned above, has been drafted by Conway Township through a partnership with For Love Of Water (FLOW). FLOW has been working with Conway Township through its Local Government Ordinance Program to develop ordinance language that will regulate the ancillary industrial processes of fracking.

In the provision of these professional planning services, County Planning would be working in collaboration with the Conway Township Attorney to ensure that all ordinance and plan amendments are in compliance with all applicable federal, state and local laws, ordinances, rules and regulations pursuant to our planning services agreement.

The Livingston County Planning Commission discussed this proposed planning services agreement and scope of work at their August 20, 2014 meeting and passed a motion to forward this planning services agreement to the County Board of Commissioners for their approval and to encourage Livingston County Planning staff to explore language and funding sources regarding oil and gas development (fracking) to make this Conway Township ordinance and plan language the most cost effective it can be.

Therefore, I recommend that the Livingston County Board of Commissioners approve this opportunity to advance coordinated planning in Livingston County.

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

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION SUPPORTING THE CONCEPT OF PROPOSED HOWELL MAIN STREET DDA IMPROVEMENTS TO THE COURTHOUSE AMPHITHEATER AREA - ADMINISTRATION, FACILITY SERVICES AND PLANNING DEPARTMENT / INFRASTRUCTURE & DEVELOPMENT / FINANCE / BOARD

WHEREAS, the Howell Main Street DDA wishes to enhance the Livingston County Courthouse square as a focal point and center of activity for downtown City of Howell; and

WHEREAS, a design concept for a winter ice rink and a summer splash pad has been presented to Livingston County Administration, Facility Services and the Planning Department for their review; and

WHEREAS, this Livingston County review team finds that the proposed design concept for a winter ice rink and a summer splash pad utilizes the footprint of the existing Courthouse Amphitheater with minimal impact to the current amphitheater structure and surrounding natural landscape; and

WHEREAS, the Howell Main Street DDA plans to write grants and fundraise to gather an estimated \$375,000 total project cost for an ice rink, splash pad, anticipated contingency, architectural and related costs, with a projected early fall 2015 completion; and

WHEREAS, the Livingston County review team has encouraged the Howell Main Street DDA to involve stakeholders in this conceptual process such as the Livingston County Historical Committee and the Livingston Arts Council; and

WHEREAS, Livingston County Board of Commissioners support for these proposed improvements to the Courthouse Amphitheater area is necessary for the Howell Main Street DDA to move forward with their pursuit of local and grant funding for this \$375,000 improvement concept; and

WHEREAS, this Resolution for support in concept of proposed Howell Main Street DDA improvements to the Courthouse Amphitheater area has been recommended for approval by the Public Safety and Infrastructure & Development Committee.

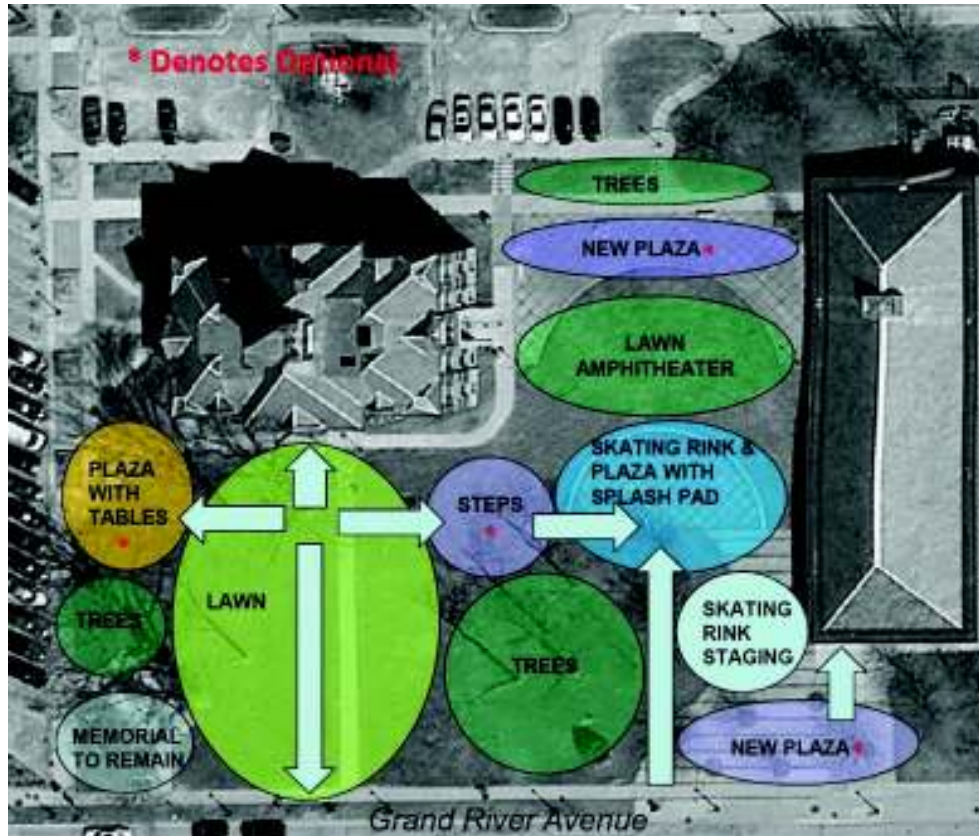
THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby supports the concept of proposed Howell Main Street DDA improvements to the Courthouse Amphitheater area.

#

**MOVED:
SECONDED:
CARRIED:**

Ice Rink Fact Sheet

PROPOSED DESIGN – 1 OF MANY ALTERNATIVES



ANTICIPATED COST

The anticipated cost for the ice rink is approximately \$200,000.00. The anticipated cost for the splash pad is approximately \$100,000.00. The anticipated contingency, architectural and related costs are \$75,000.00. The estimated total project cost is \$375,000.00. Note that this cost does not include plazas, community seating options, etc.

FUNDING MECHANISM

Funding will be from multiple sources including the Howell Main Street DDA, corporate and private sponsorship, MEDC crowdfunding grant (see reverse), fundraisers and in-kind donations. Anticipated donors include PepsiCo, Thai Summit, Diamonds Steak and Seafood, Lake Trust Credit Union, First National Bank, Cobb Hall Insurance, Datapak

TIME FRAME

Installation of a temporary ice rink for the winter of 2014-15 will be negotiated with contractors. Final project will be completed with a grand opening the end of summer 2015.



Ice Rink Fact Sheet

MEDC CROWDFUNDING

The MEDC, Michigan Municipal League and Patronicity, a Michigan-based crowdfunding platform, have recently partnered to launch the Public Spaces Community Places program to support neighborhood placemaking projects around the state.

The funds are limited available on a first come, first served basis to Michigan communities. MEDC has already stated that the proposed Howell project would be a great fit for their Public Spaces Community Places funding program.

MEDC will match up to \$100,000 in project funds per community. Communities that apply must raise the total amount of their goal within 30 days, or receive no funding. Conservative goals, as well as a united communication strategy are an important component to make the crowdfunding efforts successful.

Each individual or organization who donates, may make a donation of any size under \$10,000. Soliciting corporate sponsorships outside of the crowdfunding site will be vital to the success of the Ice Rink/Splash Pad project.

Every two weeks a committee comprised of MEDC, Michigan Municipal League and Patronicity employees will review the applications. Projects will be selected based on a number of factors including overall community impact and local financial commitment, as well as the length of time it will take to complete the project.

The Howell Main Street DDA would like to apply for these funds on the Patronicity crowdfunding platform by the end of August in an effort to ensure we are eligible for funds before they run out.

August 13, 2014 – Howell Main Street DDA





Key Issues

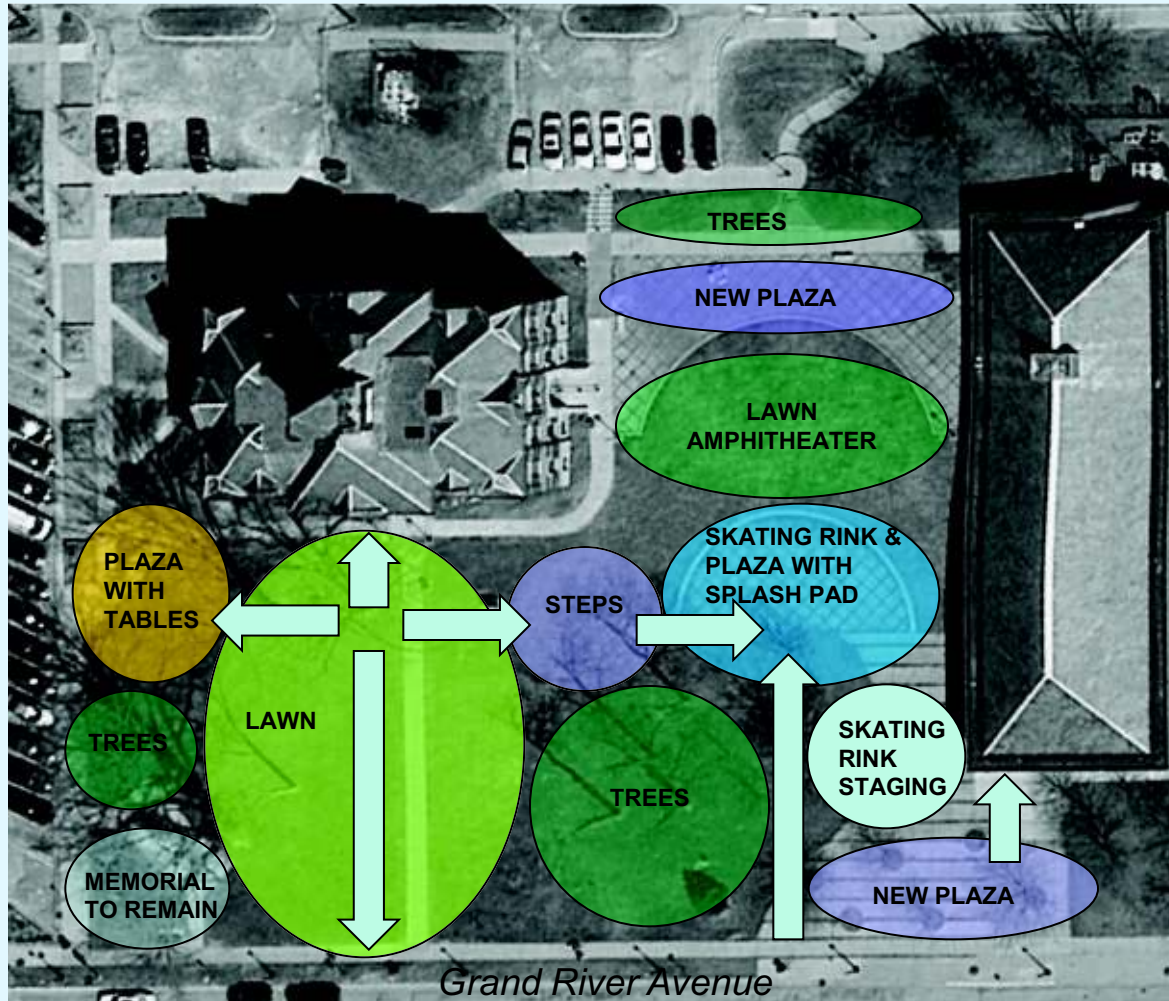
1. Existing surfaces with paving stones and “bands” of lawn are a tripping hazard and no longer provide an adequate surface.
2. Site lacks amenities for year round use.
3. Site lacks comfortable amenities such as tables and chairs for daily use.
4. Existing plaza on Grand River serves no functional purpose and the trees are in poor condition.
5. The plaza north of the amphitheater lacks shade which makes it unpleasant at times.
5. Access both visually and physically to the amphitheater plaza is poor.
6. Open lawn in front of courthouse and large mature shade trees offer fantastic green space and when combined with the backdrop of the historic architecture it makes the site a wonderful space to visit.

EXISTING CONDITIONS



Courthouse / Amphitheater

Howell Main Street DDA



IDEAL USE ANALYSIS



Courthouse / Amphitheater

Howell Main Street DDA



Summary of Proposed Improvements:

1. Create a strong visual connection between the amphitheater plaza / skating rink and the Grand River sidewalk to help draw people into the site and make the plaza seem more appealing for daily use.
2. Create an ice skating rink to provide a winter amenity to draw people to the site for both active and passive recreation.
3. Create a splash pad in the skating rink location to provide an attractive summer amenity.
4. Create a new plaza for public use along State Street where it will have a strong connection to the commercial uses in the area.
5. Provide comfortable amenities such as moveable tables and chairs in the new plaza along State Street. This will serve as a popular amenity for the downtown.
6. Preserve the open lawn and large shade trees to maintain the historic character of the site. Do not introduce any significant new vertical design elements to detract from the historic building.
7. Add trees in key areas to provide shade for heavy use areas.
8. Preserve the grove of trees, but remove poor quality trees and plant new trees so the site will have large trees in the future.
9. Provide trees along the top side of the amphitheater to provide both shade and a visual buffer between the upper amphitheater plaza and the neighborhood to the north.
10. Re construct the plaza along Grand River to meet ADA standards and to serve as a strong connection to the amphitheater / skating rink plaza. Also provide a staging area for the skating rink.
11. Add a sidewalk connection between State Street and the amphitheater plaza / skating rink and provide stairs to connect the sidewalk down to the plaza. This will help solve the erosion problem on this steep slope and create a strong connection between the State Street plaza and amphitheater plaza.

ANALYSIS SUMMARY



CONCEPT SKETCH



Courthouse / Amphitheater

Howell Main Street DDA



VISION



Memorandum

To: Livingston County Board of Commissioners
From: Kathleen Kline-Hudson, Director
Date: 8/21/14
**Re: Proposed Howell Main Street DDA Improvements to the
Courthouse Amphitheater Area**

Several years ago the Howell DDA came before the Livingston County Infrastructure & Development Committee with a proposed design concept that would greatly change the character and landscape of the Courthouse Amphitheater area. For many reasons this design concept was not pursued.

With renewed interest in this downtown Howell placemaking opportunity, the Howell Main Street DDA approached Livingston County Administration, Facility Services and Planning Department personnel to discuss ideas for an improved design concept for the Courthouse Amphitheater area. The DDA then partnered with a local engineering firm to draft a conceptual design for a winter ice rink and summer splash pad. The Livingston County review team finds that this new proposed design concept is superior to the old design concept because the existing footprint of the amphitheater is used with minimal alteration to the current amphitheater structure and the surrounding landscape.

The final design of the Courthouse Amphitheater area will require additional discussion and review, and primary stakeholders such as the Livingston County Historical Committee and the Livingston Arts Council must be involved in the process.

At this stage of the process, it is our recommendation that the Livingston County Board of Commissioners support in concept this proposed design of the Courthouse Amphitheater area so that the Howell Main Street DDA is enabled to pursue local fundraising and grant opportunities to bring this idea to fruition.

If you have any questions regarding this matter please contact County Administration or the Facility Services and Planning departments. Thank you.