

PUBLIC SAFETY AND INFRASTRUCTURE AND DEVELOPMENT COMMITTEE

AGENDA

March 26, 2018

7:30 PM

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

1. CALL MEETING TO ORDER

2. APPROVAL OF MINUTES

Minutes of Meeting Dated: February 26, 2018

3. APPROVAL OF AGENDA

4. REPORTS

5. CALL TO THE PUBLIC

6. RESOLUTIONS FOR CONSIDERATION

6.1 Central Dispatch

Resolution Recognizing the Observance of National Public Safety Telecommunicators Week, April 08-14, 2018

6.2 Sheriff

Resolution Authorizing the 2018 Michigan Medical Marihuana Operation and Oversight Grant

6.3 DPW/Solid Waste Management

Resolution Authorizing the Creation of the Livingston County Solid Waste Management Committee

6.4 Planning

Resolution to Amend Resolution 2013-03-079 Adopting the Planning Commission Ordinance

7. CALL TO THE PUBLIC

8. ADJOURNMENT

PUBLIC SAFETY AND INFRASTRUCTURE AND DEVELOPMENT COMMITTEE

MEETING MINUTES

February 26, 2018

7:30 PM

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

Present:

Kate Lawrence , Douglas G. Helzerman, Carol S. Griffith

Absent:

David J. Domas

1. CALL MEETING TO ORDER

The meeting was called to order by Comm. Kate Lawrence at 7:30 p.m.

2. APPROVAL OF MINUTES

Minutes of Meeting Dated: January 22, 2018

Motion to approve the minutes as presented.

Moved By Carol S. Griffith

Seconded By Douglas G. Helzerman

Motion Carried

3. APPROVAL OF AGENDA

Motion to approve the Agenda as presented.

Moved By Douglas G. Helzerman

Seconded By Carol S. Griffith

Motion Carried

4. REPORTS

None.

5. CALL TO THE PUBLIC

None.

6. RESOLUTIONS FOR CONSIDERATION

6.1 DPW/Solid Waste Management

Resolution to Approve Solid Waste Challenge Grant Program Description and Application Form For 2018

DPW / Solid Waste Coordinator, Robert Spaulding, presented Resolution.

Moved By Douglas G. Helzerman

Seconded By Carol S. Griffith

Motion Carried

6.2 Emergency Management

Resolution Authorizing Livingston County to Participate in the 2017 Homeland Security Grant Program (HSGP), and to Submit FY-2017 HSGP Applications and Agreements

Therese Cremonte, Emergency Manager, presented Resolution.

Recommend Motion to the Finance Committee.

Moved By Carol S. Griffith

Seconded By Douglas G. Helzerman

Motion Carried

6.3 Prosecutor

Resolution to Reorganize Clerical Positions in the Family Support Division of the Prosecutor's Office

Presented by Prosecuting Attorney, Bill Vaillencourt.

Moved By Carol S. Griffith

Seconded By Douglas G. Helzerman

Motion Carried

6.4 Treasurer

Resolution Authorizing the Creation of the Victim Services Unit Special Revenue Fund

Presented by Treasurer Jennifer Nash and Undersheriff Jeff Warder.

Recommend Motion to the Finance Committee.

Moved By Douglas G. Helzerman

Seconded By Carol S. Griffith

Motion Carried

6.5 EMS / Sheriff / Central Dispatch

Resolution Authorizing Annual Blanket Purchase Orders for Uniforms to North Eastern Uniform

Resolution presented by Roberta Bennett, Purchasing Agent.

Recommend Motion to the Finance Committee.

Moved By Douglas G. Helzerman

Seconded By Carol S. Griffith

Motion Carried

6.6 Sheriff

Resolution Authorizing Purchases Supporting the Implementation of OnBase for Personnel Record Keeping at the Sheriff Department and a Supplemental Appropriation for Fiscal-Year 2018

Presented by Undersheriff Jeff Warder.

Recommend Motion to the Finance Committee.

Moved By Douglas G. Helzerman

Seconded By Carol S. Griffith

Motion Carried

6.7 Sheriff-Jail

Resolution Authorizing the Renovation of Inmate Services and a Supplemental Appropriation

Presented by Lt. Dan Adas and Kristen Landis.

Recommend Motion to the Finance Committee.

Moved By Douglas G. Helzerman

Seconded By Carol S. Griffith

Motion Carried

6.8 Sheriff-Jail

Resolution Authorizing the Sheriff's Office to Enter a Lease Agreement for Jail Radios

Resolution presented by Lt. Jeff LeVeque.

Recommend Motion to the Finance Committee.

Moved By Douglas G. Helzerman

Seconded By Carol S. Griffith

Motion Carried

7. CALL TO THE PUBLIC

None.

8. ADJOURNMENT

Motion to adjourn the meeting at 7:50 pm.

Moved By Carol S. Griffith

Seconded By Douglas G. Helzerman

Motion Carried

Respectfully submitted by:

Carol Sue Jonckheere
Recording Secretary

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: [Click here to enter a date.](#)

Resolution Recognizing the Observance of National Public Safety Telecommunicators Week, April 08-14, 2018 – 9-1-1 Central Dispatch

WHEREAS, annually, the second full week of April has been designated as *National Public Safety Telecommunicators Week* in recognition of the estimated 300,000 men and women dedicated to the country's 9-1-1 service; and

WHEREAS, public safety answering points are the first and single point of contact for persons seeking immediate and effective relief during an emergency, as well as those reporting crimes, suspicious persons, unusual incidents or matters of homeland safety and security; and

WHEREAS, the number 9-1-1 is universally recognized as dedicated to summon police, fire or medical assistance whenever and wherever needed; and

WHEREAS, the 9-1-1 telecommunicators of Livingston County provide the first-line, 24-hour, seven-days-a-week link between our citizens and public safety's first responders; and

WHEREAS, public safety telecommunicators exhibit compassion, understanding and technical expertise during the performance of their demanding jobs; and

WHEREAS, the public safety telecommunicators of Livingston County 9-1-1 Central Dispatch contributed to saving lives, apprehending criminals and preventing property loss this past year.

THEREFORE, BE IT RESOLVED the Livingston County Board of Commissioners joins with the United States Congress to declare the week of April 8th through April 14th, 2018, *National Public Safety Telecommunicators Week* in honor of the men and women whose unswerving diligence keep our citizens safe in Livingston County.

#

#

#

MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY, MICHIGAN
**911 CENTRAL DISPATCH/
EMERGENCY MANAGEMENT DEPARTMENT**

300 S. Highlander Way, Howell, Michigan 48843
Phone 517.546.4620 Fax 517.546.5008
Web Site: co.livingston.mi.us

Memorandum

To: Public Safety Committee
Board of Commissioners

From: Chad Chewning, 911 Director

Date: March 9, 2018

Re: National Public Safety Telecommunicators Week
April 08-14, 2018

The Livingston County Board of Commissioners historically joins with the United States Congress to annually recognize the second full week of April as National Public Safety Telecommunicators Week. I respectfully request the Board of Commissioners continue this observance for the men and women of the Livingston County 9-1-1 Central Dispatch by resolution.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: [Click here to enter a date.](#)

Resolution Authorizing the 2018 Michigan Medical Marihuana Operation and Oversight Grant – Sheriff

WHEREAS, the Livingston County Office of the Sheriff has determined a need to establish a medical marihuana operation and oversight program which includes education, communication and enforcement of the Michigan Medical Marihuana Act; and

WHEREAS, the State of Michigan, Department of Licensing and Regulatory Affairs has invited Livingston County to enter a grant agreement to financially assist in the operation of Livingston County Office of the Sheriff's education, communication and enforcement of the Michigan Medical Marihuana Act for FY 2018; and

WHEREAS, for participation in the Michigan Medical Marihuana Operation and Oversight Grant, Livingston County will be reimbursed up to \$47,229 of the County's authorized expenditures incurred during the grant period of January 1, 2018 to September 30, 2018.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the FY 2018 Grant Application documents and authorizes the Livingston County Office of the Sheriff to enter into agreement for financial assistance with the State of Michigan, Department of Licensing and Regulatory Affairs for the term of January 1, 2018 to September 30, 2018.

BE IT FURTHER RESOLVED that the Board of Commissioners authorizes the purchase of a vehicle from grant funds at a total purchase price not to exceed \$30,000 and also authorizes this vehicle to be an increase to the Sheriff Department total fleet.

BE IT FURTHER RESOLVED that the Board of Commissioners authorize any budget amendment to the 2018 Operating Budget in Org 23930100 necessary to effectuate the \$47,229 grant award.

BE IT FURTHER RESOLVED that the Board of Commissioners authorize any budget amendment to the 2018 Operating Budget in Fund 266 for current year fuel, maintenance and insurance. Ongoing future maintenance and upkeep costs for this vehicle will be reviewed and budgeted for annually where funding is available.

BE IT FURTHER RESOLVED that the Chair of the Livingston County Board of Commissioners be authorized to sign the Application, subsequent Grant Agreement and any future amendments for monetary and contractual language adjustments upon review by Civil Counsel.

#

#

#

**MOVED:
SECONDED:
CARRIED:**



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF LIVINGSTON COUNTY JAIL

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

Memorandum

To: Livingston County Board of Commissioners
From: Lt. Eric J. Sanborn
Date: 03/14/2018
**Re: RESOLUTION AUTHORIZING THE 2018 MICHIGAN MEDICAL
MARIHUANA OPERATION AND OVERSIGHT GRANT BETWEEN
THE OFFICE OF THE SHERIFF AND THE STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**

The Livingston County Office of the Sheriff has determined a need to establish a medical marihuana operation and oversight program which will includes education, communication and enforcement of the Michigan Medical Marihuana Act.

The State of Michigan, Department of Licensing and Regulatory Affairs has invited Livingston County to enter into a grant agreement to financially assist Livingston County in the education, communication and enforcement of the Michigan Medical Marihuana Act for FY 2018.

For participation in the Michigan Medical Marihuana Operation and Oversight Grant, Livingston County will be reimbursed up to \$47,229.00 of the County's authorized expenditures incurred, with no matching funds required during the grant period of January 1, 2018 to September 30, 2018.

Included in this grant is the purchase of a new vehicle, which is fully funded by the grant. In addition to the other equipment identified in the grant, we are seeking authorization to purchase the vehicle and increase the number of Sheriff's Office's authorized fleet vehicles by one.

We are requesting the Livingston County Board of Commissioners authorizes the Livingston County Office of the Sheriff to enter into this agreement for financial assistance with the State of Michigan, Department of Licensing and Regulatory Affairs for the term of January 1, 2018 to September 30, 2018.

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

GRANT NO. 2018 MMOOG LIVINGSTON

GRANT BETWEEN
THE STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
AND
LIVINGSTON COUNTY SHERIFF'S OFFICE

GRANTEE/ADDRESS:

Eric J. Sanborn
Livingston County Sheriff's Office
150 S. Highlander Way
Howell, MI 48843
(517) 546-2440
esanborn@livgov.com

GRANT ADMINISTRATOR/ADDRESS:

Jennifer Piggott
Bureau of Medical Marihuana Regulation
Department of Licensing and Regulatory Affairs
611 W. Ottawa Street
P.O. Box 30205
Lansing, Michigan 48909
Office number: 517-284-8596
Email: PiggottJ3@michigan.gov

GRANT PERIOD:

From January 1, 2018 to September 15, 2018

TOTAL AUTHORIZED BUDGET: \$47,229

Federal Contribution: \$
State Contribution: \$47,229
Local Contribution: \$
Other Contributions: \$

ACCOUNTING DETAIL:

Accounting Template No.: 6411113T010

GRANT

This is Grant #2018 MMOOG LIVINGSTON between the Department of Licensing and Regulatory Affairs (Grantor), and the Livingston County Sheriff's Office (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

The Michigan Medical Marihuana Operation and Oversight Grant to County Law Enforcement Offices is provided for in the Michigan Medical Marihuana Act, MCL 333.26421 et seq. The purpose of the Grant is to provide funding to law enforcement agencies within each county to be used for education, communication and enforcement of the Michigan Medical Marihuana Act.

1.1 Statement of Work

The Grantee agrees to undertake, perform, and complete the services that are more specifically described in the Grantee's Proposal, Attachment A.

1.2 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.
- C. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the Grant Administrator.

Changes in the Budget will be allowed only upon prior review and written approval by the Grant Administrator.

1.3 Payment Schedule

The maximum amount of grant assistance offered is \$47,229. Progress payments up to a total of 85% of the Total Authorized Budget may be made upon submission of a Grantee request indicating grant funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be maintained for audit purposes in order to comply with this Agreement. The payment of the final 15% of the grant amount shall be made after completion of the project and after the Grant Administrator has received and approved a final report, if applicable. The final

payment is also contingent upon the submission of a final invoice that includes expenditures of grant funds reported by line item and compared to the approved Budget.

Public Act 279 of 1984 states that the state shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

1.4 Monitoring and Reporting Program Performance

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.
- B. Reports. The Grantee shall submit to the Grant Administrator 3 performance reports that briefly present the following information:
 - 1. Percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.
 - 2. A breakdown of the expenses that occurred within the reporting period along with supporting documentation that the expenses to be reimbursed were incurred by the county department.
 - 3. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.
 - 4. Statement concerning any significant deviation from previously agreed-upon Statement of Work.
 - 5. The reports are due on **April 1, 2018, July 1, 2018 and September 15, 2018**. Further, the Department of Licensing and Regulatory Affairs has provided a Financial Status Report form that is to be completed with each report submission.
- C. A Final Report is required. The Grantee will do the following:
 - 1. The Grantee shall submit 1 final electronic copy of the report to the Grant Administrator by **September 15, 2018**.
 - 2. The final report will include the following information:
 - a. A summary of the project implementation plan and any deviations from the original project as proposed.

- b. Accomplishments and problems experienced while carrying out the project activities.
 - c. Coordinated efforts with other organizations to complete the project.
 - d. Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
 - e. Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
 - f. Any experience in applying the project products and anticipated "next steps".
 - g. Actual Budget expenditures compared to the Budget in this Agreement. Include the basis or reason for any discrepancies.
3. The final report may be combined with the September 15, 2018 report provided that it includes all of the data requested in Sections 1.4(B) and 1.4 (C).

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for project changes from the Grant Administrator. **See Section 1.2, Detailed Budget.**

2.2 Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

2.3 Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total

program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

2.5 Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

2.6 Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

2.7 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.8 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount

is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.9 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

3.1 Intellectual Property

Unless otherwise required by law, all intellectual property developed using funds from this Agreement, including copyright, patent, trademark and trade secret, shall belong to the Grantee.

3.2 Safety

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.3 General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including

judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

3.4 Termination

A. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

3.5 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting

to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

3.6 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Grant.

3.7 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.8 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

3.9 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

4.0 Website Incorporation

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

4.1 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If

the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

4.2 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.3 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this

Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

4.4 Compliance with Laws

Grantee must comply with all federal, state and local laws, rules and regulations.

4.5 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

4.6 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.7 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

4.8 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

4.9 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program

Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.


5.1 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

5.2 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.



LeAnn Droste, Director
Bureau of Finance and Administrative Services
Department of Licensing and Regulatory Affairs
State of Michigan

3-1-18

Date

Eric J. Sanborn
Field Services Lieutenant
Livingston County Sheriff's Office

Date

GRANT NO. 2018 MMOOG LIVINGSTON

Michael J. Murphy
Sheriff

ATTACHMENT A

Jeffrey A. Warder
Undersheriff

LIVINGSTON COUNTY

OFFICE OF THE SHERIFF

150 S. HIGHLANDER WAY • HOWELL, MICHIGAN 48843
TELEPHONE (517) 546-2440 • FAX (517) 552-2542

December 14, 2018

Department of Licensing and Regulatory Affairs
P.O. Box 30004
Lansing, MI 48909

Dear Sir or Madam:

The Livingston County Sheriff's Office is formally applying for the Medical Marihuana Operation and oversight grant administered through the Michigan Department of Licensing and Regulatory Affairs.

The Livingston County Sheriff's Office will conduct educational sessions and compliance operations with the assistance of these grant funds. The Livingston County Sheriff's Office intends to raise public awareness and raise the legal compliance to the Medical Marihuana Act.

Below is detailed how the funds are intended to be used and what we intend on accomplishing with the assistance of the funds. We requested funds for personnel enforcement, equipment to assist in those efforts and educational materials. Also attached is a detailed budget to account for how the Livingston County Sheriff's Office intends to expend those funds, including the specific equipment, personnel costs and educational material.

With the equipment the Livingston County Sheriff's Office will be purchasing, we will be the main agency to handle the enforcement and education aspects for Livingston County. We participate with a multi-jurisdictional task force and will be coordinating our efforts through our representative on the concept team.

The Livingston county Sheriff's Office intends to hold community forums for education through the county to encompass other jurisdictions, including presentations and printed materials. With coming changes to the MMA, educational awareness will be key. We have intentions of bringing in a national speaker.

The impact it will have on communities is an increased awareness of the law, the impact on society and increased compliance to the Medical Marihuana Act. The impact will span all age groups from school aged children to the elderly population.

The Livingston County Sheriff's Office hopes to accomplish an increased awareness and a closer adherence to the law as written. We intend on reducing the amount of people who are out of compliance, therefore, affecting the overall health, well-being and safety of our community.

The equipment, educational materials and personnel enforcement cost will all be supplemental to our ongoing efforts to insure compliance and adherence to the Medical Marihuana Act. If necessary, we will use our general fund dollars to supplement and conduct the operations, educational programs and enforcement efforts. These will not stop if all of the grant funding has been exhausted.

Michael J. Murphy
Sheriff

Jeffrey A. Warder
Undersheriff

LIVINGSTON COUNTY

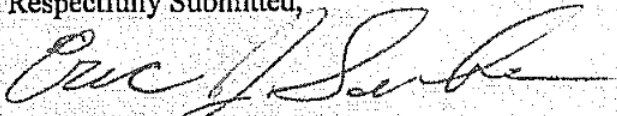
OFFICE OF THE SHERIFF

150 S. HIGHLANDER WAY • HOWELL, MICHIGAN 48843
TELEPHONE (517) 546-2440 • FAX (517) 552-2542

The Livingston County Sheriff's Office anticipates a proactive and aggressive enforcement strategy and community educational component that will raise awareness and compliance to the law. Through the assistance of the grant funding we will be able to be more active in the education and enforcement realms. We anticipate increase community support for our effort to insure compliance.

Attached to this document you will find the Livingston County Sheriff's Office's detailed budget as to how our grant funds are to be expended. While the amount in total exceeds our County's allotment, this is only to insure that we will be able to purchase the items we will need to conduct our operations and programs as specific needs arise. We understand that we are bound to the maximum allotment and are restricted to the items on the submitted list.

Respectfully Submitted,



Lt. Eric J. Sanborn
Livingston County Sheriff's Office
Field Services Lieutenant

Livingston County LARA Grant Detailed Budget

Item	Quantity	Budgeted	Medical marihuana Nexus
Pickup Truck	1	\$30,000.00	Needed to securely haul trailer housing evidence and equipment. Also used to move and set up for educational programming (Tables, displays ect)
Portable Fingerprint Scanners	2	\$6,200.00	Necessary to identify those on scene as card holders/caregivers. Current LARA issued cards do not provide photo identification. Subjects commonly try to conceal their identity by failing to display state identification.
Hand held Thermal Imagers	2	\$1,250.00	With search warrants able to confirm heat signatures on suspected illegal grow sites. With search warrants able to detect heat signatures on vehicles. During surveillance / checks able to detect subjects outside of buildings. Able to quickly confirm presence of multiple illegal grow sights during operations. Able to locate possible suspects that have fled location.
Educational Literature		\$3,000.00	Educational Program, literature and speaker for community
Overtime		\$3,000.00	Overtime dedicated to conduct educational programing and services
Hailer/mobile communicator	1	\$2,500.00	Needed to increase effective communication with individuals during operations
Tablet Computer	2	\$4,000.00	For mobile ID, photos, report writing, logging of evidence. Documentation and fill out forms. Used for educational programing
Laptop Computer	1	\$4,000.00	For mobile ID, photos, report writing, logging of evidence Documentation and fill out forms. Used for educational programing
GPS Cameras	2	\$2,000.00	Need to document items during operations
Mobile printing/Scanning	2	\$2,500.00	Needed for printing out property receipts and returns Needed to scan in documents during operations
Protective Vests	2	\$2,200.00	Needed for Safety of Deputies conducting services
Total			

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET,
VEHICLE AND TRAVEL SERVICES (VTS)
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
Effective January 1, 2018**

MICHIGAN SELECT CITIES *

	Individual	Group Meeting pre-arranged and approved
Lodging**	\$75.00	\$75.00
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$24.25	\$27.25

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting pre-arranged and approved
Lodging**	\$75.00	\$75.00
Breakfast	\$ 8.50	\$11.50
Lunch	\$ 8.50	\$11.50
Dinner	\$19.00	\$22.00

Per Diem	\$81.50
Lodging	\$45.50
Breakfast	\$ 8.50
Lunch	\$ 8.50
Dinner	\$19.00

OUT-OF-STATE SELECT CITIES *

	Individual	Group Meeting pre-arranged and approved
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$13.00	\$16.00
Lunch	\$13.00	\$16.00
Dinner	\$25.25	\$28.25

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting pre-arranged and approved
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50

Per Diem	\$89.50
Lodging	\$45.50
Breakfast	\$10.25
Lunch	\$10.25
Dinner	\$23.50

Incidental Costs (per overnight stay) \$5.00

Mileage Rates

Premium Rate	\$0.545 per mile
Standard Rate	\$0.340 per mile

*See Select High Cost City Listing

**Lodging available at State Rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

SELECT HIGH COST CITY LIST
TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED
EMPLOYEES EFFECTIVE October 1, 2017

Michigan Select Cities/Counties

Cities	Counties
Ann Arbor, Auburn Hills, Detroit, Grand Rapids Holland, Mackinac Island, Petoskey Pontiac, South Haven, Traverse City, Leland	All of Wayne and Oakland

Out of State Select Cities/Counties

State	City/County	Counties
Arizona	Phoenix, Scottsdale, Sedona	Massachusetts Boston (Suffolk), Burlington, Cambridge, Woburn, Martha's Vineyard
California	Los Angeles (Los Angeles, Orange & Ventura Counties, Edwards AFB), Eureka, Arcata, McKinleyville, Mammoth Lakes, Mill Valley/San Rafael/Novato Monterey, Palm Springs, San Diego, San Francisco, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Minnesota Minneapolis/St. Paul (Hennepin and Ramsey Counties)
Colorado	Aspen, Steamboat Springs, Telluride, Vail	Nevada Las Vegas
Connecticut	Bridgeport/Danbury	New Mexico Santa Fe
District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	New York Lake Placid, Manhattan (the borough of Manhattan, Brooklyn, Bronx, Queens and Staten Island, Riverhead, Ronkonkoma, Melville
Florida	Boca Raton, Delray Beach, Jupiter, Fort Lauderdale, Key West	Pennsylvania Bucks County, Pittsburgh
Idaho	Sun Valley/Ketchum	Rhode Island Bristol, Jamestown, Middletown/Newport (Newport County) Providence
Illinois	Chicago (Cook and Lake counties)	Texas Austin, Dallas, Houston (L.B. Johnson Space Center)
Louisiana	New Orleans	Utah Park City (Summit County)
Maine	Bar Harbor	Vermont Manchester, Montpelier, Stowe (Lamoille County)
Maryland	Montgomery & Prince George County Baltimore City, Ocean City	Virginia Alexandria, Falls Church, Fairfax
		Washington Port Angeles, Port Townsend, Seattle

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: [Click here to enter a date.](#)

Resolution Authorizing the Creation of the Livingston County Solid Waste Management Committee

WHEREAS, a Solid Waste Management Plan (“Plan”) was prepared by Livingston County and its municipalities under the provisions of Part 115 of Act No. 451 of the Public Acts of 1994, as amended, known as the Natural Resources and Environmental Protection Act in 1998; and

WHEREAS, this Plan addresses the solid waste management needs of Livingston County for a five-year planning period and ensures that all non-hazardous waste generated is collected, recovered, processed and disposed of in a manner consistent with state law; and

WHEREAS, there has been no need to update the Plan due to the expense and no direction from the State of Michigan’s Department of Environmental Quality; and,

WHEREAS, one of the objectives of the Plan is for the County to establish and continue the role of the Livingston County Solid Waste Management Committee to manage the goals and objectives of the Plan; and

WHEREAS, in Livingston County, the Office of the Drain Commissioner, is the agency that implements the Plan with the guidance and assistance of the Solid Waste Management Committee; and

WHEREAS, this resolution will serve to supersede any previous resolutions previously adopted by the Livingston County Board of Commissioners concerning the Solid Waste Management Committee; and

WHEREAS, the Committee will meet on a frequency that is necessary to perform their role and will be paid at the current per diem rate for committee meetings as established by the Livingston County Board of Commissioners; and

WHEREAS, Solid Waste Management Committee members will be appointed by the Livingston County Board of Commissioners; and

WHEREAS, the term of office of a committee member shall be for 3 years and until his/her successor is appointed, except that of the members first appointed, 3 shall be appointed for a term of 1 year, 3 for 2 years, and 3 for 3 years, so that no more than one third of the committee member’s terms will expire in one calendar year. A vacancy shall be filled for an unexpired term in the same manner as an original appointment; and

WHEREAS, members of this Committee will consist of nine members and represent the following categories:

Solid Waste Industry	1 member
Environmental Interests	1 member
City/Village Representative	1 member
Health Interests	1 member
Township Representatives	3 members
General Public	2 members

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the creation of the Livingston County Solid Waste Management Committee consisting of nine members (with the representations above). New committee members shall be appointed upon the recommendations of the standing Livingston County Solid Waste Management Committee and will serve a term of three years. However, notwithstanding the above, the Livingston County Board of Commissioners may reject any recommendation from the Livingston County Solid Waste Management Committee and request additional names. The terms will be staggered so that no more than one third of the committee member's terms will expire in one calendar year.

BE IT FURTHER RESOLVED that the role of the Livingston County Solid Waste Management Committee will be to guide and assist the Office of the Livingston County Drain Commissioner in implementing the current and any future Livingston County Solid Waste Management Plans.

#

#

#

MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Robert A. Spaulding., DPW Coordinator
Date: 03/16/2018

Resolution Authorizing the Creation of the Livingston County Solid Waste Management Committee

The Livingston County Solid Waste Management Plan ("Plan") was prepared by Livingston County and its municipalities in 1998. The implementation of the Plan falls under the responsibility of the Office of the Livingston County Drain Commissioner. The Livingston County Solid Waste Management Committee (SWMC) provides guidance and assistance to the Livingston County Drain Commissioner.

It was noticed by the County Administrator and the DPW Coordinator that some clarification was necessary regarding the SWMC and its appointed member's terms, particularly the staggering of the three year appointments.

It is the intention of this resolution to provide this clarification.

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

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution to Amend Resolution 2013-03-079 Adopting the Planning Commission Ordinance

WHEREAS, this ordinance was last amended and adopted March 4, 2013 by resolution #2013-03-079; and

WHEREAS, it has been recommended by the Livingston County Planning Department and Livingston County Planning Commission that an updated ordinance regarding the creation of a Planning Commission for Livingston County, Michigan, be adopted by the Livingston County Board of Commissioners; and

WHEREAS, the proposed ordinance will include an amended Section IV., that correctly states that all members of the County Planning Commission shall be entitled to compensation for services in such amount fixed by the Livingston County Board of Commissioners, and additionally may be reimbursed for actual, reasonable, and necessary expenses incurred in the performance of activities authorized by the Livingston County Board of Commissioners; and

WHEREAS, this Resolution has been recommended for approval by the Livingston County Planning Commission.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves and adopts the Planning Commission Ordinance for Livingston County, Michigan attached hereto.

BE IT FURTHER RESOLVED that the Livingston County Clerk is directed to cause the Ordinance to be published in a newspaper of general circulation.

BE IT FURTHER RESOLVED that the Ordinance shall take effect when notice of its adoption is published in a newspaper of general circulation.

#

#

#

MOVED:

SECONDED:

CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Kathleen Kline-Hudson, Planning Department Director
Date: 3/22/18
**Re: An Amended Ordinance for the Creation of a Planning
Commission for Livingston County**

The Livingston County Planning Commission was established by a 1955 ordinance. This ordinance was recently amended and adopted March 4, 2013 (Resolution #2013-03-079), to include all revisions required by the Michigan Planning Enabling Act, Public Act 33 of 2008, as amended.

It has recently come to my attention that Section IV. of this ordinance contained an error. Language stated that "All members of the County Planning Commission shall serve as such without compensation; provided that they may be reimbursed for actual, reasonable, and necessary expenses incurred in the discharge of their duties."

A legal review was requested of the firm of Cohl, Stoker and Toskey, P.C. and the following amendments are suggested:

- Section IV. As authorized by MCL 125.3823 (1), all members of the County Planning Commission shall be entitled to compensation for services in such amount fixed by the Livingston County Board of Commissioners. Members of the County Planning Commission may, in addition, be reimbursed for actual, reasonable, and necessary expenses incurred in the performance of activities authorized by the Livingston County Board of Commissioners.
- Repeal of the 2013 ordinance.

Based on their review, a final draft was completed. Attached you will find a copy of the revised ordinance.

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

AN ORDINANCE FOR THE CREATION OF A PLANNING COMMISSION FOR LIVINGSTON COUNTY, MICHIGAN

An Ordinance to create a County Planning Commission for the County of Livingston, to provide for the appointment of such Commission consisting of seven (7) members; to make a plan for the development of the county and to serve as a coordinating agency for all planning committees and commissions within the county:

The County of Livingston Ordains:

Section I.

There is hereby created the Livingston County Planning Commission in accordance with the provisions of Michigan Planning Enabling Act, Public Act 33 of 2008 as amended, being MCL 125.3801 *et seq.*, which Commission shall consist of seven (7) members who are qualified electors in the County and shall individually be representative of the important segments of the economic, governmental, social life and development of Livingston County including agriculture, recreation, education, residential areas, government, transportation, industry, and commerce. The Planning Commission shall consist of one (1) member representing agricultural interests; one (1) member representing recreational interests; one (1) member representing industrial interests; one (1) member representing residential areas; one (1) member representing transportation interests; one (1) member representing commercial interests, and one (1) member representing education (as required by MCL 125.3815), provided no more than 1/3 of the membership of said Commission shall hold another office or position in the county government.

Section II.

The term of office of each member of the Commission shall be three (3) years; provided that the appointment of the first Commission may consist of terms of less than three (3) years in order to provide for the establishment of over lapping terms of office. The Chair, Vice-Chair, and Secretary for the Planning Commission shall be elected annually from its membership.

Section III.

The members of the County Planning Commission shall be appointed by Livingston County Board of Commissioners and said Board shall provide for the filling of any vacancies for the unexpired terms and may remove any member for misfeasance, malfeasance or nonfeasance upon written charges and after a public hearing.

Section IV.

As Authorized by MCL 125.3823 (1) all members of the County Planning Commission shall be entitled to compensation for services in such amount fixed by the Livingston County Board of Commissioners. Members of the County Planning Commission may, in addition, be reimbursed for actual, reasonable, and necessary expenses incurred in the performance of activities authorized by the Livingston County Board of Commissioners. The County Planning Commission shall hold not less than four (4) regular meetings each year and by resolution shall determine place and time of meetings. All meetings of the Planning Commission shall be held in compliance with the Open Meetings Act, MCL 15.261 *et. seq.* The Planning Commission shall adopt bylaws for the transaction of business and keep a public record of its resolutions,

transactions, findings, and determinations, subject to compliance with the Freedom of Information Act, MCL 15.231 *et. seq.*

Section V.

It shall be the function of the County Planning Commission to make a plan for the development of the county as a whole. A master plan shall address land use and infrastructure issues and may project twenty (20) years or more into the future. A master plan shall include maps, plats, charts, and any other descriptive or explanatory matter that shall guide the Planning Commission's recommendations for physical development of the planning jurisdiction. It shall be the duty of the County Planning Commission to: (1) make studies, investigations, and surveys relative to the economic, social, and physical development of the county; (2) formulate plans and make recommendations for the most effective economic, social, and physical development of the county; (3) cooperate with all departments of the state and federal governments and other public agencies concerned with programs directed towards the economic, social, and physical development of the county, and seek the maximum coordination of the county programs of these agencies; (4) consult with representatives of adjacent counties in respect to their planning so that conflicts in overall county plans may be avoided. The County Planning Commission shall serve as a coordinating agency for all planning committees and commissions within the county.

Section VI.

It shall be the duty of the County Planning Commission to adopt a plan for the development of the county. The County plan with accompanying maps, plats, charts, and descriptive and explanatory matter shall show the Commission's recommendations for the development of the county. The County Planning Commission may adopt the plan as a whole by a single resolution, or may by successive resolutions adopt successive parts of the plan, said parts corresponding to major geographical sections of the county or to functional division of the subject matter of the plan, and may adopt any amendment or extension thereof, or addition thereto. The adoption of the plan, or any such part, amendment, extension, or addition, shall by resolution be carried by the affirmative votes of not less than a majority of the full membership of the Commission after duly advertised public hearing. The resolution shall refer expressly to the maps, plats, charts, and descriptive and explanatory matter intended by the Commission to form the whole or part of the plan, and the action taken shall be recorded on the maps, plats, charts, and descriptive and explanatory matter by the identifying signature of the Chairman of the Commission. Following adoption of the county plan or any part thereof and the certification by the Commission to the County Board of Commissioners of a copy of the county plan, no work shall be initiated on any project involving the expenditure of funds by a county board, department or agency for the acquisition of land, the erection of structures, the extension, construction or improvement of any physical facility by any county board, department, or agency unless a full description of the project, its proposed location and extent thereof shall have been submitted to the County Planning Commission and the report and advice of the Commission thereon shall have been received by the County Board of Commissioners and by the county board, department or agency submitting the proposal. The requirement for Planning Commission's review shall be deemed to be waived if within thirty (30) days after the proposal has been filed with the commission, the commission fails to furnish in writing, its report and advice upon the proposal. Copies of said report and advice shall be furnished to the county board, department, or agency sponsoring the proposal.

Any plan describing the recommended development of an incorporated area shall not be recognized as an official plan or part of the official plan for that area unless adopted by the municipality in the manner prescribed for the adoption of such plans by municipalities under the provisions of the state statutes or the local charter. At least every five (5) years after adoption of a master plan, the Planning Commission shall review the master plan and determine whether to commence the procedure to amend the master plan or adopt a new master plan. The review and its findings shall be recorded in the minutes of the relevant meeting or meetings of the Planning Commission.

Section VII.

The Commission shall have the power to promote public interest in an understanding of the plan and to that end may publish and distribute copies of the county plan or of any report thereon and may employ such other means of publicity and education as it may determine advisable. Members of the Commission, when duly authorized by the Commission, may attend conferences and meetings dealing with planning issues and techniques, and any hearings on pending planning legislation and the Commission, may, by resolution, pay the reasonable traveling expenses incidental to such attendance. The County Planning Commission, as part of its duties, shall consult and advise with public officials and public agencies, other planning commissions or committees, private organizations and agencies, and citizens of the county, to develop adequate support and understanding of the objectives of the county plan. In general the Commission shall have such powers as may be necessary to fulfill its functions and carry out the purposes of Public Act 33 of 2008, as amended.

Section VIII.

To further desirable future development of the county, the County Planning Commission, after adoption of a master plan, shall annually prepare a capital improvements program of public structures and improvements, unless the Commission is exempted from this requirement by the County Board of Commissioners.

The capital improvements program shall show those public structures and improvements, in the general order of their priority, which in the Commission's judgment will be needed or desirable and can be undertaken within the ensuing six (6) year period. The capital improvements program shall be based upon the requirements of the local unit of government for all types of public structures and improvements. Consequently, each agency or department of the local unit of government with authority for public structures or improvements shall upon request furnish the Planning Commission with lists, plans, and estimates of time and cost of those public structures and improvements.

Section IX

The County Planning Commission may appoint advisory committees or councils which may be composed of individuals qualified by experience, training, or interests to assist in the consideration and solution of county issues and representative of the governmental subdivisions within the county, such as townships or incorporated places and other functional groups or agencies.

All official actions taken by all Livingston County Planning Commissions preceding the Planning Commission created by this Ordinance are hereby approved, ratified and reconfirmed. Any project, review, or process taking place at the effective date of this Ordinance shall continue

with the Planning Commission created by this Ordinance, subject to the requirements of this Ordinance, and shall be deemed a continuation of any previous Livingston County Planning Commission. This Ordinance shall be in full force and effect from and after its adoption and publication. The Livingston County Planning Commission Ordinance of June 27, 1955 is hereby repealed.

Passed by the Board of Commissioners of Livingston County, Michigan, this 10th day of April, 2018.

Donald S. Parker - Chair

Elizabeth Hundley - Livingston County Clerk

Yeas:

Nays:

Absent: