

**PUBLIC SAFETY AND INFRASTRUCTURE AND DEVELOPMENT COMMITTEE
AGENDA**

June 15, 2020

4:30 PM

Zoom Virtual Meeting Room

Meeting ID: 399-700-0062 / Password: LCBOC

<https://zoom.us/j/3997000062?pwd=SUdLYVFFcmozWnFxbm0vcHRjWkVIZz09>

1. CALL MEETING TO ORDER

2. APPROVAL OF MINUTES

Minutes of Meeting Dated: May 18, 2020

3. APPROVAL OF AGENDA

4. REPORTS

5. CALL TO THE PUBLIC

6. RESOLUTIONS FOR CONSIDERATION

6.1 Building Department

Resolution Authorizing an Intergovernmental Agreement to Provide Building Department Services to the City of Williamston

6.2 Central Dispatch

Resolution to Adopt the Revised Final E911 Service Plan – 911 Central Dispatch

6.3 Drain Commissioner

Resolution Authorizing Contract with Huron River Watershed Council for Watershed Planning Services Associated with Phase II Storm Water Permit Regulations

6.4 Sheriff - Animal Control

Resolution to Amend the Animal Control Ordinance

6.5 Sheriff - Jail

Resolution Authorizing Additional Fencing at Rear of Jail to Secure Building and Protect Inmates

6.6 Sheriff

Resolution Authorizing Purchase of Upgraded Recording System and Equipment for Sheriff's Office Interview Rooms

6.7 Sheriff

Resolution Authorizing the Replacement of Radios for Sheriff's Office Vehicles

7. CALL TO THE PUBLIC

8. ADJOURNMENT

PUBLIC SAFETY AND INFRASTRUCTURE AND DEVELOPMENT COMMITTEE

MEETING MINUTES

May 18, 2020

4:30 PM

Zoom Virtual Meeting Room

Meeting ID: 399-700-0062 / Password: LCBOC

<https://zoom.us/j/3997000062?pwd=SUdLYVFFcmozWnFxbm0vcHRjWkVIZz09>

Members Present:

Robert Bezotte, Gary Childs, Douglas Helzerman

1. CALL MEETING TO ORDER

The meeting was called to order by Commissioner Bob Bezotte at 4:30 pm.

2. APPROVAL OF MINUTES

Minutes of Meeting Dated: April 20, 2020

Moved By G. Childs

Seconded By D. Helzerman

Yes (3): R. Bezotte, G. Childs, and D. Helzerman

Motion Carried (3 to 0)

3. APPROVAL OF AGENDA

Agenda approved as presented.

Moved By G. Childs

Seconded By D. Helzerman

Yes (3): R. Bezotte, G. Childs, and D. Helzerman

Motion Carried (3 to 0)

4. REPORTS

4.1 Drain Commissioner

Status Report - Response to State of Michigan re: Soil Erosion Control Program Audit

Drain Commissioner, Brian Jonckheere, and Chief Deputy Drain Commissioner, Ken Recker, updated the Committee on the status of the State of Michigan's Soil Erosion Control Program Audit.

5. **CALL TO THE PUBLIC: Bob Potocki:** 8420woodland Shore Drive, Brighton, MI: Mr. Potocki referenced a handout he had emailed to Commissioners.

6. **RESOLUTIONS FOR CONSIDERATION**

6.1 **Emergency Management**

Resolution Authorizing an Agreement to Participate in Mutual Non-Congregate Housing for Livingston County First Responders and Authorizing an Agreement with North Star Reach Campground to Provide Non-Congregate Sheltering Services for Livingston Co First Responders - Emergency Management

Therese Cremonte, Emergency Manager, introduced the Resolution.

Moved By D. Helzerman

Seconded By G. Childs

Yes (3): R. Bezotte, G. Childs, and D. Helzerman

Motion Carried (3 to 0)

6.2 **Sheriff**

Resolution Authorizing the JAG Grant Purchase of Night Vision Equipment

Lt. Mike Nast introduced the Resolution to the Committee.

Moved By G. Childs

Seconded By D. Helzerman

Yes (3): R. Bezotte, G. Childs, and D. Helzerman

Motion Carried (3 to 0)

7. **CALL TO THE PUBLIC**

Livingston Co. Drain Commissioner, Brian Jonckheere.

8. **ADJOURNMENT**

Meeting adjourned at 5:00 pm.

Moved By G. Childs

Seconded By D. Helzerman

Yes (3): R. Bezotte, G. Childs, and D. Helzerman

Motion Carried (3 to 0)



Carol Sue Jonckheere
Recording Secretary

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing an Intergovernmental Agreement to Provide Building Department Services to the City of Williamston – Building Department

WHEREAS, Livingston County departments have collaborated with other communities in and out of the county to share services when beneficial to both parties; and

WHEREAS, the building department has been requested to provide building department services to other communities in and out of the county; and

WHEREAS, the costs for these services will be covered by permits fees generated by construction activity in these respective communities and will not affect the cost of doing business within the county or add additional costs for the Livingston County permit holders; and

WHEREAS, the community and the building department believe an agreement would be beneficial for both parties and the benefit of providing services includes promoting development in the region by providing higher quality full-time services at lower fees for the communities we contract with and

WHEREAS, it is the recommendation of the building official on behalf of the building department to enter into an intergovernmental agreement to provide building department services to the City of Williamston.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approve the Livingston County Building Department to enter into an intergovernmental agreement with the City of Williamston to provide building department services.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorize any Budget amendment necessary to effectuate the above.

BE IT FURTHER RESOLVED that this resolution will take effect on June 23rd, 2020.

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MOVED:

SECONDED:

CARRIED:



**LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF BUILDING INSPECTION**

2300 E. Grand River, Suite 104
Phone: **517.546-3240** Fax: **517.546.7461**
Web Site: ***livgov.com/building***

DATE: May 19, 2020

TO: LIVINGSTON COUNTY BOARD OF COMMISSIONERS

FROM: Jim Rowell, Building Official

RE: PROVIDING BUILDING DEPARTMENT SERVICES TO THE CITY OF WILLIAMSTON

The Livingston County Building Department (LCBD) has been approached about providing building department services to The City of Williamston. Many communities use part time inspectors or contract inspectors to provide building department services. In many cases, this results in poor service, inconsistent inspections, higher fees and part time service. Additionally, these firms do not have qualified staff available on a regular basis to answer questions, provide guidance or to meet with contractors and permit holders.

The LCBD operates efficiently, taking advantage of the economy of scale. The LCBD has completed our due diligence and believe we can provide services to the City for the same cost outlined in our current fee schedule.

There are costs involved in bringing a new community into the LCBD jurisdiction. We believe these costs are recoverable in the short term and providing these services in areas adjacent to the county will encourage growth and development not just in the county, but in the region.

We have included:

- A copy of projected costs and revenue
- A copy of proposed services submitted to the City of Williamston
- The proposed intergovernmental agreement written by Tim Perrone at Cohl Stoker and Toskey, based on criteria submitted by the LCBD and the City of Williamston
- Flow chart developed with input from the City of Williamston.

We are requesting approval to enter into this agreement with the City of Williamston to provide building department services.

Respectfully,

Jim Rowell
Building Official

Williamston Financial Projections*

Estimated Revenue

	<u>Per Permit</u>	<u>Annual</u>
Permit Fee (average)	\$150	\$33,000
Re-inspection Fees - \$50 x 1/3 of # of inspections - inspector and truck costs		<u>\$2,771</u>
Total Estimated Revenue		\$35,771

Estimated Costs (per permit)

<u>Wages (include Benefits)</u>	<u>Per Inspection</u>	<u>Annual</u>
Inspector (1.25 hours)	\$48	\$10,525
Plan Review (.75 hour)	\$36	\$7,894
Administrative Staff (.5 hours)	\$18	<u>\$4,007</u>
Sub - Total Wages		\$22,426

Other Costs

Vehicle Cost (~20 miles x .575)	\$11.50	\$2,530
BS & A		<u>\$5,130</u>
Sub - Total Other Costs		\$7,660

Total Estimated Costs	\$30,086
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Potential Revenue First Year	\$5,685
Potential Revenue Year 2	\$10,030

*Note: Projections based on estimated 220 permits annually

Assumptions:

# of permits annually	220
Inspector cost per hour w/benefits	\$47.84
Plan Reviewer cost per hour w/benefits	\$47.84
Administrative Specialist cost per hour w/benefits	\$36.43
Re-inspection fees- average 1 re-inspection for every 3 permits	\$50.00
Not calculated - potential legal fees or legal action- (negative)	



Customer submits a County permit application and 3 sets of plans to the City of Williamston

Williamston fulfills are their local prerequisites requirements such as driveway, zoning, Fire Department reviews and/or collection of back taxes if required.

COMMENT The prerequisites requirements will be completed by Williamston staff prior to sending to the county

Permit application and 3 sets of plans are picked up in Williamston by County staff and routed to County

COMMENT plans picked up 3 days a week or as needed in slower times. Typically will be on the same days a permit pick up to return permits and plans to the City

County enter permits into system, performs plan reviews. County calls customers when reviews are complete and collects fees by credit card. Permit and 2 of sets of plans are returned to Williamston by County Staff

COMMENT Payments will not be accepted in Williamston offices. Payments will be accepted by credit card, in person or over the phone in Livingston County. Checks, cash or credit cards will be accepted in Livingston County.

Permits and plans are stamped approved. One set of plans are kept by the county. Two approved sets are returned to Williamston

COMMENT 2 sets of plans and a copy of the permit will be returned to Williamston 3 days a week or as needed in slower times. Typically will be done on the same days as permit are picked up

Contractors will receive a call from county when permits are ready but Williamston staff can also contacts applicants that permits are ready for pickup if they do not come forward in a reasonable amount of time.

COMMENT Williamston to give customer 1 set of approved plans and keep 1 set for their records. Plans and permits can also be paid for and picked up at the County by the customer if requested by the customer.

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between the CITY OF WILLIAMSTON, of 161 E. Grand River Ave., Williamston, MI 48895 (hereinafter, "the City") and LIVINGSTON COUNTY, of 304 E. Grand River Ave., Suite 202, Howell, MI 48843, on behalf of the LIVINGSTON COUNTY DEPARTMENT OF BUILDING AND SAFETY ENGINEERING, located at 2300 E. Grand River Ave., Howell, MI 48843 (hereinafter, "the County").

WHEREAS, the City is in need of Building Department management services, and desires that the County undertake responsibility for conducting building plan reviews, issuing building permits, performing inspections, and to assume the duties of the Building Official for the City; and,

WHEREAS, the County is willing and able to undertake the Building Department management services for the City.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, IT IS AGREED by the parties as follows:

- I. **TERM AND TERMINATION.** The term of this Agreement shall commence on the date that it is fully executed by both parties, and shall continue for a period of one year, at which time it shall automatically renew for additional successive one year periods, until terminated by either of the parties for any reason by providing the other party with ninety (90) calendar days prior written notification. Any such termination of this Agreement shall not relieve either of the parties of the obligations incurred prior to the effective date of such termination.
- II. **APPOINTMENT OF BUILDING OFFICIAL.** The City appoints the Livingston County Building Official to also serve as the Building Official of the City of Williamston. The Building Official shall be responsible for the administration and enforcement of the Stille-DeRossett-Hale Single State Construction Code Act, 1972 PA 230, as amended, being MCL 125.1501 *et seq.*, (hereafter, "the State Construction Code Act"), and the Michigan Building, Residential, Electrical, Mechanical, and Plumbing Codes (hereafter collectively, "the Codes"), as applicable.
- III. **DESIGNATION OF AGENCY.** The City authorizes the County to function as the designated agency to discharge the responsibility of administering, applying, and enforcing the State Construction Code Act and the Codes within the boundaries of the City.
- IV. **SCOPE OF SERVICES.** The County shall enforce the State Construction Code Act and the Codes adopted by the City. Work shall be performed on a daily basis, or as needed to facilitate the work, as set forth in the workflow chart, attached as

Exhibit A and incorporated by reference. The Scope of Services shall include all of the following:

- Provide consistent advice and guidance to citizens, contractors and architects regarding building codes and Building Department-related issues as currently being afforded to other communities within the Livingston County Building Department's jurisdiction.
- Provide on-site presence (Livingston County Building Department Staff) at the City of Williamston offices when necessary.
- Provide responsive and timely plan reviews as needed with the same quality of service currently afforded other communities under the jurisdiction of the Livingston County Building Department; consistent with the current Michigan building, electrical, mechanical, and plumbing codes and applicable City of Williamston ordinances.
- Utilize the existing Livingston County administrative organization to receive and document all permit applications, plan reviews and inspection requests.
- Provide on-site construction code inspections as needed.
- Manage the tracking and documentation of all projects for the City of Williamston through the use of the existing administration structure or as directed by the County Administrator.
- Provide monthly Building Department activity reporting to the City of Williamston as afforded to other communities under the jurisdiction of Livingston County Building Department.
- Attend pre-construction and red flag meetings with City officials, planning staff and clients as needed for potential construction projects. Meetings can take place in either location as agreed.
- Administer Construction Board of Appeals meetings when needed.
- Retain all records per the retention policy required by the County
- Provide Code enforcement as needed or as directed by the City.
- Provide necessary personnel, data, and other assistance during ISO review process

V. COMPENSATION. All services provided under this Agreement by the County to the City shall be funded solely by permit revenue collected by the Livingston County Building Department. The City permit applicants will use the current County Building Department Fee Schedule for permits issued in the City, as more fully set forth in the County's Fee Schedule, attached as Exhibit B and incorporated by reference. Any global fee adjustments to the County Building Department Fee Schedule will apply to the City.

VI. COMPLIANCE WITH THE LAW. This Agreement shall be construed according to the laws of the State of Michigan. The parties and their officers, employees, servants, and agents shall perform all their respective duties and obligations under this Agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules and regulations. All County employees performing services

under this Agreement shall maintain current licenses in accordance with the Skilled Trades Regulation Act, 2016 PA 407, being MCL 339.5101 *et seq.*, as it exists now and as it may be amended hereafter.

VII. INSURANCE. The County shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to the City and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- A. Worker's Compensation Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
- C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all. hired vehicles.
- D. Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds". The City of Williamston, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- E. Cancellation Notice - All insurances described above shall include an endorsement stating the following:

It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Williamston City Manager, 161 E. Grand River Ave., Williamston, MI 48895.
- F. Proof of Insurance - The County shall provide to the City at the time this Agreement is returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.

- G. Continuation of Coverage - If any of the above insurance coverages expire during the term of this Agreement, the County shall deliver renewal certificates and/or policies to the City.
- VIII. NONDISCRIMINATION. Each party shall abide by all applicable federal, state, and local laws prohibiting discrimination. The parties, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matters directly or indirectly related to 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 or marital status. Breach of this section may be regarded as a material breach of this Agreement.
- IX. RELATIONSHIP OF THE PARTIES. It is expressly understood and agreed that the County is an independent contractor. The County's officers, employees, agents and subcontractors shall in no way be deemed to be and shall not hold themselves out as employees or agents of the City. The County's officers, employees, agents and subcontractors shall not be entitled to any fringe benefits of the City such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The County shall be responsible for paying all salaries, wages and other compensation which may be due its officers, employees, agents or subcontractors and for the 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. The County shall maintain workers' compensation insurance and unemployment compensation coverage for its employees, as required by law.
- X. AMENDMENT. Provisions of this Agreement may be amended with the mutual written approval of the parties.
- XI. COMPLETENESS OF THIS AGREEMENT. This Agreement, and any additional and supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by all of the parties, 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.
- XII. SEVERABILITY AND INTENT. If any provision of this Agreement is found to be in conflict with Federal or State law, that provision will be subordinate to the law. The other provisions of this Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

XIII. CERTIFICATION. The persons signing this Agreement certify that they are duly authorized to sign this Agreement on behalf of their respective entity, and that this Agreement has been properly authorized by their respective entity.

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

CITY OF WILLIAMSTON

By: _____
Tammy Gilroy, Mayor Date _____

By: _____
Holly Thompson, City Clerk Date _____

COUNTY OF LIVINGSTON

By: _____
Carol Griffith, Chairperson
County Board of Commissioners Date _____

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: TIMOTHY M. PERRONE – / /2020

February 24, 2020

**PROPOSAL FOR PROVISION OF BUILDING DEPARTMENT SERVICES TO THE
CITY OF WILLIAMSTON**

OBJECTIVE: TO PROVIDE THE CITY OF WILLIAMSTON WITH BUILDING DEPARTMENT MANAGEMENT SERVICES, INCLUDING TECHNICAL ASSISTANCE FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES THROUGH THE APPOINTMENT OF THE LIVINGSTON COUNTY BUILDING OFFICIAL AS THE CHIEF BUILDING OFFICIAL OF THE CITY OF WILLIAMSTON.

WHEREAS, the Livingston County Building Department employs a full time building official and Building Department,

WHEREAS, the City of Williamston and Livingston County believe that the Livingston County Building and Inspection Staff would be able to manage building department inspections and permit reviews for the City of Williamston and in other communities under the Livingston County Building Department jurisdiction.

NOW THEREFORE, BASED ON MUTUAL COVENANTS BETWEEN THE PARTIES HEREIN, THE PARTIES AGREE AS FOLLOWS;

Appointment of the Building Official: The Building Official of Livingston County is hereby appointed to also serve as the Building Official for the City of Williamston. The Building Official shall be responsible for the administration and enforcement of the Michigan Building, Electrical, Mechanical, and Plumbing codes as applicable.

The Building Inspection Department: The Livingston County Building Department Staff and systems will provide building department services to the City of Williamston. Work shall be performed on a daily basis or as needed to facilitate the work.

SCOPE OF WORK:

- Provide consistent advice and guidance to citizens, contractors and architects regarding building codes and building department related issues as currently being afforded to other communities within the LCBD jurisdiction.
- Provide on-site presence (Department Staff) at the City of Williamston offices when necessary.
- Provide responsive and timely plan reviews as needed with the same quality of service currently afforded other communities under the jurisdiction of the Livingston County Building Department; consistent with the current Michigan building, electrical, mechanical, and plumbing codes and applicable City of Williamston ordinances.
- Utilize the existing Livingston County administrative organization to receive and document all permit applications, plan reviews and inspection requests.
- Provide on-site construction code inspections as needed.

- Manage the tracking and documentation of all projects for the City of Williamston through the use of the existing administration structure or as directed by the Acting County Administrator.
- Provide monthly building department activity reporting to the City of Williamston as afforded to other communities under the jurisdiction of Livingston County Building Department
- The City permit applicants will use the current County fee schedule for permits issued in the City of Williamston.
- Attend pre-construction and red flag meetings with City officials, planning staff and clients as needed for potential construction projects. Meetings can take place in either location as agreed.
- Administer Construction Board of Appeals meetings when needed.
- Retain all records per the retention policy required by the County
- Provide building code enforcement as need or as directed by the City.
- Provide insurance coverage as deemed necessary by the parties respective Attorneys.
- Provide proof of insurance to the City of Williamston.
- Provide necessary personnel, data, and other assistance during ISO review process

OTHER PROVISIONS:

- LCBD agrees that at all times during the term of this Agreement its officers, agents, and employees will maintain current registration in accordance with Public Act 407 of 2016, the Skilled Trades Regulation Act.
- Do we need anything about LCBD's status related to the City for items like workers' compensation? Essentially, that LCBD is not an employee of the City.

FEES AND FUNDING:

- Provide all building department services described above, funded solely by permit revenue collected by LCBD.
- Any global fee adjustments to the County Building Department fee structure will apply to the City of Williamston.
- Fee Schedule Attached

AGREEMENT AND CANCELLATION:

- This is a continuing agreement which renews automatically every year.
- Either party can cancel the agreement with 90 days' written notice.

TIMING:

- The transition of the basic services could be immediate. Adjustments to details would be ongoing.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution to Adopt the Revised Final E911 Service Plan – 911 Central Dispatch

WHEREAS, Livingston County Central Dispatch, as a county-governed department operating as a 911 emergency dispatch center, is required per Michigan Public Act 32 of 1986 MCL §484.11101 et seq, as amended (the “Act”), to establish an Enhanced 911 (E911) Service Plan with the purpose of managing 911 technologies and facilitating the needs for the E911 system as technology evolves; and

WHEREAS, the current E911 Service Plan is in need of revising to accommodate several changes in the technology of E911, operations, as well as updating current phone service providers, incorporation of applicable existing amendments and establishing appendices where appropriate; and

WHEREAS, as part of the required process for establishing the revised E911 Service Plan per the Act, it is necessary for the Livingston County Board of Commissioners to approve and adopt the revised Tentative E911 Service Plan creating a Service District to proceed with the county plan adoption; and

WHEREAS, the Act requires the resolution to include a date, time and place for a public hearing to be held on a final Plan not less than 90 days after the date of adoption of the resolution, and such hearing was held on April 27, 2020 at 7:30 PM via Zoom; and

WHEREAS, the revised Tentative E911 Service Plan has been approved by the County Administrator as well as the county legal consultants Cohl, Stoker & Toskey, P.C.; and

WHEREAS, Livingston County 911 Central Dispatch (“Central Dispatch”) will be the primary PSAP for the County; and

WHEREAS, the Act requires the County Board to adopt the Tentative Plan as the Final Plan by resolution after the public hearing has been held, except as modified by exclusions and notices, as identified in the E911 Service Plan, and the Final Plan will be adopted at a Livingston County Board of Commissioners meeting.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves and adopts the revised Final E911 Service Plan as presented, establishing that Livingston County 911 Central Dispatch (“Central Dispatch”) will be the primary PSAP for the County.

BE IT FURTHER RESOLVED that the Chair of the Livingston County Board of Commissioners is hereby authorized to sign any and all documents required for this project after review by legal counsel.

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MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Chad Chewning, 911 Director
Date: June 3, 2020
Re: Approval of Revised Final E911 Service Plan

The existing Livingston County Enhanced 911 (E911) Service Plan is in great need of updating. The most recent plan on file with the state of Michigan was updated in 2001 by Board Resolution #401-124 with an amendment that followed in 2003. Technology, system requirements for enhanced wireless and voice over internet protocol (VOIP) service, and operational processes have progressed significantly since then, and a revised plan is necessary to cover all needed areas of updating.

The process of revising the E911 Service Plan is explained in detail in the Michigan Public Act 32 of 1986, or what is more commonly referred to as the Emergency Telephone Service Enabling Act. It is also explained in the attached revised tentative E911 Service Plan section II. Plan Adoption. The adoption process involves the board first adopting the attached revised tentative E911 plan by resolution, then holding a public hearing not less than 90 days after the date of the tentative E911 adoption, and then lastly the board adopting the final approved revised E911 plan by resolution. The public hearing was held on April 27, 2020.

The revised E911 plan is written in a manner that allows the most common areas of needed future modifications such as public safety entities, telephone vendors, and evolving 911 technology to be updated via appendices rather than having to reopen the E911 plan for another revision in the near future. I am requesting the board consider the overall best interest of the county and the public safety entities and support this revision of the E911 Service Plan. Please contact me with any questions.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing Contract with Huron River Watershed Council for Watershed Planning Services Associated with Phase II Storm Water Permit Regulations – Drain Commissioner

WHEREAS, the Clean Water Act of 1972 established the National Pollution Discharge Elimination System (NPDES); and

WHEREAS, 1987 amendments to the Clean Water Act require the US Environmental Protection Agency to develop a phased approach to regulating storm water under NPDES; and

WHEREAS, Phase II Rules were promulgated in 1997 to address storm water discharges from construction activities, light industrial activities, and small municipal separate storm sewer systems (MS4's) in urbanized area; and

WHEREAS, the previous census has determined that significant areas of Livingston County meet the definition of an Urbanized Area; and

WHEREAS, the County, along with affected communities, have expressed the continued desire to work collaboratively with the County to reduce implementation costs; and

WHEREAS, the Livingston County Drain Commissioner has obtained a proposal from the Huron River Watershed Council to assist in watershed planning services associated with Phase II Storm Water Regulation for the years 2019-2024; and

WHEREAS, the last contract expired September 30, 2019, and the new contract will cover the remainder of the current permit term and the following permit cycle to December 31, 2024; and

WHEREAS, participating communities will pay a pro-rata share of the proposed contract.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby agrees to enter into an agreement with the Huron River Watershed Council, pursuant to their proposal dated January 16, 2020, in the amount estimated not to exceed \$44,037.00 annually for Phase II Storm Water Permit Assistance.

BE IT FURTHER RESOLVED that work associated with the individual communities will commence only after an agreement is executed between the County and local units, designating the apportionment of costs among communities.

BE IT FURTHER RESOLVED that the Livingston County Drain Commissioner shall initiate the steps necessary to meet the Phase II Permit Regulations for communities participating in the joint Phase II Initiative.

BE IT FURTHER RESOLVED that the Chairman of the Board of Commissioners be authorized to sign all forms, assurances, contracts, agreements, amendments and supporting documents related to the services associate with Phase II Storm Water Permit Regulations upon Review and approval of Civil Counsel.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY, MICHIGAN
OFFICE OF THE LIVINGSTON COUNTY DRAIN COMMISSIONER

2300 E. Grand River Avenue, Suite 105, Howell, MI 48843

Phone 517-546-0040 Fax 517-545-9658

Web Site: www.livgov.com/drain

Memorandum

To: Livingston County Board of Commissioners

From: Brian Jonckheere

Date: 6/9/2020

Re: Renewal of Intergovernmental Agreement and HRWC contract

Honorable Commissioners:

The following resolution is offered to allow for the continued work and collaboration between communities in Livingston County affected by the Federal Phase II storm water regulations. Per the provisions of the Clean Water Act, all affected communities must implement the actions defined in their storm water management plans submitted for permit approval by the Department of Energy, Great Lakes, and Environment (EGLE) and, in part, developed by the Livingston County Watershed Advisory Group (WAG).

Execution of the following contract, intergovernmental agreement and resolution will allow Livingston County to continue acting as a clearinghouse for implementation expenses and facilitator contracts. The result is a collaborative unit that can purchase necessary items and services in bulk, thus reducing the overall expense to the County and affected Townships, Cities, and Villages. The collaborative approach ultimately prevents duplication of effort and has saved money in the process. We see no reason to change this approach for the upcoming permit cycle. The five-year term of the contract is intended to match this cycle.

Enclosed please find:

1. Huron River Watershed Council Contract: Authorizes a contract with the Huron River Watershed Council, pursuant to their proposal (attached, dated January 16, 2020), to facilitate the implementation of the Phase II requirements. This would include meeting facilitation, aiding with the EGLE permitting process and support of grant writing initiatives.
2. Intergovernmental Agreement: Authorizes the execution of a contract with the Livingston County Watershed Advisory Group. This contract allows Livingston County to act as a pass through for costs associated with the management of the contract with HRWC. These costs will be billed to each of the WAG participants based on the allocation schedule stated in the contract.
3. Resolution: Approves a contract between Livingston County and the Huron River Watershed Council pursuant to their proposal for the performance of watershed planning services associated with phase II storm water permit regulations.

We respectfully request passage of the attached resolution.

Attachments (3)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2020, by the COUNTY OF LIVINGSTON (“Owner”), whose principal office is located at 304 East Grand River Avenue, Suite 202, Howell, Michigan 48843 and HURON RIVER WATERSHED COUNCIL (“HRWC”), a Michigan non-profit corporation, whose address is 1100 Main Street, Suite 210, Ann Arbor, Michigan 48104.

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I – SCOPE OF SERVICES

The HRWC will provide services as per the HRWC proposal letter dated January 16, 2020, a copy of which is attached. The attached letter is incorporated by reference into this Agreement and made a part thereof as Attachment A. In the event of any conflicts between this Agreement and the attached letter, the terms and conditions of this Agreement shall prevail.

ARTICLE II – COMPENSATION

Compensation for services shall be as per the HRWC proposal letter dated January 16, 2020. HRWC shall provide itemized quarterly invoices specifying the date and services provided, and the time spent when paid on an hourly rate basis. Additional services will be at the rate set forth in this Agreement unless a different rate is negotiated. Additional services will be compensated only if written authorization is provided for by Owner.

ARTICLE III – REPORTING OF HRWC

1. The HRWC must report to Owner’s Drain Commissioner or their designee and will cooperate and confer with him as necessary to ensure satisfactory work progress.
2. All reports, estimates, memoranda and documents submitted by HRWC must be dated and bear HRWC’s name and shall be provided to Owner. All correspondence sent or received by HRWC shall be copied and provided to Owner.
3. All reports made in connection with these services are subject to review and final approval by Owner.
4. Owner may review and inspect HRWC’s activities at any time during the term of this Agreement.
5. When applicable, or when requested by Owner, HRWC shall submit a final written report to Owner.
6. After reasonable notice to HRWC, Owner’s representatives may review any of HRWC’s internal records, reports, or insurance policies.

ARTICLE IV – TERM OF AGREEMENT

This Agreement begins on October 1, 2019 and expires on December 31, 2024.

ARTICLE V – PERSONNEL

1. HRWC will provide the required services with its own personnel and will not subcontract or assign services without Owner's written approval.
2. HRWC will not hire any Livingston County employee for any of the required services without Owner's prior written approval.

ARTICLE VI - USE OF DOCUMENTS

Owner shall have ownership of all documents, both hard copy and electronic, including, but not limited to, maps, drawings, specifications, reports and other work products prepared by HRWC pursuant to this Agreement. Upon completion or termination of this Agreement, all documents shall be submitted to Owner by HRWC. HRWC will be permitted to retain copies of all documents.

ARTICLE VII – INDEMNIFICATION AGREEMENT

HRWC shall indemnify Owner, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including HRWC's own employees, and for loss or damage to any property in connection with or in any way incidental to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this Agreement resulting from negligent acts or omissions of HRWC, any sub-contractor, or any employee, agent, or representative of HRWC.

Owner and HRWC may exercise any of their rights and remedies available at law or in equity in the event they incur claims, damages, lawsuits, costs and expenses, including, but not limited to, costs from administrative proceedings, court costs and attorney fees arising out of this Agreement.

ARTICLE VIII – INSURANCE REQUIREMENTS

HRWC will maintain, at its own expense during the term of this Agreement, the following insurance:

1. Workers' Disability Compensation Insurance including Employers Liability Coverage as required by law.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000.00 each occurrence for bodily injury and property damage. Livingston County and Livingston County's elected and appointed officers, employees and agents

shall be added as “additional insured” on HRWC’s general liability policy with respect to the services provided under this Agreement.

3. Automobile Liability Insurance, including Michigan No-Fault coverage, covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance, including residual liability insurance with a minimum combined single limit of \$1,000,000.00 each accident for bodily injury and property damage.
4. Professional Liability Insurance (Errors & Omissions) coverage with a minimum limit of \$1,000,000.00 each occurrence.

Insurance companies, named insureds and policy forms shall be subject to approval of Owner. Owner’s approval shall not serve to reduce HRWC’s responsibilities under this Agreement should the insurance coverage prove inadequate for any reason. HRWC shall furnish Owner with satisfactory certificates of insurance or a certified copy of the policy.

No payments will be made to HRWC until the current certificates of insurance have been received and approved by Owner. If the insurance as evidenced by the certificates furnished by HRWC expires or is canceled during the term of this Agreement, services and related payments will be suspended. HRWC shall furnish Owner with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this Agreement. Certificates shall be addressed to Owner and shall provide for thirty (30) day written notice to the certificate holder of cancellation of coverage.

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

HRWC shall comply with all federal, state, and local regulations, including, but not limited to, all applicable OSHA/MIOSHA requirements, the Elliott Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, the Americans with Disabilities Act of 1990, and Section 504 of the Federal Rehabilitation Act of 1973 and rules adopted thereunder. Breach of this Section shall be a material breach of this Agreement.

ARTICLE X – EQUAL EMPLOYMENT OPPORTUNITY

HRWC shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, disability that is unrelated to the individual’s ability to perform the duties of a particular job or position, age, height, weight, marital status, veteran status, religion and political belief. Breach of this Article X shall be a material breach of this Agreement.

ARTICLE XI – ASSIGNS AND SUCCESSORS

This Agreement is binding on Owner and HRWC, and their successors and assigns. The parties agree not to transfer or assign its respective interest in this Agreement without the written consent of the other.

ARTICLE XII – TERMINATION OF CONTRACT

Either party may terminate services without cause giving seven (7) calendar days written notice to the other party. HRWC will be compensated on a pro rata basis based on the rate of compensation set forth in this Agreement.

ARTICLE XIII – INDEPENDENT CONTRACTOR

The parties agree that HRWC is an independent contractor. HRWC is neither an employee nor an agent of Owner. HRWC shall be solely responsible for payment of all local, state, and federal income taxes and for all applicable payments with regard to social security or unemployment compensation for the performance of the terms of this Agreement and maintain all insurance required by law.

ARTICLE XIV – PRACTICE AND ETHICS

HRWC will conform to the code of ethics of their respective national and state professional associations and the generally accepted practices for watershed management and planning. HRWC shall be responsible for the technical accuracy and the adequacy of its services and all documents resulting therefrom; and Owner shall not be responsible for discovering defects, errors, or omissions therefrom. HRWC shall correct all errors or omissions without additional compensation.

ARTICLE XV – CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by Owner and HRWC will take place only upon a written agreement and will be incorporated into this Agreement by written amendments signed by both parties.

ARTICLE XVI – CHOICE OF LAW AND FORUM

This Agreement shall be subject to and governed by the laws of the State of Michigan. The HRWC agree that the venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

ARTICLE XV11 – SEVERABILITY

If any clause or provision of this Agreement is rendered invalid or unenforceable because of any state or federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void and such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality or unenforceability of

this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

ARTICLE XVIII - 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.

ARTICLE XIX – EXTENT OF AGREEMENT

This Agreement and the attached January 16, 2020 proposal letter represents the entire agreement between the parties and supersedes all prior representations, negotiations, or agreements, whether written or oral.

ARTICLE XX - CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT

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

COUNTY OF LIVINGSTON

Date: _____

By: Carol Griffith, Chairman
Livingston County Board of Commissioners

HURON RIVER WATER COUNCIL A Michigan Non-Profit Corporation

Date: _____

By: Rebecca Esselman
Executive Director

APPROVED AS TO FORM FOR COUNTY OF LIVINGSTON: COHL, STOKER & TOSKEY, P.C. By: COURTNEY A. GABBARA On: January 27, 2020

ATTACHMENT A



TO: Livingston Watershed Advisory Group
FROM: Ric Lawson, Watershed Planner
RE: **2019-2024 Work Plan and Budget**
DATE: January 16, 2020

The proposed five-year work plan below contains tasks to develop and execute joint watershed and stormwater initiatives and services for the Livingston Watershed Advisory Group (WAG). This current work plan is designed for the Livingston WAG members and presents support services that will be provided by HRWC at the group's request. These tasks are primarily designed to comply with stormwater permit requirements from the Michigan Department of Environment, Great Lakes and Energy (EGLE). The workplan is for five and ¼ years, which is consistent with a five-year permit cycle for stormwater regulations. An extra quarter in 2019 is added to move the contract to a calendar year cycle.

The work plan budget is a "not to exceed" budget, with tasks only engaged as the membership approves. There are several important changes in this budget from the 2013-2018 budget.

- Reporting on macroinvertebrate sampling has been included in the monitoring task item. This program was previously provided free of charge, but members benefit from the results by being able to show the biological quality of waterways. Reporting will only occur if funding for macroinvertebrate sampling can be raised by HRWC from elsewhere. Slight changes in chemistry monitoring to comply with permit requirements also increased those monitoring costs somewhat.
- Further, several new public education activities were added. These activities were committed to by municipalities in their Public Education Plans and are required for stormwater permit compliance.

Timeline: This proposed work plan begins October 1, 2019 and ends December 31, 2024.

*Note: All listed costs are **average** spread over 5¼ years. Depending on task, some individual year costs would be higher and some would be zero.*

Work Plan Tasks:

Task 1: Meeting facilitation, coordination and Public Participation

Description: The WAG will meet on a biannual basis at minimum to report on activities and progress. During the permit application process, the WAG may need to meet more frequently. HRWC can provide standard facilitation services, or minimal meeting support and participation. HRWC will prepare communications for all meetings including agenda, agenda item materials, and follow-up items; facilitate meetings; and coordinate with guest speakers.

Rationale: Public meetings are required by commitments in the Public Participation Plan within stormwater permit applications and are necessary for planning and coordination.

Annual Cost: \$2,282

Task 2: Prepare program reports

Description: Biennial progress reports are required for stormwater permits. HRWC will develop the necessary materials to report collaborative activities to the Michigan Department of

Environment, Great Lakes, and Energy. HRWC will compile, summarize, and disseminate relevant information as needed for individual stormwater reporting in MiWaters. All reports will be shared with Partners prior to the permit report deadline and updated as necessary.

Rationale: Biennial reports are required for stormwater permits. The reports also provide the basis for measuring and reporting progress.

Annual Cost: \$2,440

Task 3: **Conduct water chemistry and flow monitoring and report on macroinvertebrates**
Description: HRWC will work with the WAG to plan and execute water chemistry and flow monitoring and stormwater investigation for two field seasons (April to September) during the permit cycle as well as additional annual storm monitoring. Water chemistry and flow monitoring provides an overall assessment of watershed health and identifies areas of success and in need of greater attention. HRWC will work with watershed group members to integrate monitoring with Illicit Discharge Elimination Programs (IDEP). Work will include the following: measure stream discharge (Q) at long-term monitoring sites (6 in Livingston) during dry and wet weather conditions; monitor key water quality indicators at long-term sites and stormwater investigative sites during dry and wet weather conditions; collect targeted chemistry samples during select storm events; obtain and maintain equipment; recruit and train volunteer field crew; coordinate sample delivery logistics with lab; coordination of volunteer outings; deliver water samples to lab; obtain lab results and enter into database; analyze and synthesize data; communicate monitoring results in report form for a general audience; present results at WAG meetings; incorporate results into progress reports and promotional media; and disseminate monitoring reports to members and post on HRWC website.

Rationale: Monitoring for TMDL areas (water chemistry) is required by the stormwater permits. It is also necessary to help determine pollutant hot spots, track changing conditions, and assess progress. Flow and storm monitoring is useful in interpreting chemistry results. Macroinvertebrate reporting provides a baseline assessment of overall water and stream habitat quality. Macroinvertebrate reporting will only occur if funding is raised to support data collection

Annual Cost: \$12,942

Task 4: **Provide technical assistance on permit compliance**
Description: HRWC will facilitate discussion and development of shared permit application materials and assist in permit negotiation with EGLE. HRWC will consult with watershed group members on an as-needed basis to provide advice, information and assistance with all aspects of the stormwater permit. If audited, HRWC staff will meet with state auditors regarding permit-related watershed activities. HRWC will also represent watershed group members at statewide MS4 meetings or relevant stormwater management discussions.

Rationale: Stormwater permit applications allow for submission of watershed-wide materials. Joint planning can be more efficient, reduce costs, and meet overall goals more effectively. HRWC is periodically asked to provide individual permittee support. This task includes a few extra hours to research and follow-up on implementation projects suggested by WAG members. Additional hours were included to develop grant funding proposals.

Annual Cost: \$2,009 (including one grant proposal per year)

Task 5: Continue to implement the Public Education Plans (PEP)

Description: HRWC will develop and execute tasks to meet the permit's public education requirements. Major items will include educational advertising, regular development and production of an educational calendar to include, once during the five year workplan, a mechanism for collecting evaluative feedback to measure the effectiveness of the piece itself or overall effectiveness of public education efforts, representation at two regional public outreach events annually and development of stormwater management informational content for local distribution and use with the public. Details on specific task items can be found in the PEP. Calendar printing and distribution will be contracted separately with individual municipalities and agencies.

Rationale: All items within this task are related to commitments made in the PEP within stormwater permit applications. Collaborative watershed education is more consistent and effective at a lower overall cost.

Annual Cost: \$22,266

Total Contract Cost

Not to Exceed \$231,191 total (\$44,037 annual average)

Individual year budgets will vary due to task timing. A task item budget that includes summaries of annual estimates and variation is included with this work plan.

Comparison with Previous Contract

Previous average annual budget:	\$40,864
Average annual expended:	\$23,317
Annually unexpended:	\$17,547

Livingston/Washtenaw County Watershed Group Work Plan Budget (2019-2024)

Task Description	Item	Year								Annual Average
		2019 (Oct-Dec)	2020	2021	2022	2023	2024	Totals		
Watershed Activities										
1 Meeting preparation and facilitation	Staff	\$ 2,268	\$ 1,535	\$ 1,565	\$ 1,612	\$ 1,645	\$ 3,355	\$ 11,980		
	Other							\$ -		
	Total	\$ 2,268	\$ 1,535	\$ 1,565	\$ 1,612	\$ 1,645	\$ 3,355	\$ 11,980	\$ 2,281.89	
2 Progress reporting	Staff	\$ 504	\$ 512	\$ 5,218	\$ 537	\$ 5,482	\$ 559	\$ 12,812		
	Other							\$ -		
	Total	\$ 504	\$ 512	\$ 5,218	\$ 537	\$ 5,482	\$ 559	\$ 12,812	\$ 2,440.38	
3 Water chemistry and flow monitoring Macroinvertebrate monitoring	Staff	\$ 630	\$ 22,381	\$ 2,609	\$ 2,687	\$ 23,983	\$ 2,796	\$ 55,086		
	Staff	\$ -	\$ 639	\$ 2,609	\$ 672	\$ 2,741	\$ 699	\$ 7,360		
	Other (1)	\$ -	\$ 3,500	\$ -	\$ -	\$ 2,000	\$ -	\$ 5,500		
	Total	\$ 630	\$ 26,520	\$ 5,218	\$ 3,359	\$ 28,724	\$ 3,495	\$ 67,946	\$ 12,942.16	
4 Permit application and compliance	Staff	\$ 504	\$ 1,918	\$ 1,957	\$ 2,015	\$ 2,056	\$ 2,097	\$ 10,547		
	Other							\$ -		
	Total	\$ 504	\$ 1,918	\$ 1,957	\$ 2,015	\$ 2,056	\$ 2,097	\$ 10,547	\$ 2,008.96	
5 Public Participation and Education	Staff	\$ 945	\$ 20,143	\$ 20,546	\$ 21,162	\$ 21,585	\$ 22,017	\$ 106,397		
	Other (2)	\$ 500	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 10,500		
	Total	\$ 1,445	\$ 22,143	\$ 22,546	\$ 23,162	\$ 23,585	\$ 24,017	\$ 116,897	\$ 22,266.11	
Subtotal		\$ 5,351	\$ 52,627	\$ 36,503	\$ 30,686	\$ 61,492	\$ 33,523	\$ 220,182	\$ 41,939.50	
Administration	@ 5%	\$ 268	\$ 2,631	\$ 1,825	\$ 1,534	\$ 3,075	\$ 1,676	\$ 11,009	\$ 2,096.98	
Total		\$ 5,619	\$ 55,259	\$ 38,329	\$ 32,220	\$ 64,566	\$ 35,199	\$ 231,191	\$ 44,036.48	

(1) includes cost of equipment purchase and maintenance

(2) budget based on annual calendar and supplemental advertising

**INTERGOVERNMENTAL AGREEMENT
FOR PHASE II STORM WATER NPDES GENERAL PERMIT
WATERSHED PLANNING AND ASSISTANCE WITH PERMIT COMPLIANCE FOR
THE LIVINGSTON COUNTY WATERSHED ADVISORY GROUP**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2020, by the COUNTY OF LIVINGSTON (“County”), and the Livingston County Road Commission (“LCRC”), the City of Brighton, Brighton Township, Green Oak Township, Hamburg Township, Hartland Township, and the Village of Pinckney, (hereinafter referred to individually as a “Participant” or collectively as the “Participants.”).

IT IS AGREED THAT:

The Participants are subject to the requirements of the Phase II Storm Water Regulations (the “Phase II Regulations”), 33 USC § 1251, *et seq.*, published by the United States Environmental Protection Agency (“EPA”) in the Federal Register on December 8, 1999; and

The Participants have formed the Livingston County Watershed Advisory Group and have applied for coverage under and are subject to the requirements of the Michigan Department of Energy, Great Lakes, and Environment (“EGLE”) National Pollutant Discharge Elimination System (“NPDES”) General Permit for Storm Water Discharges from Municipal Separate Storm Sewer Systems (“MS4s”); and

The Board of Commissioners of the County of Livingston has approved the Livingston County Drain Commissioner (“LCDC”), as agent for the County, to implement and comply with NPDES General Permit Requirements.

The Participants have agreed to cooperate and actively engage in the activities necessary to enable the Participants to comply with the Phase II Regulations; and

The Participants are authorized to enter into an Agreement for a term up to but not beyond December 31, 2024 whereby the Participants shall pay the County for such services; and

In order to provide for such services, it is necessary that the County and the other Participants enter into this Agreement.

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

1. The Participants hereby approve and agree that the County shall provide such services hereunder as are necessary (all such services being hereinafter collectively referred to as the “Services”) to assist the Participants in complying with the General Permit and Phase II Regulations planning requirements and in other related watershed management activities within the subwatershed. This Agreement will cover the facilitation of planning meetings, assistance with implementing priority activities in the Watershed Management Plan, assistance in Stormwater Management Plan revisions, and assistance in the reapplication for permit coverage. The services are detailed in the attached Contract between the County and the Huron River Watershed Council (“HRWC”).
2. The LCDC, as agent for the County, will chair, facilitate and oversee the operation of the planning meetings and coordinate actions among Participants. The County shall engage such consultants, assistants, attorneys, and employees as may be necessary to provide the Services and shall make all necessary rules governing the operation of the planning meetings and the provision of the Services. The LCDC, as chair, shall call the meetings, provide a location for the meeting, establish agendas, establish

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subcommittees and perform other functions as needed to assist the group in meeting permit responsibilities. Meeting notices will be prepared and e-mailed or mailed by the LCDC to all Participants and interested parties at least one (1) week prior to each meeting. The LCDC will assume responsibility for preparing minutes and meeting summaries which will be sent to Participants and interested parties prior to the next scheduled meeting.

3. The Participants (voting members) of the Livingston County Watershed Advisory Group shall consist of the LCDC, the LCRC, the City of Brighton, Brighton Township, Green Oak Township, Hamburg Township, Hartland Township, the Village of Pinckney, and any other appropriate regulated public entities that enter into this Agreement and share in the cost of Services. EGLE, Southeast Michigan Council of Governments ("SEMCOG"), HRWC, other communities, agencies, consultants or organizations, and individual citizens may participate as non-voting members and receive notice of meetings on request.
4. Representatives from each Participant shall be designated by the governing body of the Participant and shall actively and faithfully participate in all subwatershed planning activities. The Participants, through their representative, shall provide to the planning committee all information and materials necessary to comply with the General Permit and the needs of the committee. The committee shall meet as needed, at minimum annually.
5. The Livingston County Watershed Advisory Group will serve as a forum for discussion and will be expected to reach decisions through consensus of the Participants. When an official action is required and consensus cannot be reached, the group will take action based upon a majority vote of the Participants. Each Participant will have one (1) vote. All decisions of the group will be recorded and distributed to all Participants. Each Participant shall have an opportunity to vote, regardless of attendance of an official meeting, through written opposition or approval.
6. The cost of the Services to be provided by the County pursuant to this Agreement is presently estimated to be a maximum \$44,037.00 annually, which estimate is hereby approved by the Participants. The share of the cost of such Services are to be borne by the Participants in the following appropriation: thirty-five percent (35%) each by LCDC and LCRC, and five percent (5%) each by the City of Brighton, Brighton Township, Green Oak Township, Hamburg Township, Hartland Township, and the Village of Pinckney.
7. Each Participant agrees to pay the County its share, as set forth in Section 6 of this Agreement, promptly upon receipt of an invoice for the same from the County, but no later than thirty (30) days after receipt. Subject to Section 8, Participants shall not be responsible for any costs for Services that exceed estimated costs unless such additional costs have been approved by three-fourths ($\frac{3}{4}$) of the Participants in writing. If such additional costs are so approved, each Participant agrees to pay its revised share of such costs promptly upon receipt of an invoice for the same from the County, but no later than thirty (30) days after receipt.
8. The Participants have agreed to contribute up to \$5,000.00 in annual contingency funds, which shall be used at the discretion of the Participants for watershed management activities. If contingency funds are used, the total cost of the Services may exceed \$44,037.00 annually. The Participants agree that the decision to contribute and use contingency funds shall be made by majority vote of the Participants. The share of the cost of such contingency funds are to borne by the Participants in the following appropriation: thirty-five percent (35%) each by LCDC and LCRC, and five percent (5%) each by the

**INTERGOVERNMENTAL AGREEMENT
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City of Brighton, Brighton Township, Green Oak Township, Hamburg Township, Hartland Township, and the Village of Pinckney.

9. The payments made by the Participants pursuant to Sections 6, 7, and 8 shall be used solely and only to pay for the Services as contemplated by this Agreement.
10. The parties hereto agree that the costs and expenses of any claims or lawsuits arising directly or indirectly out of this Agreement or the performance of the Services, including, but not limited to, satisfaction of settlements and judgments, to the extent that such costs and expenses are chargeable against the County, shall be deemed to constitute part of the cost of the Services and shall be paid by the Participants in the same manner as herein provided with respect to other costs of the Services.
11. In the event that any one (1) or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
12. The Agreement shall become effective after approval by the governing body of each Participant and shall cover the period up to December 31, 2024, unless extended by the parties in writing; may be executed in several counterparts, which shall be treated as one integrated original for enforcement purposes; and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
13. Notwithstanding any other provision in this Agreement to the contrary, any of the Participants to this Agreement may terminate their participation in this Agreement upon not less than one hundred eighty (180) days prior written notice to each of the other Participants. The terminating Participant shall continue to fulfill its obligations and to make payments as required by this Agreement up to the effective date of termination. In the event a Participant elects to terminate its participation in this Agreement, the remaining Participants shall have the option of terminating this Agreement on a date mutually agreed upon by such remaining Participants or, in the alternative, continue with the Agreement and reach an agreement to divide among the remaining Participants the responsibility for paying the sums which had been the obligation of the terminating Participant.
14. The Participants, as required by law, shall not discriminate against a person to be served, 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, 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.

The Participants shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- a) The Elliot-Larsen Civil Rights Act, 1976, PA 453, as amended.
- b) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c) Section 504 of the Federal Rehabilitation Act of 1973, P. L. 93-112, 87 Stat 355, as amended, and regulations promulgated thereunder.

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- d) The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 327 (42 USCA §12101 et seq.), as amended, and regulations promulgated thereunder.

Breach of this Section shall be regarded as a material breach of this Agreement. In the event a Participant is found not to be in compliance with this Section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Participant.

15. Modifications, amendments, or waivers of any provisions of this Agreement may be made only by the written approval by a majority of the Participants.
16. The persons signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

[Signature pages to follow]

**INTERGOVERNMENTAL AGREEMENT
FOR PHASE II STORM WATER NPDES GENERAL PERMIT
WATERSHED PLANNING AND ASSISTANCE WITH PERMIT COMPLIANCE FOR
THE LIVINGSTON COUNTY WATERSHED ADVISORY GROUP**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers, all as of the day and year first above written.

Witnesseth:

By: _____

Its: _____

APPROVED AS TO FORM FOR COUNTY OF LIVINGSTON: COHL, STOKER & TOSKEY, P.C. By: COURTNEY A. GABBARA On: January 31, 2020

N:\Client\Livingston\Drain\Agreements\Watershed Advisory Group Phase II General Permit\Draft_Intergovernmental_Agreement2020 (final).doc

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution to Amend the Animal Control Ordinance – Sheriff / Animal Control

WHEREAS, In 1987 the County passed an ordinance that: defined the County Animal Control Officer; Licensing and vaccination of dogs; confinement of dogs and other animals under certain circumstances; County Animal Shelter and impoundment; killing and seizing of dogs and other animals; enumeration of certain violations and procedure therefore; penalties; preservation of certain rights; County Treasurer's duties and records; fees and expenses; receipts and disbursements of funds; construction; validity and severability; repeal; and

WHEREAS, this ordinance was last amended and adopted March 19th, 2018 by resolution #2018-03-053; and

WHEREAS, in the continued interest of protecting the public health, safety, convenience, and welfare of the citizens of Livingston County there are several operational and structural changes needed which, to effectuate, will require an update to the Animal Control Ordinance; and

WHEREAS, it has been determined that language in the ordinance should be changed to move violations of the ordinance from misdemeanor violations to civil infractions.

WHEREAS, the Animal Shelter Director will serve at the pleasure of the Board of Commissioners.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves and adopts the changes to the Livingston County Animal Control Ordinance attached hereto.

BE IT FURTHER RESOLVED that the Livingston County Clerk is directed to cause notice of the adoption of 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.

#

#

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MOVED:
SECONDED:
CARRIED:

COUNTY OF LIVINGSTON
COUNTY BOARD OF COMMISSIONERS

NOTICE OF ADOPTION OF ORDINANCE AMENDMENT

PLEASE TAKE NOTICE THAT on _____, 2020, pursuant to MCL 287.289a and MCL 46.11(j), the Livingston County Board of Commissioners adopted an amendment to the Livingston County Animal Control Ordinance, to enumerate certain violations, to change violations from misdemeanors to civil infractions, to effectuate operational and structural changes, and to make other clarifying revisions.

The amendment to the Animal Control Ordinance is effective upon publication of this Notice of Adoption of Ordinance. A complete copy of the Animal Control Ordinance, as amended, is available for inspection and copying at the office of the Livingston County Clerk, 200 E. Grand River Ave., Howell, MI 48843.

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LIVINGSTON COUNTY SHERIFF'S OFFICE

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

DATE: June 15th, 2020

TO: Livingston County Board of Commissioners

FROM: Sergeant Chad Sell

RE: Request to amend the Livingston County Animal Control Ordinance

The Livingston County Sheriff's Office is requesting the Board of Commissioners to amend the current Livingston County Animal Control Ordinance. During review of the current ordinance it has been determined that several operational and structural changes need to be made to the current ordinance to continue protecting the public health, safety and welfare of the citizens of Livingston County. Through communication with the Treasurer's Office and the Animal Shelter you will find an updated ordinance.

In 2018 Animal Control Officers were placed under the supervision of the Sheriff's Office and are no longer associated with the Animal Shelter or Animal Shelter Director. Furthermore, our current ordinance reflects violations as misdemeanor criminal offenses with a national trend moving toward de-criminalization.

By amending the current ordinance it will bring the ordinance inline with current practices and update current laws. Your support will allow the Sheriff's Office, Animal Shelter and Treasurer's Office to continue a vital service to our County in an efficient and streamlined manner.

LIVINGSTON COUNTY ANIMAL CONTROL ORDINANCE

APPROVED: APRIL 6, 1987	RESOLUTION #487-085
AMENDED: NOVEMBER 20, 1989	RESOLUTION #1189-280
AMENDED: MAY 19, 2008	RESOLUTION #2008-05-156
AMENDED: NOVEMBER 1, 2010	RESOLUTION #2010-11-310
AMENDED: MARCH 19, 2018	RESOLUTION #2018-03-053

An Ordinance relating to and providing for animal control within the boundaries of Livingston County; purpose of Ordinance; definitions: County Animal Control Officer, his duties, authority, responsibilities and removal from office; Licensing and vaccination of dogs; confinement of dogs and other animals under certain circumstances; County Animal Shelter and impoundment of dogs and other animals and redemption of dogs and other animals impounded; killing and seizing of dogs and other animals; enumeration of certain violations and procedure therefor; penalties; preservation of certain rights; County Treasurer's duties and records; fees and expenses; receipts and disbursements of funds; construction; repeal.

THE PEOPLE OF THE COUNTY OF LIVINGSTON, MICHIGAN, DO ORDAIN:

ARTICLE I - PURPOSE

Deeming it advisable in the interest of protecting the public health, safety, convenience and welfare and to provide for the orderly and uniform administration of the dog licensing provisions of the State of Michigan and, in particular, Act #339 of the Public Acts of 1919, as amended, being MCL 287.261 - Section 287.290 and to create the position of Animal Control Officer and define his duties, authority and responsibilities, to create the Animal Shelter Department and the position of Animal Shelter Director, and to regulate and control the conduct, keeping and care of dogs and certain other animals, the County of Livingston, Michigan, does hereby adopt the following Ordinance.

ARTICLE II - DEFINITIONS

For the purpose of this Ordinance, the following terms shall have the following meanings respectively designated for each:

- (a) **AGGRESSION.** The term aggression refers to observed or historical behavior that makes an animal a danger to the health and safety of people or other animals.
- (b) **ANIMALS.** Unless otherwise stated, the word "Animal" as used in this ordinance shall include birds, fish, mammals and reptiles.
- (c) **ANIMAL CONTROL OFFICER** means any person employed by the County in the County Sheriff's Office for the purpose of enforcing this Ordinance or State statutes pertaining to dogs or other animals, as well as persons or deputies employed by the County to enforce this Ordinance.
- (d) **ANIMAL SHELTER** means Livingston County Animal Shelter.
- (e) **BOARD OF COMMISSIONERS** means the Livingston County Board of Commissioners.
- (f) **COUNTY** means the County of Livingston of the State of Michigan.

- (g) DAY means Monday through Friday, 8:00 a.m. to 5:00 p.m. Saturdays, Sundays, and holidays during which County offices are closed shall not be included in the definition of DAY.
- (h) KENNEL shall mean any establishment, except a pet shop, animal shelter or pound licensed pursuant to MCL 287.331 to 287.340, wherein or whereon three (3) or more dogs are confined and kept for sale, boarding, breeding or training purposes, for remuneration, constructed so as to prevent the public or stray dogs from obtaining entrance thereto and gaining contact with dogs lodged therein. This definition shall not be deemed to apply to a litter of puppies with their mother and under six (6) months of age.
- (i) LIVESTOCK means horses, stallions, colts, geldings, mares, sheep, rams, lambs, bulls, bullocks, steers, heifers, cows, calves, mules, jacks, jennets, burros, goats, kids, hogs, swine, and furbearing animals being raised in captivity.
- (j) NON-AGRICULTURAL AREA shall mean any area zoned by a city, village, township or other governmental body, agency or commission as other than for agricultural purposes.
- (k) OWNER, and "persons owning premises" shall mean both the owner of title of record and those occupying or in possession of any property or premise.

The term "owner," when applied to the proprietorship of an animal, means every person having a right of property in the animal, an authorized agent of the owner, and every person who keeps or harbors the animal or has it in his care, custody or control, and every person who permits the animal to remain on or about the premise occupied by him.
- (l) PERSON. The word "person" shall include state and local officers or employees, individuals, corporations, co-partnerships and associations.
- (m) POLICE OFFICER means any person employed or elected by the people of the State of Michigan, or by any city, village, county or township whose duty it is to preserve peace or make arrest or to enforce the law, and includes game, fish and forest fire wardens and members of the State Police and Conservation Officers.
- (n) POULTRY means all domestic fowl, ornamental birds and game birds possessed or being reared under the authority of a breeder's license pursuant to MCL 317.71 to 317.85.
- (o) RABIES SUSPECT ANIMAL means any animal which has been determined by the Michigan Department of Public Health to be a potential rabies carrier and which has bitten a human, or any animal which has been in contact with or been bitten by another animal which is a potential rabies carrier, or any animal which is a potential rabies carrier which shows symptoms suggestive of rabies.
- (p) STATE means the State of Michigan.
- (q) TREASURER means the Livingston County Treasurer.

ARTICLE III - ANIMAL CONTROL OFFICER

Section 1. An Animal Control Officer shall be appointed by the Board of Commissioners and shall serve as Director of the Animal Control Department. Said person shall report to the County Sheriff, and serve at the pleasure of the Board of Commissioners. The Animal Control Officer is not responsible for operating the Animal Shelter.

Section 2. In lieu of all fees and other remuneration under the statutes of this State, the Animal Control Officer, his deputies and assistants, except census takers, shall be paid a salary as established and determined by appropriate resolution of the Board of Commissioners.

Section 3. The Animal Control Officer shall fulfill the following duties:

- (a) The Animal Control Officer shall promptly seize, take up and place in the animal shelter all dogs or other animals, livestock or poultry found running at large or being kept or harbored any place within the County contrary to the provisions of this Ordinance or the statutes of the State. In the event the animal shelter's facilities are inadequate for holding the type of animals seized, such as livestock and poultry, pursuant to

this Ordinance and State law, the Animal Control Officer shall place such animals in such alternative facilities as authorized by the Board of Commissioners and permitted by the statutes of the State.

- (b) The Animal Control Officer and his deputies shall either have had a minimum course of study of not less than one hundred (100) instructional hours as prescribed by the Michigan Department of Agriculture or be deputized as a peace or police officer. Upon meeting either of these requirements, the Animal Control Officer and his deputies shall be legally authorized to have the power and it shall be his duty and that of his deputies to issue appearance tickets, citations or summons to those persons owning, keeping or harboring dogs contrary to the provisions of this Ordinance or the statutes of the State.
- (c) It shall be the duty of the Animal Control Officer, his deputies or assistants, to destroy in a humane manner, all impounded dogs or other animals lacking a collar, license or other evidence of ownership after being impounded for four (4) days, or if the animal has a collar, license or other evidence of ownership, seven (7) days from the date of mailing to the animal's owner written notice that the animal has been impounded. If, however, in the Animal Control Officer's, his deputy's or assistant's judgment, said dog or other animal is valuable or otherwise desirable for keeping, the Animal Control Officer, his deputies or assistants may release said dog, or other animal, after the required holding period, to any person who will undertake to remove said animal from the County or keep said animal within the County in accordance with the provisions of this Ordinance and the statutes of the State, including compliance with licensing and vaccination requirements, upon payment of the proper charge for the care and treatment of said animal while kept in the animal shelter or dispose of said dog or other animal in a manner approved by the Board of Commissioners. Such regulations regarding the sale of animals from the animal shelter and boarding and other charges shall be posted in a conspicuous place at the animal shelter. The bodies of all animals destroyed at the animal shelter or elsewhere in the County shall be disposed of by the Animal Control Officer, his deputies or assistants, in a manner approved by the Board of Commissioners and in compliance with the statutes of the State. Any animals voluntarily turned in to the animal shelter by the owner thereof for disposition need not be kept for the minimum period set forth herein before release or disposal of such animal is made by the Animal Control Officer, his deputies or assistants, as provided herein.
- (d) The Animal Control Officer shall promptly investigate all animal bite cases by a rabies suspect animal involving human exposure and shall search out and attempt to discover the animal involved and shall either seize and impound or require its owner to quarantine the animal for examination for disease in accordance with Article V of this Ordinance and/or the statutes of the State. In the event the owner of a quarantined animal is unable to maintain the quarantine during the required period, the owner shall deliver said animal to the animal shelter or, upon notice to the Animal Control Officer, to a veterinarian clinic for impoundment. Failure of an owner to maintain a quarantine or to deliver a quarantined animal for impoundment shall constitute a misdemeanor punishable as set forth in Article IX of this Ordinance. In addition to such penalty, the Animal Control Officer shall seize and impound the quarantined animal.
- (e) The Animal Control Officer shall assume the duty provided MCL 287.276 to determine and locate all unlicensed dogs, to list such dogs, and to deliver said list on or before June 1st of each year to the Treasurer for the necessary proceedings as provided by this Ordinance and/or the statutes of the State.
- (f) The Animal Control Officer, his deputies or assistants are hereby authorized and empowered, in accordance with the provisions of this Ordinance, upon probable cause and issuance of a warrant, or exigent circumstances, to enter upon private premises for the purpose of inspecting same to determine the harboring, keeping or possessing of any dog or dogs and whether the owners of said dogs have complied with the appropriate provisions of this Ordinance and the statutes of the State and to apprehend and take with him any dogs for whom no license has been procured in accordance with this Ordinance and the statutes of the State or for any other violation hereof. The provisions of this sub-section shall specifically include, but not be limited to, investigation of or seizure for cruelty to animals.
- (g) The Animal Control Officer shall have the right to inspect any kennel, a license for which has been issued by the Treasurer pursuant to this Ordinance and the statutes of the state, and shall have the duty to suspend said license if, in his opinion, conditions exist which are unhealthy or inhumane to the animals kept therein pending correction of such conditions, and further shall have the duty to revoke said license if such conditions are not corrected within a reasonable period of time.

- (h) The Animal Control Officer shall have the right, to investigate complaints of dogs or other animals alleged to be dangerous to persons or property and shall have the right to seize, take up and impound such animals.
- (i) The Animal Control Officer shall have the right to investigate complaints of cruelty to dogs or other animals, livestock or poultry and shall have the right to seize, take up and impound any dog or other animal, livestock or poultry which has been subject to such cruelty.
- (j) The Animal Control Officer, his deputies or assistants, if authorized by the Treasurer, shall, at all times, carry a book of receipts properly numbered in sequence for accounting purposes, for the issuing of dog licenses as provided in this Ordinance and shall issue such dog licenses in accordance herewith. The Animal Control Officer, if authorized by the Treasurer, shall also perform, in conjunction with the Treasurer, such other duties assigned to the Treasurer by this Ordinance and the statutes of the State regarding issuance, transfer and replacement of dog and kennel licenses and tags. While authorized by the Treasurer to perform such duties, the Animal Control Officer shall ensure that the original of all records evidencing the performance of such duties are turned over to the Treasurer not less than monthly with copies of said records retained at the Animal Control Officer's office. All fees and monies collected by the Animal Control Officer, his deputies or assistants as herein provided, shall be accounted for and turned over to the Treasurer on or before the first of each and every month, or more often, if reasonably necessary under the standard practices of the Treasurer's accounting system.
- (k) The Animal Control Officer shall have such other duties relating to the enforcement of this Ordinance as the Board of Commissioners may, from time to time, provide.

Section 4. It shall further be the duty of the Animal Control Officer, his deputies or assistants, to enforce the provisions of this Ordinance and the statutes of the State pertaining to dogs and other animals, and he may make complaint to the appropriate District Court or other appropriate court in regard to the violation thereof.

Section 5. The. Animal Control Officer, his deputies or assistants shall dispose of any animal, livestock or poultry seized, taken up and/or impounded as provided for herein, in accordance with the provisions of this Ordinance and/or the statutes of the State.

Section 6. All suspensions and/or revocations of licenses and all seizures for cruelty or dangerousness as provided for herein, shall be in accordance with such rules and regulations as are adopted from time to time by the Board of Commissioners.

Section 7. The Animal Control Officer may be removed from office for good cause shown after a hearing before the Board of Commissioners and after first being given reasonable notice of a time, date and place of said hearing. A vote for removal or non-removal shall be by majority vote of the Board of Commissioners.

ARTICLE IV - LICENSING AND VACCINATION

Section 1. It shall be unlawful for any person to own any dog of licensing age as set forth in Section 2 of this Article, unless the dog is licensed as hereinafter provided, or to own any dog of licensing age that does not, at all times, wear a collar with a tag approved by the Director of the Michigan Department of Agriculture, attached, as hereinafter provided, except when engaged in lawful hunting accompanied by its owner; or for any owner of any female dog to permit the female dog to go beyond the premises of such owner when she is in heat, unless the female dog is held properly in leash; or for any person except the owner, to remove any collar and/or license tag from a dog; or for any owner to allow any dog, except working dogs such as leader dogs, farm dogs, hunting dogs, and other dogs, when accompanied by their owner, while actively engaged in activities for which such dogs are trained, to stray unless held properly in leash.

Section 2. All dogs except those covered by a kennel license obtained pursuant to Section 7 of this Article shall be licensed as follows:

- (a) On or before March 1st of each year, the owner of any dog four (4) months old or over, except as provided in Section 3 of this Article, shall apply to the county, township or city treasurer or his authorized agent, where the Owner resides, in writing, for a license for each dog owned or kept by him. Such application shall state the breed, sex, age, color and markings of such dog, and the name and address of the last previous Owner. Such application for a license shall be accompanied by a valid certificate of vaccination for rabies signed by a licensed veterinarian, certifying that the dog has been vaccinated for rabies with a vaccine licensed by the United States Department of Agriculture.
- (b) Any person becoming the owner, after March 1st, of any dog four (4) months old or over, which has not already been licensed, or any person owning a dog which becomes four (4) months old at any time after March 1st of any year, shall apply for and secure a license for such dog within seven (7) days of the date in which the dog reaches such age. The license application to be used for a license under this subsection shall be the same as required in Section 2(a) of this Article, accompanied by a valid certificate of vaccination for rabies signed by a licensed veterinarian, certifying that the dog has been vaccinated for rabies with a vaccine licensed by the United States Department of Agriculture.

Section 3. No dog shall be exempt from the rabies vaccination requirements set forth in Section 2 of this Article. The owner of a dog of licensing age under this Ordinance shall at all times keep said dog's rabies vaccination current and be able to produce a valid certificate of vaccination for rabies signed by a licensed veterinarian, certifying that the dog has been vaccinated for rabies with a vaccine licensed by the United States Department of Agriculture.

Section 4. The license fees for dogs licensed under Section 2 of this Article shall be as follows:

- (a) The fee for licenses acquired on or before March 1st for male or female dogs four (4) months of age or older that are not surgically sterilized and for surgically sterilized male or female dogs six (6) months of age or older shall be the sum the Board of Commissioners shall require by resolution of a majority of the Board.
- (b) For dogs reaching the age of four (4) months after March 1st, the owner thereof shall obtain a license within seven (7) days of the date in which a dog reaches four (4) months of age at the rate set forth in Section 4(a) of this Article, and in case of application made at any time after July 10th of any year, the license fee shall be one-half ($\frac{1}{2}$) the amount fixed as the annual license fee for such dog.
- (c) A dog which is used as a service dog for a person with a disability is not subject to any fee for licensing, as provided in MCL 287.291.
- (d) The license fee for any dog for which a license has not been obtained in accordance with Section 4(a) and (b) of this Article shall be considered delinquent and the fee for acquiring a license for such a dog which has not been surgically sterilized and for such dog which has been surgically sterilized shall be the sum the Board of Commissioners shall require by resolution of a majority of the Board.
- (e) The dog license fees as herein established may be changed from time to time on or before November 1st of each year, and for subsequent years, by the Board of Commissioners by resolution of a majority of the Board.
- (f) Current dog licenses issued by other counties within Michigan, and any other governmental agencies, shall be honored in Livingston County until the following March 1st.

Section 5. No license or license tag issued for one dog shall be transferable to another dog. Whenever the ownership or possession of any dog is permanently transferred from one person to another within the same county, the license of such dog may be likewise transferred, upon proper notice in writing by the last registered owner, given to the Treasurer who shall note such transfer upon his records. This Ordinance does not require the procurement of a new license, or the transfer of a license already secured, where the possession of a dog is temporarily transferred for the purpose of boarding, hunting game, breeding, trial or show.

Section 6. If the dog license tag is lost, it shall be replaced by the Treasurer, upon application by the owner of the dog, and upon production of such license and a sworn statement of fact regarding the loss of such tag.

Section 7. All kennels shall be subject to the following:

- (a) Any person who owns, keeps or operates a kennel may, in lieu of individual licenses required under this Ordinance, and under the statutes of the State may, on or before June 1st of each year, apply to the Treasurer for a kennel license entitling him to own, keep or operate such kennel in accordance with the applicable statutes of the State, which includes MCL 287.270.
- (b) All kennels must be kept sanitary and provide adequate housing for and humane treatment to the dogs kept therein.
- (c) Issuance of a kennel license does not relieve or exempt the owner of the kennel from the requirement in Section 3 of this Article that all dogs of licensing age have a current rabies vaccination, with a vaccine licensed by the United States Department of Agriculture evidenced by a valid certificate of vaccination for rabies, signed by a licensed veterinarian.
- (d) The fee to be paid for a kennel license shall be \$10.00 for ten (10) dogs or less and \$25.00 for more than ten (10) dogs. A fee of double the original license fee shall be charged for each previously licensed kennel, whose kennel license is applied for after June 1st. Failure to obtain such kennel license shall be punished as set forth in Article IX of this Ordinance.

ARTICLE V - CONFINEMENT, QUARANTINE, HEALTH INSPECTION AND DISPOSAL OF DOGS/ANIMAL IN BITE CASES

Section 1. All bite cases involving a dog or other rabies suspect animals and human exposure shall be reported to the Livingston County Animal Control Officer and the Livingston County Health Department. During the hours in which these agencies are closed, all such bite cases shall be reported to the Livingston County Sheriff's Department.

Section 2. Any dog or cat kept as a pet that shall bite a person, animal or livestock shall be securely confined by the owner thereof inside an appropriate building or enclosure for a minimum period of ten (10) days following the biting of such person, animal or livestock. In the event that the owner of such animal is unable to or fails to securely confine the animal for such period of time, then in that event, the Animal Control Officer, his deputies or assistants, may take possession and custody of such animal and confine him at the Animal Shelter until the expiration of said ten (10) days and upon satisfactory evidence that said animal is not suffering from rabies. The owner of such animal kept at the Animal Shelter shall bear the costs thereof. Any dog or cat running loose after biting a person, animal or livestock, and whose owner cannot be determined, shall be confined for a period of ten (10) days at the Animal Shelter in accordance with the provisions of this section and thereafter disposed of in accordance with the provisions of this Ordinance, or such regulations as are in effect at the Animal Shelter.

Section 3. Any rabies suspect animal other than a dog or cat which shall bite a person, animal or livestock, shall be turned over to and/or seized by the Animal Control Officer, his deputies or assistants. The Animal Control Officer, his deputies or assistants shall immediately destroy said animal and have it tested for rabies.

Section 4. If a dog or cat has NOT been vaccinated for rabies prior to its biting a person, animal or livestock, the owner shall wait ten (10) days (quarantine period) and then have the animal vaccinated.

Section 5. If the owner observes during the quarantine period that his dog or cat is getting ill (upset stomach, paralysis, difficulty in swallowing, etc.) or that there seems to be a change in the animal's usual disposition and actions (becomes highly excitable, unusually quiet, etc.), the owner shall call the Livingston County Health Department, the Livingston County Animal Shelter, or a veterinarian immediately. If the dog or cat dies, the owner shall call the Livingston County Health Department and the Livingston County Animal Shelter during regular business hours, or contact the Livingston County Sheriff Department after regular business hours.

Section 6. The owner of a quarantined dog or cat shall not, under any circumstances, before the quarantined period has passed:

- (a) Kill the dog or cat;
- (b) Dispose of the dog or cat in any manner; or
- (c) Remove the dog or cat from his property without first notifying the Animal Control Officer and having the dog or cat observed by the Animal Control Officer or his representative and obtaining the consent of the Animal Control Officer to the removal of the dog or cat from the owner's property.

Section 7. At the expiration of a dog's or cat's quarantine period, the owner shall bring the dog or cat to the Animal Shelter for health inspection and completion of required forms.

Section 8. If, at any time during a dog's or cat's quarantine, during the health inspection thereafter, the dog or cat is determined by the Animal Control Officer to have rabies, said dog or cat shall be disposed of as the Animal Control Officer directs.

Section 9. Failure of the owner of a dog or other rabies suspect animal which has bitten a person, animal or livestock to comply with this Article shall be in violation of this Ordinance and subject to the penalties set forth in Article IX.

ARTICLE VI - ANIMAL SHELTER AND IMPOUNDMENT

Section 1. All dogs found running at large shall be seized by the Animal Control Officer, his deputies or assistants, or by other law enforcement officers, and impounded at the animal shelter for a period of four (4) days if the dog lacks a collar, license or other evidence of ownership. If the dog possesses a collar, license or other evidence of ownership, it shall be held for a period of not less than seven (7) days from the date of mailing the notice of the dog's impoundment to its owner. After the required holding period has elapsed, the dog may be killed, sold or otherwise disposed of if not claimed by the owner, in a manner authorized by this Ordinance and the statutes of the State,

Section 2. Immediately upon impounding a dog or other animal, the Animal Control Officer shall make every reasonable effort to notify the owner of such dog or other animal so impounded and inform such owner of the conditions whereby custody of such dog or other animal may be regained pursuant to the regulations for the operation of the animal shelter.

Section 3. An owner may redeem a dog from the animal shelter by executing a sworn statement of ownership, furnishing a license and tag as required by this Ordinance and State law, and paying the following fees:

- (a) A daily boarding fee, commencing the day following the day of impoundment, which has been set by the Board of Commissioners by resolution of the majority of the Board.
- (b) A fee for any vaccinations against any disease other than rabies and other veterinary care which the animal shelter may have provided to the dog.

- (c) A dog pick-up fee of \$20.00 for the first time, \$50.00 for the second pick-up, \$100.00 for the third pick-up and \$100.00 for each pick-up thereafter. If a dog is picked up at times other than normal County working hours, an extra fee of \$20.00 shall be charged. When a dog is picked up for the third time the Animal Control Officer shall request the Prosecuting Attorney to prosecute the owner for violations of this Ordinance and Act 339, Public Acts of 1919, as amended.
- (d) If a dog owner is unable to prove that the dog has a current license and a valid certificate of rabies vaccination, the owner shall in addition to the fees set forth above, pay the fees established for licensing and rabies vaccination.
- (e) All fees required by this section shall be set by the Board of Commissioners by a resolution of the majority of the Board, and may be changed from time to time by the Board of Commissioners. A current listing of such fees shall be posted at the animal shelter.

Section 4. The Livingston County Animal Shelter Department is established for the operation of the Animal Shelter, under the direction of the Animal Shelter Director. The Animal Shelter Director shall be appointed by the Board of Commissioners, and shall report to the County Administrator. The Animal Shelter Director need not meet the qualifications of an Animal Control Officer as set forth in MCL 287.289b. The duties of the Animal Shelter Director may be assigned by the Board of Commissioners to another public agency or a private contractor. The Board of Commissioners shall maintain the animal shelter for the purposes set forth herein.

ARTICLE VII - KILLING AND SEIZING OF DOGS AND OTHER ANIMALS

Section 1. Any person, including a police officer, may kill any dog or other animal which he sees in the act of pursuing, worrying or wounding any livestock or poultry or attacking persons, and there shall be no liability on such person in damages or otherwise, for such killing. Any dog that enters any field enclosure which is owned by or leased by a person producing livestock or poultry, outside of a city, unaccompanied by its owner, or its owner's agent, shall constitute a trespass, and the owner shall be liable in damages. Except as provided in this Section, it shall be unlawful for any person, other than a police officer, to kill or injure or attempt, to kill or injure any dog which bears a license tag for the current year. In no event shall the provisions of this section exonerate a person from compliance with the criminal laws of this State, including, by way of an example, the safe discharge of firearms.

Section 2. It shall be lawful for any person to seize any dog or other animal running at large in violation of this Ordinance and to turn said dog or other animal over to the Animal Control Officer, his deputies or assistants.

Section 3. No aggressive or dangerous animal will be adopted or placed from Livingston County Animal Control. Dangerous and/or aggressive animals will be held for the State mandated holding period (pending owner claim). Owners may claim their dangerous and/or aggressive animal after they show reasonable proof of ownership and pay fees. Further, the Animal Control Officer will refer the matter to the Prosecutor's Office for a determination regarding potential prosecution for violation of law. If not claimed, the animal will be humanely euthanized.

Section 4. The Livingston County Animal Control staff has sole discretionary authority to deem an animal to be aggressive or dangerous.

ARTICLE VIII - ENUMERATION OF CERTAIN VIOLATIONS AND PROCEDURE THEREFORE

Section 1. The owner of any dog shall be deemed in violation of this Ordinance and subject to the penalties set forth in Article IX if:

- (a) The owner's dog, regardless of age, and whether licensed or unlicensed, wearing a collar or not wearing a collar, runs at large, provided, however, that a dog engaged in hunting need not be leashed when under the reasonable control of its owner.
- (b) The owner's dog, regardless of age, and whether licensed or unlicensed, wearing a collar or not wearing a collar, except a leader dog for a blind person, a hearing dog for a deaf or audibly impaired person, or a service dog for a physically limited person which is accompanied by its owner, to be within the confines of any public park when such park, by appropriate designation at its entrance, prohibits dogs.
- (c) The owner's dog, at any time whether licensed or unlicensed, destroys property, real or personal, or trespasses in a damaging way on property of persons other than the owner.
- (d) The owner's dog or other animal, at any time, whether licensed or unlicensed, attacks or bites a person.
- (e) The owner's dog shows vicious habits or has molested passers-by when such persons are lawfully on the public highway or right of way.
- (f) The owner's dog which, by loud and frequent barking, howling or yelping, is a nuisance in the neighborhood in which said dog is kept, possessed or harbored.

Section 2. An owner of livestock or poultry shall be in violation of this Ordinance and subject to the penalties set forth in Article IX and Act 328 of the Public Acts of 1976, being MCL 433.11 if the owner's livestock or poultry runs at large upon the premises of another or upon any public street, lane, alley or other public ground in the County unless otherwise specifically allowed.

Section 3. A person shall be in violation of this Ordinance and subject to the penalties set forth in Article IX if he removes a collar or tag from any dog or other animal without the permission of its owner, or decoys or entices any dog or other animal out of an enclosure or off the property of its owner, or seizes, molests or teases any dog or other animal while held or led by any person or while on the property of its owner.

Section 4. In the event of any of violations set forth in this Article or of a violation of any other provision of this Ordinance, or of the statutes of the State, the Animal Control Officer, his deputies or assistants or other police officer, may issue an appearance ticket, citation or summons to the owner of said dog, animal, livestock or poultry, or other person, summoning them to appear before a district court or other appropriate court within the County to answer the charges made in violation of this Ordinance. The Animal Control Officer, his deputies or assistants or other police officer may sign a complaint before said court for violation of the provisions of this Ordinance, proceed to obtain the issuance of a warrant and make arrest of the person to whom said violation is charged and bring them before the court to answer the charges. The Court may, in such case, in its discretion, upon a finding of guilty, assess the penalties in accordance with the penalty provision of this Ordinance.

Section 5. In the event of any of the violations set forth in this Article, or of a violation of any other provision of this Ordinance, or of the laws of the State, the Animal Control Officer, his deputies or assistants or other police officer or any other person may proceed to obtain authorization of the Prosecuting Attorney and make complaint before a district court or other appropriate court within the County and obtain the issuance of a summons similar to that provided in MCL 287.280, to show cause why such dog, animal, livestock or poultry should not be killed. Upon such hearing, the judge may either order the dog, animal, livestock or poultry killed, may order such dog, animal, livestock or poultry to be sold or otherwise disposed of, or may order the dog, animal, livestock or poultry confined to the premises of the owner, or may make such other order regarding the dog, animal, livestock or poultry as it deems proper and necessary under the circumstances, in addition to any of the penalties enumerated herein. This section shall, in no way, affect the provisions of Article III, Section 3(c) of this Ordinance.

Section 6. Costs, as in civil cases, shall be taxed against the owner of the dog, animal, livestock or poultry and collected by the court, from the person complained against upon a finding of guilty. The

provisions of this section shall be in the alternative to the provisions for violations set forth in the preceding section and the Animal Control Officer, his deputies or assistants or other police officer may, in his discretion, proceed under either section hereof.

ARTICLE IX - PENALTY

Any person, firm or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by imprisonment in the county jail for not more than ninety (90) days or by a fine of not more than FIVE HUNDRED AND 00/100 DOLLARS (\$500.00), or by both such fine and imprisonment.

ARTICLE X - PRESERVATION OF CERTAIN RIGHTS

Section 1. Nothing in this Ordinance shall be construed to prevent the owner of a licensed dog from recovery in an action at law from any police officer or any other person, except as herein provided.

Section 2. Nothing in this Ordinance shall be construed as limiting the common law liability of the owner of a dog or other animal for damages committed by said dog or other animal.

ARTICLE XI - TREASURER'S RECORDS AND DUTIES

Section 1. On June 15th of each year, the Treasurer shall make a comparison of his records of the dogs actually licensed in each city or township of the County with a report of the Animal Control Officer, to determine and locate all unlicensed dogs.

Section 2. On and after June 15th of each year, every unlicensed dog, subject to license under the provisions of this Ordinance or the statutes of the State, is hereby declared to be a public nuisance and the Treasurer shall immediately thereafter list all such unlicensed dogs, as shown by the returns in his office of the Animal Control Officer and shall deliver copies of such lists to the Animal Control Officer and the Director of the Michigan Department of Agriculture, as well as those officers listed and set forth in MCL 287.277.

Section 3. The Treasurer shall keep a record of all dog licenses and all kennel licenses issued during the year in each city and township in the County. Such record shall contain the name and address of the person to whom each license is issued. In the case of an individual licenses, the record shall also state the breed, sex, age, color and markings of the dog licensed; and in case of a kennel license, it shall state the place where the kennel is located. The record shall be a public record and open to inspection during business hours. The Treasurer shall also keep an accurate record of all license fees collected, by him or paid over to him by any city or township treasurer.

Section 4. In all prosecutions for violation of this Ordinance, the records of the Treasurer's Office, or lack of same, showing the name of the owner and the license number to whom any license was issued, and the license tag affixed to the collar or harness of the dog showing a corresponding number shall be prima facie evidence of ownership or non-ownership of any dog and of issuance or non-issuance of a dog license or tag.

ARTICLE XII - FEES AND EXPENSES

Section 1. Every township and city treasurer of Livingston County, Michigan, shall receive the sum of ONE and 50/100 DOLLARS (\$1.50) for each dog license issued for the issuing and recording of

same. The remuneration as herein established shall be deemed additional compensation for additional services for each township or city treasurer who receives a salary in lieu of fees, when so designated by the appropriate township board or city council. This fee may be changed from time to time by the Board of Commissioners.

Section 2. It shall be the duty of the Animal Control Officer annually to make a census of the number of dogs owned by all persons in Livingston County, Michigan, in accordance with statutes of the State. The Animal Control Officer is hereby empowered to employ whatever personnel he reasonably believes necessary to conduct this census; such personnel shall receive for their services in listing such dogs such sum as shall be set from time to time by the Board of Commissioners.

Section 3. The duties and obligations herein imposed upon the respective designated officials may be delegated, by each of said officials, to their deputies, with like force and effect.

Section 4. The fees and expenses as established by this Ordinance may be changed from time to time on or before November 1st of each year and for subsequent years by action of the Board of Commissioners.

Section 5. All fees and expenses as herein provided for shall be paid in accordance with Article XIII of this Ordinance.

ARTICLE XIII - RECEIPTS AND DISBURSEMENT OF FUNDS

All fees and monies collected under the provisions of this Ordinance unless otherwise directed by the statutes of the State, shall be transferred to the General Fund of Livingston County, Michigan, in accordance with the standard practices of the Treasurer and the monies paid out in accordance with this Ordinance shall be drawn upon the General Fund of Livingston County, Michigan.

ARTICLE XIV - CONSTRUCTION

Section 1. When not inconsistent with the context, words used in the present tense include the future. Words in the singular include the plural and words in the plural include the singular. Masculine shall include the feminine and neuter. The word "shall" is always mandatory and not merely directive. Words or terms not defined herein shall be interpreted in the manner of their common meaning. Headings shall be deemed for convenience and shall not limit the scope of any article or section of this Ordinance.

Section 2. The regulations of this Ordinance are minimum standards supplemental to the rules and regulations duly enacted by the Michigan Department of Health and to the statutes of the State relating to public health.

ARTICLE XV - VALIDITY AND SEVERABILITY

Should any portion of this Ordinance be held invalid for any reason, such portion shall be deemed severable, and the invalidity thereof shall not be construed as affecting the validity of the remaining portions of this Ordinance.

ARTICLE XVI - REPEALER

All ordinances, or parts of ordinances which are inconsistent, or in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

EFFECTIVE DATE OF ORDINANCE

This Ordinance shall take effect when notice of its adoption is published at least once in a newspaper of general circulation in Livingston County, and it has been approved by the Governor of the State of Michigan.

ADOPTED: _____

By: _____
Donald S. Parker - Chairperson
County Board of Commissioners

PASSAGE OF ORDINANCE

I, ELIZABETH HUNDLEY, County Clerk of the County of Livingston, do hereby certify that the above Livingston County Animal Control Ordinance was adopted by the Livingston County Board of Commissioners on the day of _____, 20 .

Elizabeth Hundley
Livingston County Clerk

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RESOLUTION

NO: 2018-03-053

LIVINGSTON COUNTY

DATE: March 19, 2018

Resolution to Adopt an Animal Control Ordinance - Livingston County Animal Services

WHEREAS, In 1987 the County passed an ordinance that: defined the County Animal Control Officer; Licensing and vaccination of dogs; confinement of dogs and other animals under certain circumstances; County Animal Shelter and impoundment; killing and seizing of dogs and other animals; enumeration of certain violations and procedure therefore; penalties; preservation of certain rights; County Treasurer's duties and records; fees and expenses; receipts and disbursements of funds; construction; validity and severability; repeal; and

WHEREAS, this ordinance was last amended and adopted May 19, 2008 by resolution #2008-05-156; and

WHEREAS, in the continued interest of protecting the public health, safety, convenience, and welfare of the citizens of Livingston County there are several operational and structural changes needed which, to effectuate, will require an update to the Animal Control Ordinance; and

WHEREAS, it has been determined that language in the ordinance should be added to clarify the Animal Control Officer(s) is not responsible for the operations of the Animal Shelter and would better serve the County in his/her role being employed by and reporting directly to the Livingston County Sheriff; and

WHEREAS, a creation of the Animal Shelter Department and Animal Shelter Director will distinguish that the existing department will no longer focus on animal control duties.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves and adopts the attached changes to the Livingston County Animal Control Ordinance 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.

BE IT FURTHER RESOLVED that the Board of Commissioners authorized any position transfers or budget amendments in the current year required to effectuate the changes to the ordinance.

	#	#	#
MOVED:	Commissioner G. Childs		
SECONDED:	Commissioner D. Dolan		
CARRIED:	Roll Call Vote: (8): D. Parker, D. Dolan, W. Green, D. Domas, D. Helzerman, R. Bezotte, C. Griffith, and G. Childs; No (0); Absent: K. Lawrence		

LIVINGSTON COUNTY ANIMAL CONTROL ORDINANCE

APPROVED: APRIL 6, 1987	RESOLUTION #487-085
AMENDED: NOVEMBER 20, 1989	RESOLUTION #1189-280
AMENDED: MAY 19, 2008	RESOLUTION #2008-05-156
AMENDED: NOVEMBER 1, 2010	RESOLUTION #2010-11-310
AMENDED: MARCH 19, 2018	RESOLUTION #2018-03-053

An Ordinance relating to and providing for animal control within the boundaries of Livingston County; purpose of Ordinance; definitions: County Animal [Shelter Director](#), [their](#) duties, authority, responsibilities and removal from office; [Animal Control Officers](#), [their duties, authority and responsibilities](#). Licensing and vaccination of dogs; confinement of dogs and other animals under certain circumstances; County Animal Shelter and impoundment of dogs and other animals and redemption of dogs and other animals impounded; euthanasia and seizing of dogs and other animals; regulation of kennels; enumeration of certain violations and procedure therefor; penalties; preservation of certain rights; County Treasurer's duties and records; fees and expenses; receipts and disbursements of funds; construction; repeal.

THE PEOPLE OF THE COUNTY OF LIVINGSTON, MICHIGAN, DO ORDAIN:

ARTICLE I - PURPOSE

Deeming it advisable in the interest of protecting the public health, safety, convenience and welfare and to provide for the orderly and uniform administration of the dog licensing provisions of the State of Michigan and, in particular, Act 339 of the Public Acts of 1919, as amended, being MCL 287.261 - 287.290, [Act 426 of the Public Acts of 1988, as amended, being MCL 287.321 – 287.323; Act 328 of 1976, being MCL 433.11 – 433.20; and to include any additional amendments of the Michigan Compiled Laws](#). To create the position of Animal Control [Officer](#), define duties, authority and responsibilities, to create the Animal Shelter Department and the position of Animal Shelter Director, and to regulate and control the conduct, keeping and care of dogs and certain other animals, the County of Livingston, Michigan, does hereby adopt the following Ordinance.

ARTICLE II - DEFINITIONS

For the purpose of this Ordinance, the following terms shall have the following meanings respectively designated for each:

- (a) [ADEQUATE CARE means the provision of sufficient food, water, shelter, tethering and medical attention to maintain an animal in a state of good health.](#)
- (b) AGGRESSION: The term aggression refers to observed or historical behavior that makes an animal a danger to the health and safety of people or other animals.
- (c) ANIMALS: Unless otherwise stated, the word "Animal" as used in this ordinance shall [refer to "Domesticated Animals" – a population that have had their behavior, life cycle or physiology systemically](#)

altered as a result of being under human control. Including but not limited to birds, fish, mammals and reptiles.

- (d) ANIMAL CONTROL OFFICER means a Deputy or any person employed by Livingston County in the Livingston County Sheriff's Office for the purpose of enforcing this Ordinance or State statutes pertaining to dogs or other animals, as well as persons or deputies employed by the County to enforce this Ordinance.
- (e) ANIMAL SHELTER means Livingston County Animal Shelter or a facility that is contracted with the county for the purpose of impound.
- (f) BOARD OF COMMISSIONERS means the Livingston County Board of Commissioners.
- (g) COUNTY means the County of Livingston of the State of Michigan.
- (h) DAY means Monday through Friday, 8:00 a.m. to 5:00 p.m. Saturdays, Sundays, and holidays during which County offices are closed shall not be included in the definition of DAY.
- (i) ANIMAL SHELTER DIRECTOR means the person employed by or contracted by the Animal Shelter to fulfill duties and responsibilities of acting in accordance with the Michigan Compiled Laws.
- (j) EUTHANASIA means the humane destruction of an animal accomplished by a method that produces rapid unconsciousness and subsequent death without evidence of pain or distress, or a method that utilizes anesthesia produced by an approved agent that causes painless loss of consciousness and subsequent death.
- (k) HARBOR means to feed or shelter an animal(s) for three (3) or more consecutive days.
- (l) IMPOUND means to place in an animal shelter, or other authorized facility, an animal for shelter purposes.
- (m) KENNEL means any establishment, except a pet shop, animal shelter or pound licensed pursuant to MCL 287.331 to 287.340, wherein or whereon three (3) or more dogs are confined and kept for sale, boarding, breeding or training purposes, for remuneration, constructed so as to prevent the public or stray dogs from obtaining entrance thereto and gaining contact with dogs lodged therein. This definition shall not be deemed to apply to a litter of puppies with their mother and under six (6) months of age.
- (n) LARGE CARNIVORES shall include but not be limited to a lion, leopard, jaguar, tiger, cougar, panther, cheetah or bear.
- (o) LIVESTOCK means horses, stallions, colts, geldings, mares, sheep, rams, lambs, bulls, bullocks, steers, heifers, cows, calves, mules, jacks, jennets, burros, goats, kids, hogs, swine, and furbearing animals being raised in captivity.
- (p) NEGLECT means to fail to sufficiently and properly care for an animal to the extent that the animal's health is jeopardized.
- (q) NON-AGRICULTURAL AREA means any area zoned by a city, village, township or other governmental body, agency or commission as other than for agricultural purposes.
- (r) OWNER, and "persons owning premises" shall mean both the owner of title of record and those occupying or in possession of any property or premise.

The term "owner," when applied to the proprietorship of an animal, means every person having a right of property in the animal, an authorized agent of the owner, and every person who keeps or harbors the animal or has it in their care, custody or control, and every person who permits the animal to remain on or about the premise occupied by him. An owner does not mean a person who harbors an animal in the course of conducting a boarding, grooming or training business, or veterinary hospital, or a person who harbors an animal in violation of Act 309 of the Public Acts of 1939, being MCL 287.308..
- (s) PERSON: The word "person" shall include state and local officers or employees, individuals, corporations, co-partnerships and associations.
- (t) LAW ENFORCEMENT / PEACE OFFICER means any person employed or elected by the people of the State of Michigan, or by any city, village, county or township whose duty it is to preserve peace or make arrest or to enforce the law, and includes game, fish and forest fire wardens and members of the State Police and Conservation Officers.

- (u) **POULTRY** means all domestic fowl, ornamental birds and game birds possessed or being reared under authority of a breeder's license pursuant to part 427 (breeders and dealers) of the Natural Resources and Environmental Act. Act 451 of the Public Acts of 1994, being MCL 324.42701 – 324.42714.
- (v) **RABIES SUSPECT ANIMAL** means any animal which has been determined by the Michigan Department of Health and Human Services to be a potential rabies carrier and which has bitten a human, or any animal which has been in contact with or been bitten by another animal which is a potential rabies carrier, or any animal which is a potential rabies carrier which shows symptoms suggestive of rabies.
- (w) **SANITARY CONDITIONS** means space free from health hazards including excessive animal waste, overcrowding of animals, or other conditions that endanger the animal's health.
- (x) **SERVICE DOG** means any dog which is trained or being trained to aid a person who is blind, hearing impaired, or otherwise disabled under MCL 287.291 (1970 PA 207), or any dog which is trained or being trained for law enforcement or as a private security animal.
- (y) **SHELTER** means adequate protection from the elements, suitable for the age and species of the animal to maintain the animal in a state of good health, including structure or natural features in accordance with MCL 750.50
- (z) **SPORTING DOGS:** Three or more sporting dogs shall be under the definition of Kennel Dogs.
- (aa) **STATE** means the State of Michigan.
- (bb) **STATE OF GOOD HEALTH** means freedom from disease, illness and in a condition of proper body weight and temperature for the age and species of the animal, free from parasites, sores and any disease of the skin as a result of improper grooming.
- (cc) **STERILIZED** means an animal which has, by virtue of a surgically performed castration or ovariectomy or other recognized veterinary procedure been rendered incapable of sexual reproduction.
- (dd) **TETHERING** means the restraint and confinement of an animal by use of a chain, rope, or similar device.
- (ee) **TREASURER** means the Livingston County Treasurer.
- (ff) **VETERINARIAN** means a person licensed to practice veterinary medicine under Article 15 of the Public Health Code, 1978 PA 368, MCL 333.16101 to 333.18838.
- (gg) **WILDLIFE:** Shall mean all fur bearing animals and birds by definition of the Department of Natural Resources.
- (hh) **WOLF-DOG HYBRID:** Shall mean a canid resulting from the breeding of any of the following: A wolf with a dog; a wolf-dog cross with a dog; a wolf-dog cross with a wolf-dog cross; in accordance with 2000 PA 246.

ARTICLE III – ANIMAL SHELTER, ANIMAL SHELTER DIRECTOR & ANIMAL CONTROL OFFICER DUTIES, AUTHORITY & RESPONSIBILITIES

Section 1. The Livingston County Animal Shelter Department is established for the operation of the Animal Shelter, under the direction of the Animal Shelter Director. The Animal Shelter Director shall be appointed by the Board of Commissioners, and shall report to the County Administrator. The Animal Shelter Director need not meet the qualifications of an Animal Control Officer as set forth in MCL 287.289b. The duties of the Animal Shelter Director may be assigned by the Board of Commissioners to another public agency or a private contractor. The Board of Commissioners shall maintain the animal shelter for the purposes set forth herein. Said person shall report to **the Board of Commissioners**, and serve at the pleasure of the Board of Commissioners. The **Animal Shelter Director** is not responsible for **oversight of Animal Control Officers**.

Section 2. Animal Control Officers will be a part of the Sheriff's Office Uniform Services Division. They may be deputized by the Sheriff as a peace officer to enforce this ordinance and state statutes pertaining to control, regulation and protection of dogs and other animals, including the issuance of tickets, citations or summonses to persons in violation of this ordinance and or state statutes. Animal

Control Officers and enforcement of this ordinance will be under the oversight of the County Sheriff outside of listed Animal Shelter responsibilities.

Section 3. In lieu of all fees and other remuneration under the statutes of this State, the Animal Shelter Director and employees, except census takers, shall be paid a salary as established and determined by appropriate resolution of the Board of Commissioners.

Section 4. The Animal Shelter Director, their employees and Animal Control Officers, shall act reasonably and with the exercise of judgment in the enforcement of the State Law and this ordinance in reference to animals.

The following duties, in addition to those stated elsewhere in this ordinance and state statutes, shall include the following:

- (a) The Animal Control Officer shall promptly seize, take up and place in the animal shelter all dogs or other animals, livestock or poultry found running at large or being kept or harbored any place within the County contrary to the provisions of this Ordinance or the statutes of the State. In the event the animal shelter's facilities are inadequate for holding the type of animals seized, such as livestock and poultry, pursuant to this Ordinance and State law, the Animal Control Officer shall place such animals in such alternative facilities as authorized by the Board of Commissioners and permitted by the statutes of the State.
- (b) An Animal Control Officer shall either have had a minimum course of study of not less than one hundred (100) instructional hours as prescribed by the Michigan Department of Agriculture or be deputized as a peace or police officer. Upon meeting either of these requirements, the Animal Control Officer, shall be legally authorized to have the power and duty to issue appearance tickets, citations or summons to those persons owning, keeping or harboring dogs contrary to the provisions of this Ordinance or the statutes of the State.
- (c) It shall be the duty of the Animal Shelter Director to destroy in a humane manner, all impounded dogs or other animals lacking a collar, license or other evidence of ownership after being impounded for four (4) days, or if the animal has a collar, license or other evidence of ownership, seven (7) days from the date of mailing to the animal's owner written notice that the animal has been impounded. If, however, the Animal Shelter Director, believes said dog or other animal is valuable or otherwise desirable for keeping, the Animal Shelter Director or assistants may release said dog, or other animal, after the required holding period, to any person who will undertake to remove said animal from the County or keep said animal within the County in accordance with the provisions of this Ordinance and the statutes of the State, including compliance with licensing and vaccination requirements, upon payment of the proper charge for the care and treatment of said animal while kept in the animal shelter or dispose of said dog or other animal in a manner approved by the Board of Commissioners. Such regulations regarding the sale of animals from the animal shelter and boarding and other charges shall be posted in a conspicuous place at the animal shelter. The bodies of all animals destroyed at the animal shelter or elsewhere in the County shall be disposed of by the Animal Shelter Director or their assistants, in a manner approved by the Board of Commissioners and in compliance with the statutes of the State. Any animals voluntarily turned in to the animal shelter by the owner thereof for disposition need not be kept for the minimum period set forth herein before release or disposal of such animal is made by the Animal Shelter Director or their assistants, as provided herein.
- (d) An Animal Control Officer shall promptly investigate all animal bite cases by a rabies suspect animal involving human exposure and shall search out and attempt to discover the animal involved and shall either seize and impound or require its owner to quarantine the animal for examination for disease in accordance with Article V of this Ordinance and/or the statutes of the State. In the event the owner of a quarantined animal is unable to maintain the quarantine during the required period, the owner shall deliver said animal to the animal shelter or, upon notice to an Animal Control Officer, to a veterinarian clinic for impoundment. Failure of an owner to maintain quarantine or to deliver a quarantined animal for impoundment shall constitute a civil infraction punishable as set forth in Article IX of this Ordinance. In addition to such penalty, an Animal Control Officer shall seize and impound the quarantined animal.
- (e) The Animal Control Officer may assume the duty provided MCL 287.276 to determine and locate all unlicensed dogs, to list such dogs, and to deliver said list on or before June 1st of each year to

the Treasurer for the necessary proceedings as provided by this Ordinance and/or the statutes of the State.

- (f) An Animal Control Officer is hereby authorized and empowered, in accordance with the provisions of this Ordinance, upon probable cause and issuance of a warrant, or exigent circumstances, to enter upon private premises for the purpose of inspecting same to determine the harboring, keeping or possessing of any dog or dogs and whether the owners of said dogs have complied with the appropriate provisions of this Ordinance and the statutes of the State and to apprehend and take with them any dogs for whom no license has been procured in accordance with this Ordinance and the statutes of the State or for any other violation hereof. The provisions of this sub-section shall specifically include, but not be limited to, investigation of or seizure for cruelty to animals.
- (g) An Animal Control Officer shall have the right to inspect any kennel, a license for which has been issued by the Treasurer pursuant to this Ordinance and the statutes of the state, and shall have the duty to suspend said license if, in their opinion, conditions exist which are unhealthy or inhumane to the animals kept therein pending correction of such conditions, and further shall have the duty to revoke said license if such conditions are not corrected within a reasonable period of time. The Animal Control Officer shall have the right, to investigate complaints of dogs or other animals alleged to be dangerous to persons or property and shall have the right to seize, take up and impound such animals.
- (h) An Animal Control Officer shall have the right to investigate complaints of cruelty to dogs or other animals, livestock or poultry and shall have the right to seize, take up and impound any dog or other animal, livestock or poultry which has been subject to such cruelty.
- (i) The Animal Shelter Director or their employees, if authorized by the Treasurer, shall, at all times, carry a book of receipts properly numbered in sequence for accounting purposes, for the issuing of dog licenses as provided in this Ordinance and shall issue such dog licenses in accordance herewith. The Animal Shelter Director, if authorized by the Treasurer, shall also perform, in conjunction with the Treasurer, such other duties assigned to the Treasurer by this Ordinance and the statutes of the State regarding issuance, transfer and replacement of dog and kennel licenses and tags. While authorized by the Treasurer to perform such duties, the Animal Shelter Director shall ensure that the original of all records evidencing the performance of such duties are turned over to the Treasurer not less than monthly with copies of said records retained at the Animal Shelter office. All fees and monies collected by the Animal Shelter Director or their assistants as herein provided, shall be accounted for and turned over to the Treasurer on or before the first of each and every month, or more often, if reasonably necessary under the standard practices of the Treasurer's accounting system.
- (j) An Animal Control Officer will inspect all kennels in the County.
- (k) All Animal Control Officers will conduct themselves in a professional manner and be properly uniformed and identifiable to the public.
- (l) An Animal Control Officer and the Animal Shelter Director shall have such other duties relating to the enforcement of this Ordinance as the Board of Commissioners may, from time to time, provide.

Section 5. It shall further be the duty of the Animal Control Officer to enforce the provisions of this Ordinance and the statutes of the State pertaining to dogs and other animals, and they may make complaint to the appropriate District Court or other appropriate court in regard to the violation thereof.

Section 6. The Animal Shelter Director or their employees shall dispose of any animal, livestock or poultry seized, taken up and/or impounded as provided for herein, in accordance with the provisions of this Ordinance and/or the statutes of the State.

Section 7. All suspensions and/or revocations of licenses and all seizures for cruelty or dangerousness as provided for herein, shall be in accordance with such rules and regulations as are adopted from time to time by the Board of Commissioners.

Section 8. The Animal Shelter Director may be removed from office for good cause shown after a hearing before the Board of Commissioners and after first being given reasonable notice of a time, date and place of said hearing. A vote for removal or non-removal shall be by majority vote of the

ARTICLE IV - LICENSING AND VACCINATION

Section 1. It shall be unlawful for any person to own any dog of licensing age as set forth in Section 2 of this Article, unless the dog is licensed as hereinafter provided, or to own any dog of licensing age that does not, at all times, wear a collar with a tag approved by the Director of the Michigan Department of Agriculture, attached, as hereinafter provided, except when engaged in lawful hunting accompanied by its owner; or for any owner of any female dog to permit the female dog to go beyond the premises of such owner when she is in heat, unless the female dog is held properly on leash; or for any person except the owner, to remove any collar and/or license tag from a dog; or for any owner to allow any dog, except working dogs such as leader dogs, farm dogs, hunting dogs, and other dogs, when accompanied by their owner, while actively engaged in activities for which such dogs are trained, to stray unless held properly on leash.

Section 2. All dogs except those covered by a kennel license obtained pursuant to Section 7 of this Article shall be licensed as follows:

- (a) The owner of any dog four (4) months old or over, except as provided in Section 3 of this Article, shall apply to the county, township or city treasurer or his / her authorized agent, where the owner resides, in writing, for a license for each dog owned or kept by him / her. **The owner must apply for a license by one of the following, at the owner's option: 1) the last day of the month of the dog's current rabies vaccination every year; or 2) the last day of the month of the dog's current rabies vaccination every third year.** Such application shall state the breed, sex, age, color and markings of such dog, and the name and address of the **current** owner. Such application for a license shall be accompanied by a valid certificate of vaccination for rabies signed by a licensed veterinarian, certifying that the dog has been vaccinated for rabies with a vaccine licensed by the United States Department of Agriculture.
- (b) Any person becoming the owner of any dog four (4) months old or over, and that is not already licensed, **shall apply for a license within 30 days.** Any person owning a dog which will become four (4) months old, shall apply for and secure a license for such dog within seven (7) days of the date in which the dog reaches such age. The license application to be used for a license under this sub-section shall be the same as required in Section 2(a) of this Article, accompanied by a valid certificate of vaccination for rabies signed by a licensed veterinarian, certifying that the dog has been vaccinated for rabies with a vaccine licensed by the United States Department of Agriculture.

Section 3. No dog shall be exempt from the rabies vaccination requirements set forth in Section 2 of this Article. The owner of a dog of licensing age under this Ordinance shall at all times keep said dog's rabies vaccination current and be able to produce a valid certificate of vaccination for rabies signed by a licensed veterinarian, certifying that the dog has been vaccinated for rabies with a vaccine licensed by the United States Department of Agriculture.

Section 4. The license fees for dogs licensed under Section 2 of this Article shall be as follows:

- (a) The fee for licenses acquired for male or female dogs that are not surgically sterilized, and for surgically sterilized male or female dogs shall be the sum the Board of Commissioners shall require by resolution of a majority of the Board.
- (b) For dogs reaching the age of four (4) months, the owner thereof shall obtain a license within seven (7) days of the date in which a dog reaches four (4) months of age at the rate set forth in Section 4(a) of this Article.
- (c) A dog which is used as a service dog for a person with a disability is not subject to any fee for licensing, as provided in MCL 287.291.
- (d) The license fee for any dog for which a license has not been obtained in accordance with Section 4(a) and (b) of this Article shall be considered delinquent and the fee for acquiring a license for such a dog which has not been surgically sterilized and for such dog which has been surgically sterilized shall be the

sum the Board of Commissioners shall require by resolution of a majority of the Board.

- (e) The dog license fees as herein established may be changed from time to time on or before November 1st of each year, and for subsequent years, by the Board of Commissioners by resolution of a majority of the Board.
- (f) Current dog licenses issued by other counties within Michigan, and any other governmental agencies, shall be honored in Livingston County until the expiration of said license.

Section 5. No license or license tag issued for one dog shall be transferable to another dog. Whenever the ownership or possession of any dog is permanently transferred from one person to another within the same county, the license of such dog may be likewise transferred, upon proper notice in writing by the last registered owner, given to the Treasurer who shall note such transfer upon his records. This Ordinance does not require the procurement of a new license, or the transfer of a license already secured, where the possession of a dog is temporarily transferred for the purpose of boarding, hunting game, breeding, trial or show.

Section 6. If the dog license tag is lost, it shall be replaced by the Treasurer, upon application by the owner of the dog, and upon production of such license and a sworn statement of fact regarding the loss of such tag.

Section 7. All kennels shall be subject to the following:

- (a) Any person who wishes to own, keep or operate a kennel may, in lieu of individual licenses required under this Ordinance, and under the statutes of the State **shall** on or before June 1st of **each year**, apply to the Treasurer for a kennel license entitling them to own, keep or operate such kennel in accordance with the applicable statutes of the State, which includes MCL 287.270.
- (b) **The dogs in the kennel covered by the kennel license must be kept for sale, boarding, breeding, training or sporting purposes for remuneration. Pets must be licensed individually and will not be covered under the kennel license.**
- (c) **Any approved kennel license will be valid for one (1) calendar year from the date of issuance.**
- (d) **In order to obtain or renew a kennel license within Livingston County, except in a city, township or village with their own ordinance that prohibits kennels, shall, within thirty (30) days prior to start of such operation or within thirty (30) days prior to expiration date of previously issued license shall obtain a kennel inspection by an Animal Control Officer and be certified that the kennel meets the requirements in accordance with statutes of the State.**
- (e) All kennels must be kept sanitary and provide adequate housing for and humane treatment to the dogs kept therein.
- (f) **Refusal of inspection shall result in a civil infraction and immediate suspension of license.**
- (g) **A Kennel will be available for inspection by an Animal Control Officer or Law Enforcement Officer / Deputy who lawfully is investigating a complaint of abuse or neglect involving that kennel.**
- (h) **A kennel inspection fee and renewal fee shall be set forth by resolution of the Board of Commissioners.**
- (i) **A veterinarian hospital is not considered a kennel under this ordinance.**
- (j) Issuance of a kennel license does not relieve or exempt the owner of the kennel from the requirement in Section 3 of this Article that all dogs of licensing age have a current rabies vaccination, with a vaccine licensed by the United States Department of Agriculture evidenced by a valid certificate of vaccination for rabies, signed by a licensed veterinarian.
- (k) The fee to be paid for a kennel license shall be \$10.00 for ten (10) dogs or less, and \$25.00 for more than ten (10) dogs. Double the original license fee shall be charged for each previously licensed kennel whose kennel license **has expired and** is applied for after June 1st. Failure to obtain such kennel license shall be punished as set forth in Article IX of this Ordinance.

ARTICLE V - CONFINEMENT, QUARANTINE, HEALTH INSPECTION AND DISPOSAL OF DOGS/ANIMAL IN BITE CASES

Section 1. All bite cases involving a dog or other rabies suspect animals and human exposure shall be reported to [a](#) Livingston County Animal Control Officer and the Livingston County Health Department. During the hours in which these agencies are closed, all such bite cases shall be reported to the Livingston County Sheriff's Office.

Section 2. Any dog or cat kept as a pet that shall bite a person, shall be securely confined by the owner thereof inside an appropriate building or enclosure for a minimum period of ten (10) days following the biting of such person. A dog or cat that bites another animal or livestock may be subject to the above confinement at the direction of the Health Department. In the event that the owner of such animal is unable to or fails to securely confine the animal for such period of time, then in that event, [an](#) Animal Control Officer may take possession and custody of such animal and confine it at the Animal Shelter until the expiration of said ten (10) days and upon satisfactory evidence that said animal is not suffering from rabies. The owner of such animal kept at the Animal Shelter shall bear the costs thereof. Any dog or cat running loose after biting a person, animal or livestock, and whose owner cannot be determined, shall be confined for a period of ten (10) days at the Animal Shelter in accordance with the provisions of this section and thereafter disposed of in accordance with the provisions of this Ordinance, or such regulations as are in effect at the Animal Shelter.

Section 3. Any rabies suspect animal other than a dog or cat which shall bite a person, animal or livestock, shall be turned over to and/or seized by [an](#) Animal Control Officer [for impoundment at the Animal Shelter](#). The Animal Control [Director](#) or their employees shall immediately destroy said animal and have it tested for rabies.

Section 4. If a dog or cat has NOT been vaccinated for rabies prior to its biting a person, animal or livestock, the owner shall wait ten (10) days (quarantine period) and then have the animal vaccinated.

Section 5. If the owner observes during the quarantine period that his dog or cat is getting ill (upset stomach, paralysis, difficulty in swallowing, etc.) or that there seems to be a change in the animal's usual disposition and actions (becomes highly excitable, unusually quiet, etc.), the owner shall call the Livingston County Health Department, the Livingston County Animal Shelter, or a veterinarian immediately. If the dog or cat dies, the owner shall call the Livingston County Health Department and the Livingston County Animal Shelter during regular business hours, or contact the Livingston County Sheriff's Office after regular business hours.

Section 6. The owner of a quarantined dog or cat shall not, under any circumstances, before the quarantined period has passed:

- (a) Kill the dog or cat;
- (b) Dispose of the dog or cat in any manner; or
- (c) Remove the dog or cat from his property without first notifying [an](#) Animal Control Officer [or the Animal Shelter](#) and having the dog or cat observed by an Animal Control Officer or his representative and obtaining the consent of the Animal Control Officer to the removal of the dog or cat from the owner's property.

Section 7. At the expiration of a dog's or cat's quarantine period, the owner shall bring the dog or cat to the Animal Shelter for health inspection and completion of required forms.

Section 8. If, at any time during a dog's or cat's quarantine, during the health inspection thereafter, the dog or cat is determined by the Animal Control Officer to have rabies, said dog or cat shall be disposed of as the Animal Shelter Director directs.

Section 9. Failure of the owner of a dog or other rabies suspect animal which has bitten a person, animal or livestock to comply with this Article shall be in violation of this Ordinance and subject to the penalties set forth in Article IX.

ARTICLE VI - ANIMAL SHELTER: IMPOUNDMENT and RELEASE

Section 1. All dogs found running at large shall be seized by an Animal Control Officer or [Law Enforcement](#), and impounded at the Animal Shelter for a period of four (4) days if the dog lacks a collar, license or other evidence of ownership. If the dog possesses a collar, license or other evidence of ownership, it shall be held for a period of not less than seven (7) days from the date of mailing the notice of the dog's impoundment to its owner. After the required holding period has elapsed, the dog may be [adopted, transferred to another licensed shelter / rescue or humanely euthanized](#) if not claimed by the owner, in a manner authorized by this Ordinance and the statutes of the State.

[Provisions of this section regarding holding periods do not apply to any animal which is sick or injured to the extent that the holding period would cause the animal undue suffering in the judgment of the Animal Shelter Director, Officer or Veterinarian, or to any animal voluntarily delivered to the Animal Shelter by the owner thereof requesting humane euthanasia. Such animals may be humanely euthanized at any time.](#)

Section 2. Immediately upon impounding a dog or other animal, the Animal Control Officer shall make every reasonable effort to notify the owner of such dog or other animal so impounded and inform such owner of the conditions whereby custody of such dog or other animal may be regained pursuant to the regulations for the operation of the Animal Shelter.

Section 3. An owner may redeem a dog from the Animal Shelter by executing a sworn statement of ownership, furnishing a license and tag as required by this Ordinance and State law, and paying the following fees:

- (a) A daily boarding fee, commencing the day following the day of impoundment, which has been set by the Board of Commissioners by resolution of the majority of the Board.
- (b) A fee for any vaccinations against any disease other than rabies and other veterinary care which the animal shelter may have provided to the dog. A dog pick-up fee of \$20.00 for the first time, \$50.00 for the second pick-up, \$100.00 for the third pick-up and \$100.00 for each pick-up thereafter. If a dog is picked up at times other than normal County working hours, an extra fee of \$20.00 shall be charged. When a dog is picked up for the third time the Animal Control Officer shall [issue a civil infraction citation to](#) the owner for violations of this Ordinance.
- (c) If a dog owner is unable to prove that the dog has a current license and a valid certificate of rabies vaccination, the owner shall in addition to the fees set forth above, pay the fees established for licensing and rabies vaccination.
- (d) All fees required by this section shall be set by the Board of Commissioners by a resolution of the majority of the Board, and may be changed from time to time by the Board of Commissioners. A current listing of such fees shall be posted at the animal shelter.

[Section 4. A dog or cat may be released for adoption or transfer from the Animal Shelter subject to the following conditions:](#)

- (a) [The dog or cat has not been recovered by its owner and the required holding period has expired; or the owner of the dog or cat has signed ownership rights over to the Animal Shelter.](#)

[Section 5. The Animal Shelter Director and their assistants may decline to release an animal for adoption under any of the following circumstances:](#)

- (a) [The prospective adoptive owner has been convicted of the crime of cruelty to animals within the previous five \(5\) years;](#)

- (b) The existence of other circumstances which, in the opinion of the Animal Shelter Director or an Animal Control Officer, would endanger the health, safety or welfare of people or animals.

ARTICLE VII - KILLING AND SEIZING OF DOGS AND OTHER ANIMALS

Section 1. Any person, including a police officer, may kill any dog or other animal which they see in the act of pursuing, worrying or wounding any livestock or poultry or attacking persons, and there shall be no liability on such person in damages or otherwise, for such killing. Any dog that enters any field enclosure which is owned by or leased by a person producing livestock or poultry, outside of a city, unaccompanied by its owner, or its owner's agent, shall constitute a trespass, and the owner shall be liable in damages. Except as provided in this Section, it shall be unlawful for any person, other than a police officer, to kill or injure or attempt, to kill or injure any dog which bears a license tag for the current year. In no event shall the provisions of this section exonerate a person from compliance with the criminal laws of this State, including, by way of an example, the safe discharge of firearms.

Section 2. It shall be lawful for any person to seize any dog or other animal running at large in violation of this Ordinance and to turn said dog or other animal over to the Animal Shelter or an Animal Control Officer.

Section 3. No aggressive or dangerous animal will be adopted or placed from the Animal Shelter. Dangerous and/or aggressive animals will be held for the State mandated holding period (pending owner claim). Owners may claim their dangerous and/or aggressive animal after they show reasonable proof of ownership and pay fees. Further, an Animal Control Officer will refer the matter to the Prosecutor's Office for a determination regarding potential prosecution for violation of law. If not claimed, the animal will be humanely euthanized.

Section 4. The Animal Shelter Director along with Animal Control Officers have the sole discretionary authority to deem an animal to be aggressive or dangerous.

ARTICLE VIII - ENUMERATION OF CERTAIN VIOLATIONS AND PROCEDURE THEREFORE

Section 1. It shall be a violation of this Ordinance and subject to the penalties set forth in Article IX to:

(a) – Permit a dog in heat (estrus) to be accessible to a male dog except for intentional breeding purposes

(b) – Permit an animal to be within or on a motor vehicle at any location under such conditions as may endanger the health or well-being of the animal, including, but not limited to dangerous temperatures, lack of food, water or proper care.

(c) – Abandon an animal

(d) – Knowingly place food or item of any description containing poisonous or other injurious ingredients in any area reasonably likely to accessible to any animal except rodents.

(e) – Leave an animal unattended for more than twenty four (24) hours without adequate care.

(f) – Allow any animal to leave the confines of any officially prescribed quarantine area or violate any rules of quarantine.

(g) – Allow a dog not accompanied by its owner to come closer than six (6) feet from a public walkway, roadway, highway, or adjoining property, except when the dog is in an area that is completely fenced in or except when engaged in lawful hunting.

(h) – Allow a dog to show vicious habits or molest passers-by when such persons are lawfully on the public highway or right of way.

(i) – Interfere with, hinder, resist, oppose, obstruct or molest an Animal Control Officer or Law Enforcement in the legal performance of their duties.

(j) - Remove any animal from an Animal Control vehicle or property (live trap); without permission of the Animal Control Officer.

(k) – Hinder, harass, injure or interfere with a dog or animal being used as a service animal or for law enforcement purposes by law enforcement.

(l) – Allow a dog of any age, licensed or unlicensed, wearing a collar or not wearing a collar, to run at large, except when the dog is engaged in lawful hunting or within the effective range of an electronic control device.

(m) – Allow livestock, poultry or any other animal to run at large.

(n) – Allow a dog licensed or unlicensed to attack or bite a person or another animal.

(o) – Allow any animal to destroy property, real or personal, or trespass in a damaging way on property of a person other than the owner.

(p) – Allow a dog, licensed or unlicensed, whether or not accompanied by its owner, to be within the confines of any park when such park, by appropriate designation at its entrance, or any public street, alley or public or private grounds that prohibits dogs.

(q) – Remove a collar or tag from any dog or other animal without permission of its owner, or to decoy or entice any dog or other animal out of an enclosure or off the property of its owner, or to seize, molest or tease any dog or other animal while held or led by any person while on the property of its owner.

(r) – Intentionally run down or otherwise abuse, harass or worry any animal with any vehicle including, but not limited to, a bicycle, motor vehicle, watercraft or drone.

(s) – Withhold reporting information on found animals to the Animal Shelter or an Animal Control Officer; with the intention of keeping such animal.

(t) – Fail to provide medical care when an animal is in pain or distress including but not limited to the following: state of emaciation, unable to rise or walk, unable to urinate or defecate, unable to eat or drink, suffering from an unattended broken bone(s), wounds, burns or contusions, painful or difficulty breathing, passing blood in urine or feces, presence of maggots or infested with other parasites, severe skin disease or indication of pain or distress.

(u) – Refuse to allow kennel inspection for licensing, or during the investigation or complaint regarding cruelty or neglect.

(v) – Fail to obtain a kennel license.

(w) – Fail to obtain a dog license.

(w) – The owner's dog which, by loud and frequent barking, howling or yelping, is a nuisance in

the neighborhood in which said dog is kept, possessed or harbored.

(x) – Tether a dog unless the tether is at least 3 times the length of the dog as measured from the tip of its nose to the base of its tail, and is attached to a harness or non-choke collar designed for tethering.

Section 2. In the event of any of violations set forth in this Article or of a violation of any other provision of this Ordinance, or of the statutes of the State, the Animal Control Officer or other law enforcement, may issue an appearance ticket, citation or summons to the owner of said dog, animal, livestock or poultry, or other person, summoning them to appear before a district court or other appropriate court within the County to answer the charges made in violation of this Ordinance. An Animal Control Officer may sign a complaint before said court for violation of the provisions of State statutes, proceed to obtain the issuance of a warrant and make arrest of the person to whom said violation is charged and bring them before the court to answer the charges. The Court may, in such case, in its discretion, upon a finding of guilty, assess the penalties in accordance with the penalty provision of the State statute charged.

Section 3. In the event of any of the violations set forth in this Article, or of a violation of any other provision of this Ordinance, or of the laws of the State, the Animal Control Officer, other law enforcement or any other person may proceed to obtain authorization of the Prosecuting Attorney and make complaint before a district court or other appropriate court within the County and obtain the issuance of a summons similar to that provided in MCL 287.280, to show cause why such dog, animal, livestock or poultry should not be killed. Upon such hearing, the judge may either order the dog, animal, livestock or poultry killed, may order such dog, animal, livestock or poultry to be sold or otherwise disposed of, or may order the dog, animal, livestock or poultry confined to the premises of the owner, or may make such other order regarding the dog, animal, livestock or poultry as it deems proper and necessary under the circumstances, in addition to any of the penalties enumerated herein. This section shall, in no way, affect the provisions of Article III, Section 4(c) of this Ordinance.

Section 4. Costs, as in civil cases, shall be taxed against the owner of the dog, animal, livestock or poultry and collected by the court, from the person complained against upon a finding of responsible. The provisions of this section shall be in the alternative to the provisions for violations set forth in the preceding section and the Animal Control Officer or other police officer may, in his discretion, proceed under either section hereof.

ARTICLE IX - PENALTY

Any person, firm or corporation violating any of the provisions of this Ordinance shall be deemed responsible for a civil infraction, and upon being found responsible shall be punished by a fine of not more than ONE HUNDRED FIFTY and 00/100 DOLLARS (\$150). The Court may also order restitution of all costs incurred for the care, custody, treatment and disposition of an animal. Nothing in the ordinance shall be deemed in contravention of state law specifically the Michigan Penal Code, Public Act 328 of 1931, being sections 750.1-750.568 of the Michigan Compiled Laws. ~~guilty of a misdemeanor, and upon conviction thereof, shall be punished by imprisonment in the county jail for not more than ninety (90) days or by a fine of not more than FIVE HUNDRED AND 00/100 DOLLARS (\$500.00), or by both such fine and imprisonment.~~

ARTICLE X - PRESERVATION OF CERTAIN RIGHTS

Section 1. Nothing in this Ordinance shall be construed to prevent the owner of a licensed dog from recovery in an action at law from any police officer or any other person, except as herein provided.

Section 2. Nothing in this Ordinance shall be construed as limiting the common law liability of

the owner of a dog or other animal for damages committed by said dog or other animal.

ARTICLE XI - TREASURER'S RECORDS AND DUTIES

Section 1. On June 15th of each year, the Treasurer ~~may~~ ~~shall~~ make a comparison of records of dogs actually licensed in each city or township of the County with a report of the Animal Shelter Director, to determine and locate all unlicensed dogs.

Section 2. On and after June 15th of each year, every unlicensed dog, subject to license under the provisions of this Ordinance or the statutes of the State, is hereby declared to be a public nuisance and the Treasurer ~~may~~ ~~shall~~ immediately thereafter list all such unlicensed dogs, as shown by the returns in the office of the Animal Shelter Director and shall deliver copies of such lists to the Animal Control Officer and the Director of the Michigan Department of Agriculture, as well as those officers listed and set forth in MCL 287.277.

Section 3. The Treasurer shall keep a record of all dog licenses and all kennel licenses issued during the year in each city and township in the County. Such record shall contain the name and address of the person to whom each license is issued. In the case of an individual licenses, the record shall also state the breed, sex, age, color and markings of the dog licensed; and in case of a kennel license, it shall state the place where the kennel is located. The record shall be a public record and open to inspection during business hours. The Treasurer shall also keep an accurate record of all license fees collected, by their office or paid over to them by any city or township treasurer.

Section 4. In all prosecutions for violation of this Ordinance, the records of the Treasurer's Office, or lack of same, showing the name of the owner and the license number to whom any license was issued, and the license tag affixed to the collar or harness of the dog showing a corresponding number shall be prima facie evidence of ownership or non-ownership of any dog and of issuance or non-issuance of a dog license or tag.

ARTICLE XII - FEES AND EXPENSES

Section 1. Every township and city treasurer of Livingston County, Michigan, shall receive the sum, ~~as set by the Board of Commissioners, of ONE and 50/100 DOLLARS (\$1.50)~~ for each dog license issued for the issuing and recording of same. The remuneration as herein established shall be deemed additional compensation for additional services for each township or city treasurer who receives a salary in lieu of fees, when so designated by the appropriate township board or city council. This fee may be changed from time to time by the Board of Commissioners.

Section 2. The Animal Shelter Director ~~may~~ ~~shall~~ annually make a census of the number of dogs owned by all persons in Livingston County, Michigan, in accordance with statutes of the State. The Animal Shelter Director is hereby empowered to employ whatever personnel they reasonably believe necessary to conduct this census; such personnel shall receive for their services in listing such dogs such sum as shall be set from time to time by the Board of Commissioners.

Section 3. The duties and obligations herein imposed upon the respective designated officials may be delegated, by each of said officials, to their employees, with like force and effect.

Section 4. The fees and expenses as established by this Ordinance may be changed from time to time on or before November 1st of each year and for subsequent years by action of the Board of Commissioners.

Section 5. All fees and expenses as herein provided for shall be paid in accordance with Article XIII of this Ordinance.

ARTICLE XIII - RECEIPTS AND DISBURSEMENT OF FUNDS

All fees and monies collected under the provisions of this Ordinance unless otherwise directed by the statutes of the State, shall be transferred to the General Fund of Livingston County, Michigan, in accordance with the standard practices of the Treasurer and the monies paid out in accordance with this Ordinance shall be drawn upon the General Fund of Livingston County, Michigan.

ARTICLE XIV - CONSTRUCTION

Section 1. When not inconsistent with the context, words used in the present tense include the future. Words in the singular include the plural and words in the plural include the singular. Masculine shall include the feminine and neuter. The word "shall" is always mandatory and not merely directive. Words or terms not defined herein shall be interpreted in the manner of their common meaning. Headings shall be deemed for convenience and shall not limit the scope of any article or section of this Ordinance.

Section 2. The regulations of this Ordinance are minimum standards supplemental to the rules and regulations duly enacted by the Michigan Department of Health and Human Services and to the statutes of the State relating to public health.

ARTICLE XV - VALIDITY AND SEVERABILITY

Should any portion of this Ordinance be held invalid for any reason, such portion shall be deemed severable, and the invalidity thereof shall not be construed as affecting the validity of the remaining portions of this Ordinance.

ARTICLE XVI - REPEALER

All ordinances, or parts of ordinances which are inconsistent, or in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

EFFECTIVE DATE OF ORDINANCE

This Ordinance shall take effect when notice of its adoption is published at least once in a newspaper of general circulation in Livingston County.

ADOPTED: _____

By: _____
Carol Griffith - Chairperson County
Board of Commissioners

PASSAGE OF ORDINANCE

I, ELIZABETH HUNDLEY, County Clerk of the County of Livingston, do hereby certify that the above Livingston County Animal Control Ordinance was adopted by the Livingston County Board of Commissioners on the _____ day of _____, 20_____.

Elizabeth Hundley
Livingston County Clerk

LIVINGSTON COUNTY ANIMAL CONTROL ORDINANCE

APPROVED: APRIL 6, 1987	RESOLUTION #487-085
AMENDED: NOVEMBER 20, 1989	RESOLUTION #1189-280
AMENDED: MAY 19, 2008	RESOLUTION #2008-05-156
AMENDED: NOVEMBER 1, 2010	RESOLUTION #2010-11-310
AMENDED: MARCH 19, 2018	RESOLUTION #2018-03-053

An Ordinance relating to and providing for animal control within the boundaries of Livingston County; purpose of Ordinance; definitions: County Animal Shelter Director, their duties, authority, responsibilities and removal from office; Animal Control Officers, their duties, authority and responsibilities. Licensing and vaccination of dogs; confinement of dogs and other animals under certain circumstances; County Animal Shelter and impoundment of dogs and other animals and redemption of dogs and other animals impounded; euthanasia and seizing of dogs and other animals; regulation of kennels; enumeration of certain violations and procedure therefor; penalties; preservation of certain rights; County Treasurer's duties and records; fees and expenses; receipts and disbursements of funds; construction; repeal.

THE PEOPLE OF THE COUNTY OF LIVINGSTON, MICHIGAN, DO ORDAIN:

ARTICLE I - PURPOSE

Deeming it advisable in the interest of protecting the public health, safety, convenience and welfare and to provide for the orderly and uniform administration of the dog licensing provisions of the State of Michigan and, in particular, Act 339 of the Public Acts of 1919, as amended, being MCL 287.261 - 287.290, Act 426 of the Public Acts of 1988, as amended, being MCL 287.321 – 287.323; Act 328 of 1976, being MCL 433.11 – 433.20; and to include any additional amendments of the Michigan Compiled Laws. To create the position of Animal Control Officer, define duties, authority and responsibilities, to create the Animal Shelter Department and the position of Animal Shelter Director, and to regulate and control the conduct, keeping and care of dogs and certain other animals, the County of Livingston, Michigan, does hereby adopt the following Ordinance.

ARTICLE II - DEFINITIONS

For the purpose of this Ordinance, the following terms shall have the following meanings respectively designated for each:

- (a) ADEQUATE CARE means the provision of sufficient food, water, shelter, tethering and medical attention to maintain an animal in a state of good health.
- (b) AGGRESSION: The term aggression refers to observed or historical behavior that makes an animal a danger to the health and safety of people or other animals.
- (c) ANIMALS: Unless otherwise stated, the word "Animal" as used in this ordinance shall refer to "Domesticated Animals" – a population that have had their behavior, life cycle or physiology systemically

altered as a result of being under human control. Including but not limited to birds, fish, mammals and reptiles.

- (d) ANIMAL CONTROL OFFICER means a Deputy or any person employed by Livingston County in the Livingston County Sheriff's Office for the purpose of enforcing this Ordinance or State statutes pertaining to dogs or other animals, as well as persons or deputies employed by the County to enforce this Ordinance.
- (e) ANIMAL SHELTER means Livingston County Animal Shelter or a facility that is contracted with the county for the purpose of impound.
- (f) BOARD OF COMMISSIONERS means the Livingston County Board of Commissioners.
- (g) COUNTY means the County of Livingston of the State of Michigan.
- (h) DAY means Monday through Friday, 8:00 a.m. to 5:00 p.m. Saturdays, Sundays, and holidays during which County offices are closed shall not be included in the definition of DAY.
- (i) ANIMAL SHELTER DIRECTOR means the person employed by or contracted by the Animal Shelter to fulfill duties and responsibilities of acting in accordance with the Michigan Compiled Laws.
- (j) EUTHANASIA means the humane destruction of an animal accomplished by a method that produces rapid unconsciousness and subsequent death without evidence of pain or distress, or a method that utilizes anesthesia produced by an approved agent that causes painless loss of consciousness and subsequent death.
- (k) HARBOR means to feed or shelter an animal(s) for three (3) or more consecutive days.
- (l) IMPOUND means to place in an animal shelter, or other authorized facility, an animal for shelter purposes.
- (m) KENNEL means any establishment, except a pet shop, animal shelter or pound licensed pursuant to MCL 287.331 to 287.340, wherein or whereon three (3) or more dogs are confined and kept for sale, boarding, breeding or training purposes, for remuneration, constructed so as to prevent the public or stray dogs from obtaining entrance thereto and gaining contact with dogs lodged therein. This definition shall not be deemed to apply to a litter of puppies with their mother and under six (6) months of age.
- (n) LARGE CARNIVORES shall include but not be limited to a lion, leopard, jaguar, tiger, cougar, panther, cheetah or bear.
- (o) LIVESTOCK means horses, stallions, colts, geldings, mares, sheep, rams, lambs, bulls, bullocks, steers, heifers, cows, calves, mules, jacks, jennets, burros, goats, kids, hogs, swine, and furbearing animals being raised in captivity.
- (p) NEGLECT means to fail to sufficiently and properly care for an animal to the extent that the animal's health is jeopardized.
- (q) NON-AGRICULTURAL AREA means any area zoned by a city, village, township or other governmental body, agency or commission as other than for agricultural purposes.
- (r) OWNER, and "persons owning premises" shall mean both the owner of title of record and those occupying or in possession of any property or premise.

The term "owner," when applied to the proprietorship of an animal, means every person having a right of property in the animal, an authorized agent of the owner, and every person who keeps or harbors the animal or has it in their care, custody or control, and every person who permits the animal to remain on or about the premise occupied by him. An owner does not mean a person who harbors an animal in the course of conducting a boarding, grooming or training business, or veterinary hospital, or a person who harbors an animal in violation of Act 309 of the Public Acts of 1939, being MCL 287.308..

- (s) PERSON: The word "person" shall include state and local officers or employees, individuals, corporations, co-partnerships and associations.
- (t) LAW ENFORCEMENT / PEACE OFFICER means any person employed or elected by the people of the State of Michigan, or by any city, village, county or township whose duty it is to preserve peace or make arrest or to enforce the law, and includes game, fish and forest fire wardens and members of the State Police and Conservation Officers.
- (u) POULTRY means all domestic fowl, ornamental birds and game birds possessed or being reared under

authority of a breeder's license pursuant to part 427 (breeders and dealers) of the Natural Resources and Environmental Act. Act 451 of the Public Acts of 1994, being MCL 324.42701 – 324.42714.

- (v) **RABIES SUSPECT ANIMAL** means any animal which has been determined by the Michigan Department of Health and Human Services to be a potential rabies carrier and which has bitten a human, or any animal which has been in contact with or been bitten by another animal which is a potential rabies carrier, or any animal which is a potential rabies carrier which shows symptoms suggestive of rabies.
- (w) **SANITARY CONDITIONS** means space free from health hazards including excessive animal waste, overcrowding of animals, or other conditions that endanger the animal's health.
- (x) **SERVICE DOG** means any dog which is trained or being trained to aid a person who is blind, hearing impaired, or otherwise disabled under MCL 287.291 (1970 PA 207), or any dog which is trained or being trained for law enforcement or as a private security animal.
- (y) **SHELTER** means adequate protection from the elements, suitable for the age and species of the animal to maintain the animal in a state of good health, including structure or natural features in accordance with MCL 750.50
- (z) **SPORTING DOGS:** Three or more sporting dogs shall be under the definition of Kennel Dogs.
- (aa) **STATE** means the State of Michigan.
- (bb) **STATE OF GOOD HEALTH** means freedom from disease, illness and in a condition of proper body weight and temperature for the age and species of the animal, free from parasites, sores and any disease of the skin as a result of improper grooming.
- (cc) **STERILIZED** means an animal which has, by virtue of a surgically performed castration or ovariectomy or other recognized veterinary procedure been rendered incapable of sexual reproduction.
- (dd) **TETHERING** means the restraint and confinement of an animal by use of a chain, rope, or similar device.
- (ee) **TREASURER** means the Livingston County Treasurer.
- (ff) **VETERINARIAN** means a person licensed to practice veterinary medicine under Article 15 of the Public Health Code, 1978 PA 368, MCL 333.16101 to 333.18838.
- (gg) **WILDLIFE:** Shall mean all fur bearing animals and birds by definition of the Department of Natural Resources.
- (hh) **WOLF-DOG HYBRID:** Shall mean a canid resulting from the breeding of any of the following: A wolf with a dog; a wolf-dog cross with a dog; a wolf-dog cross with a wolf-dog cross; in accordance with 2000 PA 246.

ARTICLE III – ANIMAL SHELTER, ANIMAL SHELTER DIRECTOR & ANIMAL CONTROL OFFICER DUTIES, AUTHORITY & RESPONSIBILITIES

Section 1. The Livingston County Animal Shelter Department is established for the operation of the Animal Shelter, under the direction of the Animal Shelter Director. The Animal Shelter Director shall be appointed by the Board of Commissioners, and shall report to the County Administrator. The Animal Shelter Director need not meet the qualifications of an Animal Control Officer as set forth in MCL 287.289b. The duties of the Animal Shelter Director may be assigned by the Board of Commissioners to another public agency or a private contractor. The Board of Commissioners shall maintain the animal shelter for the purposes set forth herein. Said person shall report to the Board of Commissioners, and serve at the pleasure of the Board of Commissioners. The Animal Shelter Director is not responsible for oversight of Animal Control Officers.

Section 2. Animal Control Officers will be a part of the Sheriff's Office Uniform Services Division. They may be deputized by the Sheriff as a peace officer to enforce this ordinance and state statutes pertaining to control, regulation and protection of dogs and other animals, including the issuance of tickets, citations or summonses to persons in violation of this ordinance and or state statutes. Animal Control Officers and enforcement of this ordinance will be under the oversight of the County Sheriff outside of listed Animal Shelter responsibilities.

Section 3. In lieu of all fees and other remuneration under the statutes of this State, the Animal Shelter Director and employees, except census takers, shall be paid a salary as established and determined by appropriate resolution of the Board of Commissioners.

Section 4. The Animal Shelter Director, their employees and Animal Control Officers, shall act reasonably and with the exercise of judgment in the enforcement of the State Law and this ordinance in reference to animals.

The following duties, in addition to those stated elsewhere in this ordinance and state statutes, shall include the following:

- (a) The Animal Control Officer shall promptly seize, take up and place in the animal shelter all dogs or other animals, livestock or poultry found running at large or being kept or harbored any place within the County contrary to the provisions of this Ordinance or the statutes of the State. In the event the animal shelter's facilities are inadequate for holding the type of animals seized, such as livestock and poultry, pursuant to this Ordinance and State law, the Animal Control Officer shall place such animals in such alternative facilities as authorized by the Board of Commissioners and permitted by the statutes of the State.
- (b) An Animal Control Officer shall either have had a minimum course of study of not less than one hundred (100) instructional hours as prescribed by the Michigan Department of Agriculture or be deputized as a peace or police officer. Upon meeting either of these requirements, the Animal Control Officer, shall be legally authorized to have the power and duty to issue appearance tickets, citations or summons to those persons owning, keeping or harboring dogs contrary to the provisions of this Ordinance or the statutes of the State.
- (c) It shall be the duty of the Animal Shelter Director to destroy in a humane manner, all impounded dogs or other animals lacking a collar, license or other evidence of ownership after being impounded for four (4) days, or if the animal has a collar, license or other evidence of ownership, seven (7) days from the date of mailing to the animal's owner written notice that the animal has been impounded. If, however, the Animal Shelter Director, believes said dog or other animal is valuable or otherwise desirable for keeping, the Animal Shelter Director or assistants may release said dog, or other animal, after the required holding period, to any person who will undertake to remove said animal from the County or keep said animal within the County in accordance with the provisions of this Ordinance and the statutes of the State, including compliance with licensing and vaccination requirements, upon payment of the proper charge for the care and treatment of said animal while kept in the animal shelter or dispose of said dog or other animal in a manner approved by the Board of Commissioners. Such regulations regarding the sale of animals from the animal shelter and boarding and other charges shall be posted in a conspicuous place at the animal shelter. The bodies of all animals destroyed at the animal shelter or elsewhere in the County shall be disposed of by the Animal Shelter Director or their assistants, in a manner approved by the Board of Commissioners and in compliance with the statutes of the State. Any animals voluntarily turned in to the animal shelter by the owner thereof for disposition need not be kept for the minimum period set forth herein before release or disposal of such animal is made by the Animal Shelter Director or their assistants, as provided herein.
- (d) An Animal Control Officer shall promptly investigate all animal bite cases by a rabies suspect animal involving human exposure and shall search out and attempt to discover the animal involved and shall either seize and impound or require its owner to quarantine the animal for examination for disease in accordance with Article V of this Ordinance and/or the statutes of the State. In the event the owner of a quarantined animal is unable to maintain the quarantine during the required period, the owner shall deliver said animal to the animal shelter or, upon notice to an Animal Control Officer, to a veterinarian clinic for impoundment. Failure of an owner to maintain quarantine or to deliver a quarantined animal for impoundment shall constitute a civil infraction punishable as set forth in Article IX of this Ordinance. In addition to such penalty, an Animal Control Officer shall seize and impound the quarantined animal.
- (e) The Animal Control Officer may assume the duty provided MCL 287.276 to determine and locate all unlicensed dogs, to list such dogs, and to deliver said list on or before June 1st of each year to the Treasurer for the necessary proceedings as provided by this Ordinance and/or the statutes of the State.
- (f) An Animal Control Officer is hereby authorized and empowered, in accordance with the provisions of

this Ordinance, upon probable cause and issuance of a warrant, or exigent circumstances, to enter upon private premises for the purpose of inspecting same to determine the harboring, keeping or possessing of any dog or dogs and whether the owners of said dogs have complied with the appropriate provisions of this Ordinance and the statutes of the State and to apprehend and take with them any dogs for whom no license has been procured in accordance with this Ordinance and the statutes of the State or for any other violation hereof. The provisions of this sub-section shall specifically include, but not be limited to, investigation of or seizure for cruelty to animals.

- (g) An Animal Control Officer shall have the right to inspect any kennel, a license for which has been issued by the Treasurer pursuant to this Ordinance and the statutes of the state, and shall have the duty to suspend said license if, in their opinion, conditions exist which are unhealthy or inhumane to the animals kept therein pending correction of such conditions, and further shall have the duty to revoke said license if such conditions are not corrected within a reasonable period of time. The Animal Control Officer shall have the right, to investigate complaints of dogs or other animals alleged to be dangerous to persons or property and shall have the right to seize, take up and impound such animals.
- (h) An Animal Control Officer shall have the right to investigate complaints of cruelty to dogs or other animals, livestock or poultry and shall have the right to seize, take up and impound any dog or other animal, livestock or poultry which has been subject to such cruelty.
- (i) The Animal Shelter Director or their employees, if authorized by the Treasurer, shall, at all times, carry a book of receipts properly numbered in sequence for accounting purposes, for the issuing of dog licenses as provided in this Ordinance and shall issue such dog licenses in accordance herewith. The Animal Shelter Director, if authorized by the Treasurer, shall also perform, in conjunction with the Treasurer, such other duties assigned to the Treasurer by this Ordinance and the statutes of the State regarding issuance, transfer and replacement of dog and kennel licenses and tags. While authorized by the Treasurer to perform such duties, the Animal Shelter Director shall ensure that the original of all records evidencing the performance of such duties are turned over to the Treasurer not less than monthly with copies of said records retained at the Animal Shelter office. All fees and monies collected by the Animal Shelter Director or their assistants as herein provided, shall be accounted for and turned over to the Treasurer on or before the first of each and every month, or more often, if reasonably necessary under the standard practices of the Treasurer's accounting system.
- (j) An Animal Control Officer will inspect all kennels in the County.
- (k) All Animal Control Officers will conduct themselves in a professional manner and be properly uniformed and identifiable to the public.
- (l) An Animal Control Officer and the Animal Shelter Director shall have such other duties relating to the enforcement of this Ordinance as the Board of Commissioners may, from time to time, provide.

Section 5. It shall further be the duty of the Animal Control Officer to enforce the provisions of this Ordinance and the statutes of the State pertaining to dogs and other animals, and they may make complaint to the appropriate District Court or other appropriate court in regard to the violation thereof.

Section 6. The Animal Shelter Director or their employees shall dispose of any animal, livestock or poultry seized, taken up and/or impounded as provided for herein, in accordance with the provisions of this Ordinance and/or the statutes of the State.

Section 7. All suspensions and/or revocations of licenses and all seizures for cruelty or dangerousness as provided for herein, shall be in accordance with such rules and regulations as are adopted from time to time by the Board of Commissioners.

Section 8. The Animal Shelter Director may be removed from office for good cause shown after a hearing before the Board of Commissioners and after first being given reasonable notice of a time, date and place of said hearing. A vote for removal or non-removal shall be by majority vote of the Board of Commissioners.

ARTICLE IV - LICENSING AND VACCINATION

Section 1. It shall be unlawful for any person to own any dog of licensing age as set forth in Section 2 of this Article, unless the dog is licensed as hereinafter provided, or to own any dog of licensing age that does not, at all times, wear a collar with a tag approved by the Director of the Michigan Department of Agriculture, attached, as hereinafter provided, except when engaged in lawful hunting accompanied by its owner; or for any owner of any female dog to permit the female dog to go beyond the premises of such owner when she is in heat, unless the female dog is held properly on leash; or for any person except the owner, to remove any collar and/or license tag from a dog; or for any owner to allow any dog, except working dogs such as leader dogs, farm dogs, hunting dogs, and other dogs, when accompanied by their owner, while actively engaged in activities for which such dogs are trained, to stray unless held properly on leash.

Section 2. All dogs except those covered by a kennel license obtained pursuant to Section 7 of this Article shall be licensed as follows:

- (a) The owner of any dog four (4) months old or over, except as provided in Section 3 of this Article, shall apply to the county, township or city treasurer or his / her authorized agent, where the owner resides, in writing, for a license for each dog owned or kept by him / her. The owner must apply for a license by one of the following, at the owner's option: 1) the last day of the month of the dog's current rabies vaccination every year; or 2) the last day of the month of the dog's current rabies vaccination every third year. Such application shall state the breed, sex, age, color and markings of such dog, and the name and address of the current owner. Such application for a license shall be accompanied by a valid certificate of vaccination for rabies signed by a licensed veterinarian, certifying that the dog has been vaccinated for rabies with a vaccine licensed by the United States Department of Agriculture.
- (b) Any person becoming the owner of any dog four (4) months old or over, and that is not already licensed, shall apply for a license within 30 days. Any person owning a dog which will become four (4) months old, shall apply for and secure a license for such dog within seven (7) days of the date in which the dog reaches such age. The license application to be used for a license under this sub-section shall be the same as required in Section 2(a) of this Article, accompanied by a valid certificate of vaccination for rabies signed by a licensed veterinarian, certifying that the dog has been vaccinated for rabies with a vaccine licensed by the United States Department of Agriculture.

Section 3. No dog shall be exempt from the rabies vaccination requirements set forth in Section 2 of this Article. The owner of a dog of licensing age under this Ordinance shall at all times keep said dog's rabies vaccination current and be able to produce a valid certificate of vaccination for rabies signed by a licensed veterinarian, certifying that the dog has been vaccinated for rabies with a vaccine licensed by the United States Department of Agriculture.

Section 4. The license fees for dogs licensed under Section 2 of this Article shall be as follows:

- (a) The fee for licenses acquired for male or female dogs that are not surgically sterilized, and for surgically sterilized male or female dogs shall be the sum the Board of Commissioners shall require by resolution of a majority of the Board.
- (b) For dogs reaching the age of four (4) months, the owner thereof shall obtain a license within seven (7) days of the date in which a dog reaches four (4) months of age at the rate set forth in Section 4(a) of this Article.
- (c) A dog which is used as a service dog for a person with a disability is not subject to any fee for licensing, as provided in MCL 287.291.
- (d) The license fee for any dog for which a license has not been obtained in accordance with Section 4(a) and (b) of this Article shall be considered delinquent and the fee for acquiring a license for such a dog which has not been surgically sterilized and for such dog which has been surgically sterilized shall be the sum the Board of Commissioners shall require by resolution of a majority of the Board.
- (e) The dog license fees as herein established may be changed from time to time on or before November 1st of each year, and for subsequent years, by the Board of Commissioners by resolution of a majority of the

Board.

- (f) Current dog licenses issued by other counties within Michigan, and any other governmental agencies, shall be honored in Livingston County until the expiration of said license.

Section 5. No license or license tag issued for one dog shall be transferable to another dog. Whenever the ownership or possession of any dog is permanently transferred from one person to another within the same county, the license of such dog may be likewise transferred, upon proper notice in writing by the last registered owner, given to the Treasurer who shall note such transfer upon his records. This Ordinance does not require the procurement of a new license, or the transfer of a license already secured, where the possession of a dog is temporarily transferred for the purpose of boarding, hunting game, breeding, trial or show.

Section 6. If the dog license tag is lost, it shall be replaced by the Treasurer, upon application by the owner of the dog, and upon production of such license and a sworn statement of fact regarding the loss of such tag.

Section 7. All kennels shall be subject to the following:

- (a) Any person who wishes to own, keep or operate a kennel may, in lieu of individual licenses required under this Ordinance, and under the statutes of the State shall on or before June 1st of each year, apply to the Treasurer for a kennel license entitling them to own, keep or operate such kennel in accordance with the applicable statutes of the State, which includes MCL 287.270.
- (b) The dogs in the kennel covered by the kennel license must be kept for sale, boarding, breeding, training or sporting purposes for remuneration. Pets must be licensed individually and will not be covered under the kennel license.
- (c) Any approved kennel license will be valid for one (1) calendar year from the date of issuance.
- (d) In order to obtain or renew a kennel license within Livingston County, except in a city, township or village with their own ordinance that prohibits kennels, shall, within thirty (30) days prior to start of such operation or within thirty (30) days prior to expiration date of previously issued license shall obtain a kennel inspection by an Animal Control Officer and be certified that the kennel meets the requirements in accordance with statutes of the State.
- (e) All kennels must be kept sanitary and provide adequate housing for and humane treatment to the dogs kept therein.
- (f) Refusal of inspection shall result in a civil infraction and immediate suspension of license.
- (g) A Kennel will be available for inspection by an Animal Control Officer or Law Enforcement Officer / Deputy who lawfully is investigating a complaint of abuse or neglect involving that kennel.
- (h) A kennel inspection fee and renewal fee shall be set forth by resolution of the Board of Commissioners.
- (i) A veterinarian hospital is not considered a kennel under this ordinance.
- (j) Issuance of a kennel license does not relieve or exempt the owner of the kennel from the requirement in Section 3 of this Article that all dogs of licensing age have a current rabies vaccination, with a vaccine licensed by the United States Department of Agriculture evidenced by a valid certificate of vaccination for rabies, signed by a licensed veterinarian.
- (k) The fee to be paid for a kennel license shall be \$10.00 for ten (10) dogs or less, and \$25.00 for more than ten (10) dogs. Double the original license fee shall be charged for each previously licensed kennel whose kennel license has expired and is applied for after June 1st. Failure to obtain such kennel license shall be punished as set forth in Article IX of this Ordinance.

ARTICLE V - CONFINEMENT, QUARANTINE, HEALTH INSPECTION AND DISPOSAL OF DOGS/ANIMAL IN BITE CASES

Section 1. All bite cases involving a dog or other rabies suspect animals and human exposure

shall be reported to a Livingston County Animal Control Officer and the Livingston County Health Department. During the hours in which these agencies are closed, all such bite cases shall be reported to the Livingston County Sheriff's Office.

Section 2. Any dog or cat kept as a pet that shall bite a person, shall be securely confined by the owner thereof inside an appropriate building or enclosure for a minimum period of ten (10) days following the biting of such person. A dog or cat that bites another animal or livestock may be subject to the above confinement at the direction of the Health Department. In the event that the owner of such animal is unable to or fails to securely confine the animal for such period of time, then in that event, an Animal Control Officer may take possession and custody of such animal and confine it at the Animal Shelter until the expiration of said ten (10) days and upon satisfactory evidence that said animal is not suffering from rabies. The owner of such animal kept at the Animal Shelter shall bear the costs thereof. Any dog or cat running loose after biting a person, animal or livestock, and whose owner cannot be determined, shall be confined for a period of ten (10) days at the Animal Shelter in accordance with the provisions of this section and thereafter disposed of in accordance with the provisions of this Ordinance, or such regulations as are in effect at the Animal Shelter.

Section 3. Any rabies suspect animal other than a dog or cat which shall bite a person, animal or livestock, shall be turned over to and/or seized by an Animal Control Officer for impoundment at the Animal Shelter. The Animal Control Director or their employees shall immediately destroy said animal and have it tested for rabies.

Section 4. If a dog or cat has NOT been vaccinated for rabies prior to its biting a person, animal or livestock, the owner shall wait ten (10) days (quarantine period) and then have the animal vaccinated.

Section 5. If the owner observes during the quarantine period that his dog or cat is getting ill (upset stomach, paralysis, difficulty in swallowing, etc.) or that there seems to be a change in the animal's usual disposition and actions (becomes highly excitable, unusually quiet, etc.), the owner shall call the Livingston County Health Department, the Livingston County Animal Shelter, or a veterinarian immediately. If the dog or cat dies, the owner shall call the Livingston County Health Department and the Livingston County Animal Shelter during regular business hours, or contact the Livingston County Sheriff's Office after regular business hours.

Section 6. The owner of a quarantined dog or cat shall not, under any circumstances, before the quarantined period has passed:

- (a) Kill the dog or cat;
- (b) Dispose of the dog or cat in any manner; or
- (c) Remove the dog or cat from his property without first notifying an Animal Control Officer or the Animal Shelter and having the dog or cat observed by an Animal Control Officer or his representative and obtaining the consent of the Animal Control Officer to the removal of the dog or cat from the owner's property.

Section 7. At the expiration of a dog's or cat's quarantine period, the owner shall bring the dog or cat to the Animal Shelter for health inspection and completion of required forms.

Section 8. If, at any time during a dog's or cat's quarantine, during the health inspection thereafter, the dog or cat is determined by the Animal Control Officer to have rabies, said dog or cat shall be disposed of as the Animal Shelter Director directs.

Section 9. Failure of the owner of a dog or other rabies suspect animal which has bitten a person, animal or livestock to comply with this Article shall be in violation of this Ordinance and subject to the penalties set forth in Article IX.

ARTICLE VI - ANIMAL SHELTER: IMPOUNDMENT and RELEASE

Section 1. All dogs found running at large shall be seized by an Animal Control Officer or Law Enforcement, and impounded at the Animal Shelter for a period of four (4) days if the dog lacks a collar, license or other evidence of ownership. If the dog possesses a collar, license or other evidence of ownership, it shall be held for a period of not less than seven (7) days from the date of mailing the notice of the dog's impoundment to its owner. After the required holding period has elapsed, the dog may be adopted, transferred to another licensed shelter / rescue or humanely euthanized if not claimed by the owner, in a manner authorized by this Ordinance and the statutes of the State.

Provisions of this section regarding holding periods do not apply to any animal which is sick or injured to the extent that the holding period would cause the animal undue suffering in the judgment of the Animal Shelter Director, Officer or Veterinarian, or to any animal voluntarily delivered to the Animal Shelter by the owner thereof requesting humane euthanasia. Such animals may be humanely euthanized at any time.

Section 2. Immediately upon impounding a dog or other animal, the Animal Control Officer shall make every reasonable effort to notify the owner of such dog or other animal so impounded and inform such owner of the conditions whereby custody of such dog or other animal may be regained pursuant to the regulations for the operation of the Animal Shelter.

Section 3. An owner may redeem a dog from the Animal Shelter by executing a sworn statement of ownership, furnishing a license and tag as required by this Ordinance and State law, and paying the following fees:

- (a) A daily boarding fee, commencing the day following the day of impoundment, which has been set by the Board of Commissioners by resolution of the majority of the Board.
- (b) A fee for any vaccinations against any disease other than rabies and other veterinary care which the animal shelter may have provided to the dog. A dog pick-up fee of \$20.00 for the first time, \$50.00 for the second pick-up, \$100.00 for the third pick-up and \$100.00 for each pick-up thereafter. If a dog is picked up at times other than normal County working hours, an extra fee of \$20.00 shall be charged. When a dog is picked up for the third time the Animal Control Officer shall issue a civil infraction citation to the owner for violations of this Ordinance.
- (c) If a dog owner is unable to prove that the dog has a current license and a valid certificate of rabies vaccination, the owner shall in addition to the fees set forth above, pay the fees established for licensing and rabies vaccination.
- (d) All fees required by this section shall be set by the Board of Commissioners by a resolution of the majority of the Board, and may be changed from time to time by the Board of Commissioners. A current listing of such fees shall be posted at the animal shelter.

Section 4. A dog or cat may be released for adoption or transfer from the Animal Shelter subject to the following conditions:

- (a) The dog or cat has not been recovered by its owner and the required holding period has expired; or the owner of the dog or cat has signed ownership rights over to the Animal Shelter.

Section 5. The Animal Shelter Director and their assistants may decline to release an animal for adoption under any of the following circumstances:

- (a) The prospective adoptive owner has been convicted of the crime of cruelty to animals within the previous five (5) years;
- (b) The existence of other circumstances which, in the opinion of the Animal Shelter Director or an Animal Control Officer, would endanger the health, safety or welfare of people or animals.

ARTICLE VII - KILLING AND SEIZING OF DOGS AND OTHER ANIMALS

Section 1. Any person, including a police officer, may kill any dog or other animal which they see in the act of pursuing, worrying or wounding any livestock or poultry or attacking persons, and there shall be no liability on such person in damages or otherwise, for such killing. Any dog that enters any field enclosure which is owned by or leased by a person producing livestock or poultry, outside of a city, unaccompanied by its owner, or its owner's agent, shall constitute a trespass, and the owner shall be liable in damages. Except as provided in this Section, it shall be unlawful for any person, other than a police officer, to kill or injure or attempt, to kill or injure any dog which bears a license tag for the current year. In no event shall the provisions of this section exonerate a person from compliance with the criminal laws of this State, including, by way of an example, the safe discharge of firearms.

Section 2. It shall be lawful for any person to seize any dog or other animal running at large in violation of this Ordinance and to turn said dog or other animal over to the Animal Shelter or an Animal Control Officer.

Section 3. No aggressive or dangerous animal will be adopted or placed from the Animal Shelter. Dangerous and/or aggressive animals will be held for the State mandated holding period (pending owner claim). Owners may claim their dangerous and/or aggressive animal after they show reasonable proof of ownership and pay fees. Further, an Animal Control Officer will refer the matter to the Prosecutor's Office for a determination regarding potential prosecution for violation of law. If not claimed, the animal will be humanely euthanized.

Section 4. The Animal Shelter Director along with Animal Control Officers have the sole discretionary authority to deem an animal to be aggressive or dangerous.

ARTICLE VIII - ENUMERATION OF CERTAIN VIOLATIONS AND PROCEDURE THEREFORE

Section 1. It shall be a violation of this Ordinance and subject to the penalties set forth in Article IX to:

(a) – Permit a dog in heat (estrus) to be accessible to a male dog except for intentional breeding purposes

(b) – Permit an animal to be within or on a motor vehicle at any location under such conditions as may endanger the health or well-being of the animal, including, but not limited to dangerous temperatures, lack of food, water or proper care.

(c) – Abandon an animal

(d) – Knowingly place food or item of any description containing poisonous or other injurious ingredients in any area reasonably likely to accessible to any animal except rodents.

(e) – Leave an animal unattended for more than twenty four (24) hours without adequate care.

(f) – Allow any animal to leave the confines of any officially prescribed quarantine area or violate any rules of quarantine.

(g) – Allow a dog not accompanied by its owner to come closer than six (6) feet from a public walkway, roadway, highway, or adjoining property, except when the dog is in an area that is completely fenced in or except when engaged in lawful hunting.

(h) – Allow a dog to show vicious habits or molest passers-by when such persons are lawfully on

the public highway or right of way.

(i) – Interfere with, hinder, resist, oppose, obstruct or molest an Animal Control Officer or Law Enforcement in the legal performance of their duties.

(j) - Remove any animal from an Animal Control vehicle or property (live trap); without permission of the Animal Control Officer.

(k) – Hinder, harass, injure or interfere with a dog or animal being used as a service animal or for law enforcement purposes by law enforcement.

(l) – Allow a dog of any age, licensed or unlicensed, wearing a collar or not wearing a collar, to run at large, except when the dog is engaged in lawful hunting or within the effective range of an electronic control device.

(m) – Allow livestock, poultry or any other animal to run at large.

(n) – Allow a dog licensed or unlicensed to attack or bite a person or another animal.

(o) – Allow any animal to destroy property, real or personal, or trespass in a damaging way on property of a person other than the owner.

(p) – Allow a dog, licensed or unlicensed, whether or not accompanied by its owner, to be within the confines of any park when such park, by appropriate designation at its entrance, or any public street, alley or public or private grounds that prohibits dogs.

(q) – Remove a collar or tag from any dog or other animal without permission of its owner, or to decoy or entice any dog or other animal out of an enclosure or off the property of its owner, or to seize, molest or tease any dog or other animal while held or led by any person while on the property of its owner.

(r) – Intentionally run down or otherwise abuse, harass or worry any animal with any vehicle including, but not limited to, a bicycle, motor vehicle, watercraft or drone.

(s) – Withhold reporting information on found animals to the Animal Shelter or an Animal Control Officer; with the intention of keeping such animal.

(t) – Fail to provide medical care when an animal is in pain or distress including but not limited to the following: state of emaciation, unable to rise or walk, unable to urinate or defecate, unable to eat or drink, suffering from an unattended broken bone(s), wounds, burns or contusions, painful or difficulty breathing, passing blood in urine or feces, presence of maggots or infested with other parasites, severe skin disease or indication of pain or distress.

(u) – Refuse to allow kennel inspection for licensing, or during the investigation or complaint regarding cruelty or neglect.

(v) – Fail to obtain a kennel license.

(w) – Fail to obtain a dog license.

(x) – The owner's dog which, by loud and frequent barking, howling or yelping, is a nuisance in the neighborhood in which said dog is kept, possessed or harbored.

(y) – Tether a dog unless the tether is at least 3 times the length of the dog as measured from the tip of its nose to the base of its tail, and is attached to a harness or non-choke collar designed for tethering.

Section 2. In the event of any of violations set forth in this Article or of a violation of any other provision of this Ordinance, or of the statutes of the State, the Animal Control Officer or other law enforcement, may issue an appearance ticket, citation or summons to the owner of said dog, animal, livestock or poultry, or other person, summoning them to appear before a district court or other appropriate court within the County to answer the charges made in violation of this Ordinance. An Animal Control Officer may sign a complaint before said court for violation of the provisions of State statutes, proceed to obtain the issuance of a warrant and make arrest of the person to whom said violation is charged and bring them before the court to answer the charges. The Court may, in such case, in its discretion, upon a finding of guilty, assess the penalties in accordance with the penalty provision of the State statute charged.

Section 3. In the event of any of the violations set forth in this Article, or of a violation of any other provision of this Ordinance, or of the laws of the State, the Animal Control Officer, other law enforcement or any other person may proceed to obtain authorization of the Prosecuting Attorney and make complaint before a district court or other appropriate court within the County and obtain the issuance of a summons similar to that provided in MCL 287.280, to show cause why such dog, animal, livestock or poultry should not be killed. Upon such hearing, the judge may either order the dog, animal, livestock or poultry killed, may order such dog, animal, livestock or poultry to be sold or otherwise disposed of, or may order the dog, animal, livestock or poultry confined to the premises of the owner, or may make such other order regarding the dog, animal, livestock or poultry as it deems proper and necessary under the circumstances, in addition to any of the penalties enumerated herein. This section shall, in no way, affect the provisions of Article III, Section 4(c) of this Ordinance.

Section 4. Costs, as in civil cases, shall be taxed against the owner of the dog, animal, livestock or poultry and collected by the court, from the person complained against upon a finding of responsible. The provisions of this section shall be in the alternative to the provisions for violations set forth in the preceding section and the Animal Control Officer or other police officer may, in his discretion, proceed under either section hereof.

ARTICLE IX - PENALTY

Any person, firm or corporation violating any of the provisions of this Ordinance shall be deemed responsible for a civil infraction, and upon being found responsible shall be punished by a fine of not more than ONE HUNDRED FIFTY and 00/100 DOLLARS (\$150). The Court may also order restitution of all costs incurred for the care, custody, treatment and disposition of an animal. Nothing in the ordinance shall be deemed in contravention of state law specifically the Michigan Penal Code, Public Act 328 of 1931, being sections 750.1-750.568 of the Michigan Compiled Laws.

ARTICLE X - PRESERVATION OF CERTAIN RIGHTS

Section 1. Nothing in this Ordinance shall be construed to prevent the owner of a licensed dog from recovery in an action at law from any police officer or any other person, except as herein provided.

Section 2. Nothing in this Ordinance shall be construed as limiting the common law liability of the owner of a dog or other animal for damages committed by said dog or other animal.

ARTICLE XI - TREASURER'S RECORDS AND DUTIES

Section 1. On June 15th of each year, the Treasurer may make a comparison of records of dogs actually licensed in each city or township of the County with a report of the Animal Shelter Director, to determine and locate all unlicensed dogs.

Section 2. On and after June 15th of each year, every unlicensed dog, subject to license under the provisions of this Ordinance or the statutes of the State, is hereby declared to be a public nuisance and the Treasurer may immediately thereafter list all such unlicensed dogs, as shown by the returns in the office of the Animal Shelter Director and shall deliver copies of such lists to the Animal Control Officer and the Director of the Michigan Department of Agriculture, as well as those officers listed and set forth in MCL 287.277.

Section 3. The Treasurer shall keep a record of all dog licenses and all kennel licenses issued during the year in each city and township in the County. Such record shall contain the name and address of the person to whom each license is issued. In the case of an individual licenses, the record shall also state the breed, sex, age, color and markings of the dog licensed; and in case of a kennel license, it shall state the place where the kennel is located. The record shall be a public record and open to inspection during business hours. The Treasurer shall also keep an accurate record of all license fees collected, by their office or paid over to them by any city or township treasurer.

Section 4. In all prosecutions for violation of this Ordinance, the records of the Treasurer's Office, or lack of same, showing the name of the owner and the license number to whom any license was issued, and the license tag affixed to the collar or harness of the dog showing a corresponding number shall be prima facie evidence of ownership or non-ownership of any dog and of issuance or non-issuance of a dog license or tag.

ARTICLE XII - FEES AND EXPENSES

Section 1. Every township and city treasurer of Livingston County, Michigan, shall receive the sum, as set by the Board of Commissioners, for each dog license issued for the issuing and recording of same. The remuneration as herein established shall be deemed additional compensation for additional services for each township or city treasurer who receives a salary in lieu of fees, when so designated by the appropriate township board or city council. This fee may be changed from time to time by the Board of Commissioners.

Section 2. The Animal Shelter Director may annually make a census of the number of dogs owned by all persons in Livingston County, Michigan, in accordance with statutes of the State. The Animal Shelter Director is hereby empowered to employ whatever personnel they reasonably believe necessary to conduct this census; such personnel shall receive for their services in listing such dogs such sum as shall be set from time to time by the Board of Commissioners.

Section 3. The duties and obligations herein imposed upon the respective designated officials may be delegated, by each of said officials, to their employees, with like force and effect.

Section 4. The fees and expenses as established by this Ordinance may be changed from time to time on or before November 1st of each year and for subsequent years by action of the Board of Commissioners.

Section 5. All fees and expenses as herein provided for shall be paid in accordance with Article XIII of this Ordinance.

ARTICLE XIII - RECEIPTS AND DISBURSEMENT OF FUNDS

All fees and monies collected under the provisions of this Ordinance unless otherwise directed by the statutes of the State, shall be transferred to the General Fund of Livingston County, Michigan, in accordance with the standard practices of the Treasurer and the monies paid out in accordance with this Ordinance shall be drawn upon the General Fund of Livingston County, Michigan.

ARTICLE XIV - CONSTRUCTION

Section 1. When not inconsistent with the context, words used in the present tense include the future. Words in the singular include the plural and words in the plural include the singular. Masculine shall include the feminine and neuter. The word "shall" is always mandatory and not merely directive. Words or terms not defined herein shall be interpreted in the manner of their common meaning. Headings shall be deemed for convenience and shall not limit the scope of any article or section of this Ordinance.

Section 2. The regulations of this Ordinance are minimum standards supplemental to the rules and regulations duly enacted by the Michigan Department of Health and Human Services and to the statutes of the State relating to public health.

ARTICLE XV - VALIDITY AND SEVERABILITY

Should any portion of this Ordinance be held invalid for any reason, such portion shall be deemed severable, and the invalidity thereof shall not be construed as affecting the validity of the remaining portions of this Ordinance.

ARTICLE XVI - REPEALER

All ordinances, or parts of ordinances which are inconsistent, or in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

EFFECTIVE DATE OF ORDINANCE

This Ordinance shall take effect when notice of its adoption is published at least once in a newspaper of general circulation in Livingston County.

ADOPTED: _____

By: _____
Carol Griffith - Chairperson County
Board of Commissioners

PASSAGE OF ORDINANCE

I, ELIZABETH HUNDLEY, County Clerk of the County of Livingston, do hereby certify that the above Livingston County Animal Control Ordinance was adopted by the Livingston County Board of Commissioners on the day of _____, 20 .

Elizabeth Hundley
Livingston County Clerk

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing Additional Fencing at Rear of Jail to Secure Building and Protect Inmates - Sheriff / Jail

WHEREAS, additional fencing and security was identified as being needed behind the Jail; and

WHEREAS with a recent incident at the jail, the COVID-19 pandemic and civil unrest it is more imperative than ever to secure the rear entrance to the jail and the Sheriff's Office building; and

WHEREAS we have obtained quotes from local vendors (current vendors), Justice Fence Co (\$28,120) and American Video Transfer (\$10,050) to complete this project which is an expansion of our existing fencing including underground boring and electrical work; and

WHEREAS, and funds are allocate as part of the \$1 million capital replacement funds for renovations in the Sheriff budget; and

WHEREAS, the total project is not expected to exceed \$40,000.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize the expansion of the fencing and securing of the Jail and Sheriff's Office as part of the CIP Sheriff's Office renovation project in an amount not to exceed \$40,000.

BE IT FURTHER RESOLVED that the Board authorize the Treasurer to transfer funds up to \$40,000 from Capital Replacement Fund 403 to General Fund Sheriff Jail for this project.

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MOVED:

SECONDED:

CARRIED:



LIVINGSTON COUNTY SHERIFF DEPARTMENT
150 S. Highlander Way
Howell, Michigan 48843-2323

(517) 546-2400

MEMORANDUM

DATE: 6-2-20

TO: Board of Commissioners

FROM: Lt. Eric J. Sanborn

RE: Expansion of Fencing and Securing of Jail and Sheriff's Office

The need for additional fencing and security was identified and approved in the 2019 FY budget. Because of the larger scale needs assessment and renovation tied to the capital improvement project, it was agreed the fencing was delayed until FY2020.

Due to recent security breaches, COVID-19 pandemic and the recent civil unrest, it has become more imperative than ever to secure the rear of the Jail and the Sheriff's Office to protect the employees, the inmates and the public. We have also received intelligence information from the FBI that Police Officers and Police facilities are being specifically targeted.

This is an expansion of our current fencing. All work will be performed by our local existing vendors, Justice Fence Co and American Video Transfer.

The funding for this project is part of the approved CIP project for the renovation of the Sheriff's Office. The total project should not exceed \$40,000.

Attached are the updated quotes.

Respectfully submitted,

Lt. Eric J Sanborn



3/5/20

Livingston County Jail
Attn: LT. Eric Sanborn
420 S. Highlander Way
Howell, MI 48843
Phone: 517-546-2440
Email: Esanborn@livgov.com

SUBJECT: Operator and Fencing

We are pleased to provide you with a quote for materials, labor and supervision to install the following:

- Furnish and install 300' of 8' tall commercial galvanized fence with (2) 3' wide walk gates with 24v DC mag locks and 1 with keypad, (1) 3' wide walk gate with free entry/free exit by road, (1) 3' walk gate with panic bar for fire egress, (2) 10' wide double drive gates, (1) 6' wide walk gate...**\$22,470**
- To move existing slide gate and mount on new posts, move existing operator and existing gooseneck, add free exit sensor ... **\$5,650**

Total \$28,120

Any alterations or deviation from above specs involving extra cost will be executed on upon written orders and will become an extra charge added to the estimate. All temporary fencing quotes are based on six month rental unless otherwise specified. All agreements are contingent upon strikes, accidents, weather or delays beyond our control. Unknown underground obstructions causing delays may result in extra charges. Our workers are fully covered by Workman's Compensation Insurance. Material pricing is good for 30 days. **PROPOSAL IS GOOD FOR 30 DAYS.**

ACCEPTANCE OF PROPOSAL:

Signature: _____ Date: _____

Sincerely,

Seth Votava
President
Office: 269-964-1596
Mobile: 810-599-0245
Email: svotava@justicefence.com

****Located in Howell and Battle Creek, MI**



West Location and Billing: 1276 E. Columbia Ave., Battle Creek, MI 49014
Phone: 269-964-1596 Fax: 269-964-0425



Item	Description	LOW PRICE	HIGH PRICE
American Video	Complete project management • Abandon existing bollard Prox & Camera and install into new location • rerun new mics/speaker wire and cat6 wire to gate using new underground conduit - terminate in sally port security closet • Provide all electrical boxes and conduit required to keep wires safe from damage inside building • Change analog cameras to run over Cat6 using baluns. • Provide and install new camera Hikvision IP on side of building to cover gate and rear parking – use Cat 5/6 inside jail to sally port. • Adjust existing camera as necessary • Provide (2) industrial push buttons to open gate • Provide all wiring and programming between Mag locks, keypad and switches. (Justice Fence to provide keypad and mag locks) • Run 18/2 for power to fence mag locks from sally port. NOTE: system independent of jail prox card system. Provide new Camera for wall mount - to zoom in on new gate location. Wire to SallyPort switch	\$ 3,850.00	\$ 3,850.00
Electrical Subcontracting*	Run electrical from storage room panel to gate electric. Includes 20 amp breaker. Williamson Electric	\$ 850.00	\$ 1,200.00
Stanley Security	Camera licensing and programming camera to the OmniView system. This cost is now eliminated. I had Stanley do it when upgrading Jail cameras	already done	already done
Electrical permits if require	Not sure if we need to pull permits - don't think so because it is county?	at cost if needed	at cost if needed
Underground Boring for low volt line and high voltage line **	Boring 1" conduit to jail, and 3/4" conduit to storage. Contractor Accurate Construction. Lower price if we don't need the \$600.00 hand hole (probably won't... need to talk to justice fence)	\$ 3,800.00	\$ 4,400.00
Justice Fence Option 1	I don't think we need this.. It is \$600 for the hand hold	\$ -	\$ 600.00
Justice Fence Option 2	This option is for continuing the conduit to the Asset building - but I'm including it on that quote.	put on another project	put on another project
Concrete	We will have to fix concrete they underground guy messes up. Possibly do when Justice Fence does theirs? They might do it?	?	?
Justice Fence	I do not have this figure	?	?

* Note: American Video will provide licensed electrician and pass direct cost only to project

** Note: Quoted from Accurate Construction Services. LCSD would issue PO to them directly

** Also Note: this includes "include locating and exposing existing utilities made known to us" and we would have to repour concrete - probably at the same time as we do such for any fence work.

ARE WE GETTING A LIGHT POLE OUT THERE? It would be nice for camera quality, and general security and convenience

Low Price	High Price
\$ 8,500.00	\$ 10,050.00



March 5, 2020

Revised March 6, 2020 – reduced scope of work

Mr. Matt Eckman
American Video Transfer, Inc.
9931 E. Grand River Avenue
Brighton, Michigan 48116

Re: Livingston County Sheriff
150 S. Highlander Way
Howell, Michigan 48843
ACS Job No. 20-137

Dear Mr. Eckman:

Per our meeting on-site, we are pleased to offer the following proposal for professional services.

Demolition

For a fee of **\$450.00** we will sawcut and remove existing pavement as needed at existing building near cell tower. Our work would include sawcutting and removal of pavement from the project. Pavement replacement by others.

Directional Drilling

For a fee of **\$3,350.00** we will provide & install approximately 235 l.f. of conduit up to 1" (1) from greenbelt to greenbelt (at jail) and greenbelt to paved area (at cell tower) by method of Directional Drilling. Our work would include locating and exposing existing utilities made known to us, proper backfill and removal of spoils from the project.

Hand Hole

For a fee of **\$600.00** we will provide and install one (1) Hand Hole to be 11" x 18" x 18". Our work would include removal of spoils from the project.

BASE BID: \$4,400.00

ALTERNATE #1: \$1,800.00 additional to Bore across street to new building

Livingston County Sheriff
March 6, 2020
Page 2

The above work would be performed with the following assumptions.

- **If this is a "Prevailing Wage" project it is your responsibility to inform Accurate Construction Services, LLC and provide project specific "Wage Rates". This proposal does not include "Prevailing Wage Rates" and would incur additional charges.**
- Accurate Construction Services, LLC takes no responsibility for damage to underground utilities, including, but not limited to, site lighting, electrical service, gas service and irrigation lines not marked by MISS DIG. ***Locating of "private utilities" (anything not marked by Miss Dig) is not included in this proposal.***
- Normal ground conditions are assumed. Proposal does not include dealing with hidden objects, large rock, concrete, toxic or contaminated soils or excessive ground water.
- Accurate Construction Services, LLC is not responsible for permits, inspections or bonds.
- All backfill and compaction to be done using original spoils unless noted otherwise.
- Restoration of existing conditions is not included in this proposal.
- Pot holing to locate existing utilities in areas of pavement is not included in this proposal
- Traffic control and/or road signs are not included in this proposal.
- Upon approval of this proposal we request a Notice of Commencement be issued and forwarded to us as soon as possible.
- Payments due and unpaid to Accurate Construction Services, LLC (ACS) shall bear interest at the rate of 1.5% per month (18% per annum). ACS shall be entitled to any and all costs associated with the collection of unpaid Agreements which may arise from but not be limited to any unpaid balance, returned checks, and shall include but not limited to attorney fees, collection fees, court costs, and all ACS expenses. Customer agrees that any labor or materials used that are not listed for any reason on this Agreement shall be billed separately and Customer agrees to pay same.

This proposal is good for thirty (30) days from the above date. If you wish to accept this proposal, please sign and date below and return to the above address.

Thank you for considering us for your business and we look forward to working with you.

Accurate Construction Services, LLC

American Video Transfer, Inc.

Allan A. Cogan, President 3/6/2020
Name/Title Date

Name/Title Date

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing Purchase of Upgraded Recording System and Equipment for Sheriff's Office Interview Rooms - Sheriff

WHEREAS, the need for an upgrade to our current inefficient and antiquated recording system for three (3) Sheriff's Office Interview rooms was identified; and

WHEREAS with the need for limited contact due to the COVID-19 pandemic and legal requirements to record in custody interrogations, the necessity for upgraded, contactless and sharable interviews has become imperative; and

WHEREAS we have obtained a quote for the initial year one install from our current vendor Axon for \$31,106, this is inclusive of all equipment, software license, servers and unlimited cloud storage; and

WHEREAS, and funds for one of the interview rooms is in the Jail budget and the remaining two interview rooms are part of the \$1 million budgeted for renovations in the Sheriff budget; and

WHEREAS, the initial purchase price is \$31,106. The ongoing costs of the project for years 2-5 is \$7,828 per year and includes software licensing, maintenance and cloud storage, and will be budgeted for in the Sheriff Operating Budget in subsequent fiscal years; and

WHEREAS, the total cost of the project to upgrade the Sheriff recording system purchase and ongoing costs is not expected to exceed \$62,418 over the five-year period.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the purchase of upgraded recording equipment for the Sheriff's Office in the amount of \$31,106 (\$10,368 for Jail and \$20,737 for Sheriff) to replace the antiquated recording system in three of the Sheriff Department interview rooms.

BE IT FURTHER RESOLVED that the Board of Commissioners authorize the Treasurer to transfer funds up to \$20,737 from Capital Replacement Fund 403 to Sheriff 10130100 for the initial purchase of the equipment for the Sheriff project.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY SHERIFF DEPARTMENT

150 S. Highlander Way
Howell, Michigan 48843-2323

(517) 546-2400

MEMORANDUM

DATE: 6-2-20

TO: Board of Commissioners

FROM: Lt. Eric J. Sanborn

RE: Purchase of Upgraded Recording Equipment and System for the Sheriff's Office Interview Rooms

The need for an upgrade to our current inefficient and antiquated recording system for the Sheriff's Office Interview room was identified and approved in the 2019 FY budget. Because of the larger scale needs assessment and renovation tied to the capital improvement project, it was agreed the interview room project be delayed until FY2020

Due to the need for limited contact as a result of the COVID-19 pandemic and the legal requirement to record all in-custody interrogations and confessions, it has become more imperative than ever to upgrade the Sheriff's Office digital recording system.

We will be working with one of our current vendors, Axon

The money has been allocated and will come out of the current FY2020 CIP project for the renovation of the Sheriff's Office for the initial purchase year one (\$31,105.14). The balance of the project for years 2-5, \$7,828/year, including software licensing, maintenance and cloud storage will be budgeted for in the subsequent fiscal years and the total project 5 year project will not exceed \$62,417.14

Attached is the updated quote.

Respectfully submitted,

Lt. Eric J Sanborn

A handwritten signature in black ink, appearing to read "Eric J. Sanborn", followed by the handwritten number "#318".



AXON

Livingston County Sheriff's Office - MI

AXON SALES REPRESENTATIVE

Joe McKinney

jmckinney@axon.com

ISSUED

5/8/2020

Q-254223-43959.649JM

1



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-254223-43959.649JM

Issued: 05/08/2020

Quote Expiration: 06/15/2020

Account Number: 110453

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Curt Novara
Livingston County Sheriff's Office - MI
150 S. HIGHLANDER WAY
Howell, MI 48843
US

BILL TO

Livingston County Sheriff's Office - MI
150 S. HIGHLANDER WAY
Howell, MI 48843
US

SALES REPRESENTATIVE

Joe McKinney
Phone:
Email: jmckinney@axon.com
Fax:

PRIMARY CONTACT

Curt Novara
Phone: (517) 404-8125
Email: curtnovara@gmail.com

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50071	AXON STREAMING SERVER LICENSE (PER SERVER)		2	1,750.00	1,750.00	3,500.00
50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT		6	1,188.00	295.69	1,774.14
Hardware						
50218	AXIS F41 COVERT MAIN UNIT - NON SER		6	595.00	595.00	3,570.00
50118	LOUROE DV-ML MICROPHONE		6	196.50	196.50	1,179.00
74062	INTERVIEW ROOM 5 YR EXTENDED WARRANTY		3	1,297.00	1,297.00	3,891.00
50114	AXIS F1025 SENSOR UNIT		6	370.00	370.00	2,220.00
74059	MOTION SENSOR ENCLOSURE - COVERT CAMERA		3	135.00	135.00	405.00
74055	FIRE STROBE - RED		3	222.00	222.00	666.00
50294	AXON INTERVIEW LITE SERVER		2	1,950.00	1,950.00	3,900.00
Services						
85170	INTERVIEW ROOM, INSTALL AND SETUP		4	2,500.00	2,500.00	10,000.00
Subtotal						31,105.14
Estimated Shipping						0.00
Estimated Tax						0.00
Total						31,105.14

Q-254223-43959.649JM

2

Protect Life.

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50056	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT		6	1,188.00	1,188.00	7,128.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
Subtotal						7,828.00
Estimated Tax						0.00
Total						7,828.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50057	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT		6	1,188.00	1,188.00	7,128.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
Subtotal						7,828.00
Estimated Tax						0.00
Total						7,828.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50058	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT		6	1,188.00	1,188.00	7,128.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
Subtotal						7,828.00
Estimated Tax						0.00
Total						7,828.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50059	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT		6	1,188.00	1,188.00	7,128.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
					Subtotal	7,828.00
					Estimated Tax	0.00
					Total	7,828.00
Grand Total						62,417.14



Discounts (USD)

Quote Expiration: 06/15/2020

List Amount	67,771.00
Discounts	5,353.86
Total	62,417.14

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	31,105.14
Year 2	7,828.00
Year 3	7,828.00
Year 4	7,828.00
Year 5	7,828.00
Grand Total	62,417.14

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Interview Recording Platform

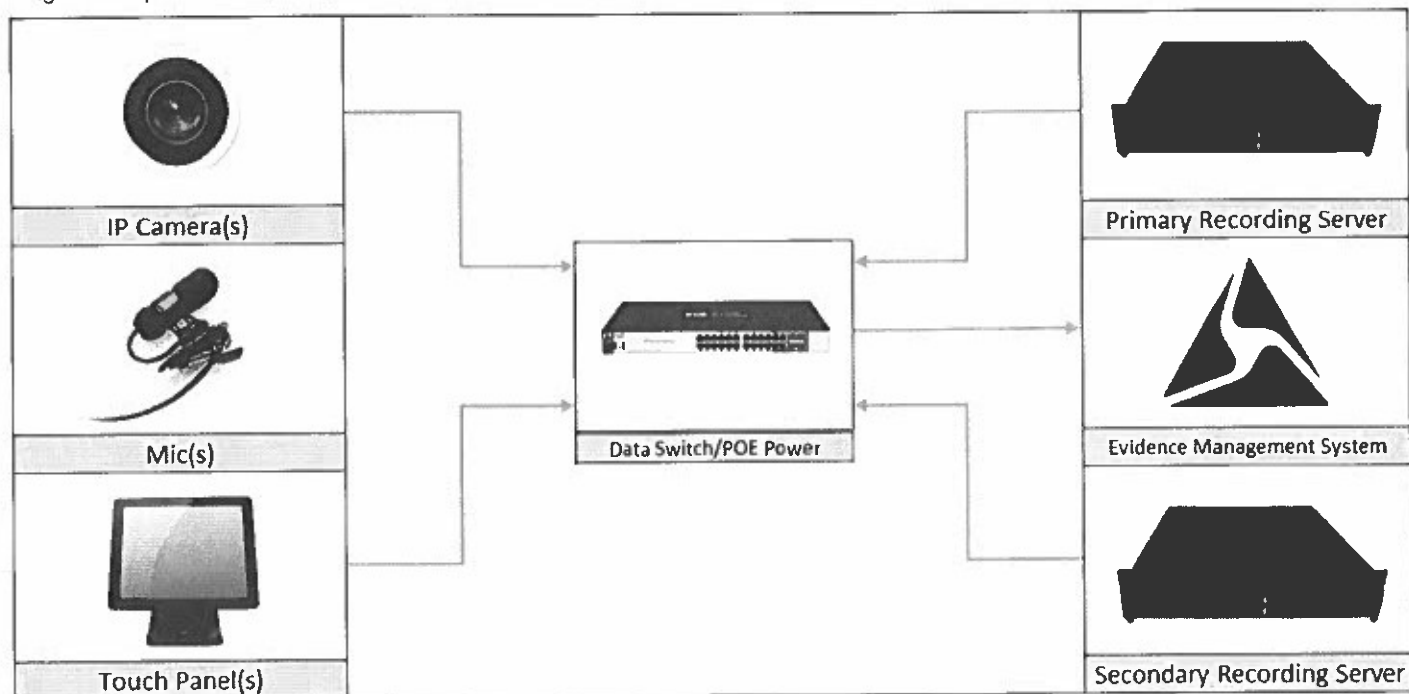
This document details a proposed system design

Agency Created For: Livingston County Sheriff's Office - MI

Sold By:	Joe McKinney
Designed By:	Jake Borro
Installed By:	Axon Professional Services
Customer Contact:	
Target Install Date:	

AXON INTERVIEW RECORDING PLATFORM

This image is intended to be a general visual of how Interview Room is configured. Please read through the SOW for configuration specific to this deal.



AXON-PROVIDED HARDWARE SUMMARY

The following section offers a broad summary of the Axon-provided hardware needed to configure this order. With the exception of server quantities, QUANTITIES DO NOT REFLECT CUSTOMER-PROVIDED ITEMS.

Total Camera Configurations		
6	Camera(s)	
6	Covert Enclosure(s)	
6	Microphone(s)	
	Injector(s)	
Total Switches		
1	POE Switch(es)	
Total Servers		
2	Server(s) (customer-provided included)	
Total Touch Panels		
3	Touch Panel(s) (virtual not included)	
0	Wall Mount(s)	
Total Camera Configurations		
0	I/O Box(es)	

INTERVIEW ROOM OVERVIEW

The following sections detail the configuration of the Axon Interview recording system at all locations.

Network Considerations

Network Requirements	Each IP Camera will be connected to a POE switch that provides the device with power and network connectivity.		
	Each Recording Server must be given a static IPv4 network address that is routable across the network.		
	Each IP Camera must be given a static IPv4 network address that is routable across the network.		
	Each touch panel/kiosk must be given a static IPv4 network address that is routable across the network.		
Network Addressing	Network Device	Static IPs	Total IPs
	Qty of IP Cameras	6	11
	Qty of Touch Panels	3	
	Qty of Recording Servers	2	
Data Switch Provisioning	This install will require POE data switches at each location.		
Virtual Kiosks	0 workstations will require virtual kiosk software to be installed.		
Customer Provided Items	Customer to provide all device IP addresses Customer to also provide: <ul style="list-style-type: none">• Subnet Mask• Gateway IP• DNS/WINS IP• Time Server IP		
	Customer IT staff will configure all switches with proper network configuration.		

Metadata Tags

Metadata Tagging	The system will collect metadata information prior to, and after, the interview recording process (i.e. Interviewer Name, Interviewee Name, Case Number).
Metadata Tags	Information collected prior to recording: <ul style="list-style-type: none"> • Interviewee first and last name • Case number • Case type • Interviewee type Information collected post recording: <ul style="list-style-type: none"> • Interviewer name(s)
Customer Provided Items	Customer to provide preferred metadata fields.
Axon Provided Items	Axon to facilitate the creation of metadata fields.

NETWORK CONFIGURATION DETAILS

The following section offers a broad summary of the Axon-provided hardware needed to configure this order.

Network Configuration Details

Evidence Management System	
Application Features	<p>Network Applications:</p> <ul style="list-style-type: none">• Remote monitoring application <p>Evidence.com Application Features:</p> <ul style="list-style-type: none">• Secure Cloud Storage• Redaction• Download/Sharing• Audit Trail• Reporting

Training

Application Package	<p>This solution will include on-site application training covering:</p> <ul style="list-style-type: none">• Touch panel overview• Initiating interview wizard• Entering metadata• Controlling the interview process• Closing an interview• Evidence.com functionality
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Additional General Deal Notes

Notes	
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LOCATION DETAILS: HQ

The following sections detail the configuration of the Axon Interview recording system at HQ

Location Name	HQ
---------------	----

Cable Considerations

Cabling Runs	will install the networking cables using a 0.	
	12	cable runs are required for this installation.
	8	110v power outlets are required for this installation (Customer Responsibility).
Cabling Requirements	<p>All Devices:</p> <p>Network cabling must be provided for the following devices:</p> <ul style="list-style-type: none"> • Axis IP Camera • Server • Touch Panel or PC running a virtual Touch Panel • POE Switch 	

Servers, Switches, Touch Panels

Servers	Customer-Provided Virtual (VM) Server (no USB port)	Quantity:	1
	Customer-Provided Virtual (VM) Server (no USB port)		1
Redundancy	This system includes recording redundancy		
Data Switch/POE Power	Customer will provide data switch	Quantity:	1
Touch Panels	Customer PC		
Touch Panel Location	Desktop		
Number of I/O Boxes Required	0		

Additional Location Notes

Notes	
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ROOM DETAILS: Room 1

The following sections detail the configurations specific to ROOM 1

Location Name	HQ
Room Name	Room 1

Camera Configuration

Camera 1	Camera 1 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Motion Sensor Enclosure Mic: Louroe Tamper Proof Mic
Camera 2	Camera 2 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Fire Strobe Enclosure Mic: Louroe Tamper Proof Mic
Recording Activation	Recording will be triggered via Touch Panel
External Recording-In-Progress Visual	N/A
Wall Configuration	Drywall
Ceiling Configuration	Standard Tile

Additional Location Notes

Notes	
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ROOM DETAILS: Room 2

The following sections detail the configurations specific to ROOM 2

Location Name	HQ
Room Name	Room 2

Camera Configuration

Camera 1	Camera 1 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Motion Sensor Enclosure Mic: Louroe Tamper Proof Mic
Camera 2	Camera 2 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Fire Strobe Enclosure Mic: Louroe Tamper Proof Mic
Recording Activation	Recording will be triggered via Touch Panel
External Recording-In-Progress Visual	N/A
Wall Configuration	Drywall
Ceiling Configuration	Standard Tile

Additional Location Notes

Notes	
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ROOM DETAILS: Room 3

The following sections detail the configurations specific to ROOM 3

Location Name	HQ
Room Name	Room 3

Camera Configuration

Camera 1	Camera 1 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Motion Sensor Enclosure Mic: Louroe Tamper Proof Mic
Camera 2	Camera 2 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Fire Strobe Enclosure Mic: Louroe Tamper Proof Mic
Recording Activation	Recording will be triggered via IR Client
External Recording-In-Progress Visual	N/A
Wall Configuration	Drywall
Ceiling Configuration	Standard Tile

Additional Location Notes

Notes	
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Axon International, Inc's Sales Terms and Conditions for Direct Sales to End User Purchasers

This Statement of Work is bound to the applicable signed quote. Upon confirmation of the installation dates, to be confirmed in writing, the agency will give no less than a 2-week advanced notice of cancellation or change from the date of the scheduled installation. In the event the Agency cancels 2 weeks or less from the date of the scheduled installation, the agency will be responsible for all travel booked, and resource costs associated with the cancelled installation. Rescheduling of the installation will be at the discretion of Axon Professional Services based on available dates within the installation schedule calendar.

Changes to the scope of this SOW must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (Or write N/A): _____

Please sign and email to Joe McKinney at jmckinney@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #: Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing the Replacement of Radios for Sheriff's Office Vehicles - Sheriff

WHEREAS, the Livingston County Sheriff's Office Mobile Radios are greatly in need of replacement due to the fact that they are currently 20 plus years old and have exceeded their useful life; and

WHEREAS the mobile radios are experiencing connectivity problems, reached the end of life, are out of warranty and can no longer be repaired or get parts for;

WHEREAS, the replacement of approximately 50-60 mobile radios for the Livingston County Sheriff's Office will be done in phases of approximately 10 radios each year; and

WHEREAS we have obtained a quote for the replacement of the mobile radios from Motorola Solutions which is extending the competitively bid State of Michigan Contract (#190000001954) pricing;

WHEREAS, funds for this first phase been allocated in the current FY2020 Operating budget for this purchase; and

WHEREAS, the total purchase would be \$46,467 for ten (10) units seven (7) at \$4,547.25 and three (3) at \$4,887.75 respectively.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize the purchase and replacement of ten (10) Sheriff's Office Mobile Radios and in the amount of \$46,467 to Motorola Solutions.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY SHERIFF DEPARTMENT

150 S. Highlander Way
Howell, Michigan 48843-2323

(517) 546-2400

MEMORANDUM

DATE: 6-2-20

TO: Board of Commissioners

FROM: Lt. Eric J. Sanborn

RE: Replacement of Mobile in-car Radios

During budget discussion last year (2019), it was discussed as the necessity of a phased in partial replacing of the in-car Mobile Radio for the Sheriff Office. Originally, we were requesting the replacement of all of our Mobile Radios over the next three years. Through a needs assessment we determined that we only need to do ten (10) this year and may be able to stretch the completion of the project to span 4 to 5 years for the full replacements.

The current mobile radios installed in the vehicles are 20 plus years old. They are starting to have connectivity issues, they are out of warranty, parts and services are not available anymore. These radios are the deputies lifeline and is essential to their safety as well as the public we serve.

The current radios are difficult to retro fit into the new police cars and consoles. This will allow more efficiency and save us money during the up-fit process.

This quote is based on the State of Michigan Contract pricing (#190000001954). We are requesting authorization to proceed with the partial replacement of our Mobile Radios and authorize purchasing to issue a P.O. for the purchase to Motorola Solutions.

Attached is the updated quote.

Respectfully submitted,

Lt. Eric J Sanborn



MOTOROLA SOLUTIONS

Address reply to:
Mike Wriggelsworth
41271 Concept Drive
Plymouth, MI 48170
517-899-9098

May 29, 2020

Lt. Eric Sanborn
Livingston County Sheriff's Office
150 South Highlander Way
Howell, MI 48843

Dear Mr. Sanborn,

ComSource, Inc, acting as its Authorized Manufactures Representative (MR), is pleased to provide you with this quotation for APX6500 Mobile Radios. Please note this is an equipment only quotation – programming and installation can be quoted separately if desired. All pricing is per Contract **#190000001954** between MOTOROLA SOLTUIONS INC. and the State of Michigan. Payment terms are net 30 days from shipment, which is estimated to be 3 weeks from date of order.

QTY	MODEL	DESCRIPTION	UNIT PRICE	EXT PRICE
7	M25URS9PW1AN	APX6500 Mobile 700/800MHz Remote Mount 05 Control Head	\$4,547.25	\$31,830.75
3	M25URS9PW1AN	APX6500 Mobile 700/800MHz Remote Mount 03 Control Head	\$4,878.75	\$14,636.25

Quote Total = \$46,467.00

Thank you for the opportunity to assist you with your communications system needs. Please feel free to contact me with any questions.

Sincerely,
ComSource, Inc., Authorized Manufacturer's Representative for Motorola Solutions Inc.

Mike Wriggelsworth

Mike Wriggelsworth
Senior Account Manager