



BOARD OF COMMISSIONERS

AGENDA

June 18, 2018

7:30 PM

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

"The mission of Livingston County is to be an effective and efficient steward in delivering services within the constraints of sound fiscal policy. Our priority is to provide mandated services which may be enhanced and supplemented to improve the quality of life for all who work, reside and recreate in Livingston County."

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Resolution 2018-06-114

- a. 2018-06-114** **40**

Resolution Authorizing Entering into a Contract for Investment Advisory Services to the Retirement Plan Advisory Committee - Administration

12. CALL TO THE PUBLIC

13. ADJOURNMENT

S T A T E O F M I C H I G A N

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

**BOARD OF COMMISSIONERS - OPPOSE AMENDATORY LEGISLATION TO
MICHIGAN PUBLIC ACT 93 OF 2013**

WHEREAS, Michigan Public Act of 2013 created the Michigan Indigent Defense Commission (MIDC), authorized the MIDC to establish minimum standards for the provision of indigent defense services, mandated compliance plans from all Michigan counties by November 20, 2017 to address the first four indigent defense standards, and mandated that any additional costs required to implement these minimum standards be paid by the state; and

WHEREAS, Allegan County and Van Buren County developed a joint compliance plan for implementing the first four indigent defense standards and submitted this plan to MIDC by November 20, 2017 deadline; and

WHEREAS, the joint plan for compliance submitted by Allegan and Van Buren counties was approved in its entirety by the MIDC; and

WHEREAS, Governor Rick Snyder has now proposed a FY19 budget for the State of Michigan, which includes what appears to be insufficient funding to pay the additional indigent defense expenses that are anticipated in association with implementation of the first four indigent defense minimum standards, as required by Michigan Public Act 93 of 2013; and

WHEREAS, realizing state funding as currently proposed, appears to be insufficient and in violation of Michigan Public Act 93 of 2013, the Governor has further proposed amendatory legislation, "to clarify and improve" Michigan Public Act 93 of 2013, which include, among other things, establishing a new minimum local share of indigent defense costs to \$7.25 per capita and requiring that 90 percent of the revenue now collected by counties from partially indigent defendants be remitted to the state to support statewide system costs; and

WHEREAS, it has been determined that the proposed amendatory changes to the Michigan Public Act 93 of 2013 would result in an increase in expenses to Allegan County to provide indigent defense services in compliance with the first four standards.

THEREFORE BE IT RESOLVED the Allegan County Board of Commissioners hereby oppose any amendatory legislation to Michigan Public Act 93 of 2013 that would reduce or eliminate the State of Michigan's fiduciary responsibility to pay any and all additional costs required to implement the minimum indigent

defense standards, as presently legislated and/or that would result in any county revenues related to indigent defense being diverted to the State of Michigan; and

BE IT FURTHER RESOLVED, the Board of Commissioners remains committed to implementing the new minimum indigent defense standard as mandated by the MIDC, so long as the State of Michigan remains true to its original commitment to pay for any additional costs necessary for their implementation; and

BE IT FINALLY RESOLVED that a copy of this resolution be forwarded to Governor Snyder, US Senators Gary Peters and Debbie Stabenow, State Senator Tonya Schuitmaker, Congressmen Fred Upton and Bill Huizenga, State Representatives Mary Whiteford and Steve Johnson and the Michigan Association of Counties, and the other 82 counties.

Moved by Commissioner Dugan, seconded by Commissioner Storey to approve the resolution as presented with the stipulation that Allegan County received concurrence with VanBuren County. Once concurrence is completed the resolution will be sent to the appropriate parties.

ATTEST, A TRUE COPY



_____, Clerk-Register

APPROVED: May 10, 2018

cc: Admin. - Finance - Human Resources

Received concurrence from VanBuren County Administrator John Faul on May 18, 2018.

LIVINGSTON COUNTY BOARD OF COMMISSIONERS MEETING MINUTES

June 4, 2018, 7:30 p.m.

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

Members Present: D. Parker, D. Dolan, K. Lawrence, W. Green, D. Domas, D. Helzerman, R. Bezotte,
C. Griffith and G. Childs

1. CALL MEETING TO ORDER

The meeting was called to order by the Chairperson, Donald Parker at 7:30 p.m.

2. PLEDGE OF ALLEGIANCE

All rose for the Pledge of Allegiance.

3. ROLL CALL

Roll call by the Clerk indicated the presence of a quorum.

4. CORRESPONDENCE

1. Mackinac County Resolution Dated May 24, 2018

2. Bay County Resolution 2018-113

Motion to receive and place on file the correspondence.

It was moved by K. Lawrence

Seconded by G. Childs

Yes (9): D. Parker, D. Dolan, K. Lawrence, W. Green, D. Domas, D. Helzerman, R. Bezotte, C. Griffith and G. Childs;

No (0) None; Absent (0): None

MOTION Carried (9-0-0)

5. CALL TO THE PUBLIC

Joe Riker, Brighton Township, is reaching out to offer assistance to the county and townships on behalf of Congressman Mike Bishop. His office can be contacted at 711 E. Grand River, Suite A, in Brighton, Michigan. Telephone: 810-227-8600; Email: mikebishop.house.gov.

Shelley Frazier, MSU Extension, asked the Commissioners to be Judges at the upcoming "Cooking Matters for Teen Class" on Wednesday, June 13, 2018 at 5:45 p.m. at the East Complex. (Handout)

6. APPROVAL OF MINUTES

1. Minutes of Meeting Dated: May 21, 2018

2. Minutes of Meeting Dated: May 30, 2018

Motion to approve the minutes as presented.

It was moved by G. Childs

Seconded by D. Dolan

MOTION Carried (9-0-0)

7. TABLED ITEMS FROM PREVIOUS MEETINGS

None.

8. APPROVAL OF AGENDA

Motion to approve the Agenda as presented.

It was moved by R. Bezotte
Seconded by C. Griffith

MOTION Carried (9-0-0)

9. REPORTS

Commissioner Helzerman remarked that Congressman Bishop helped one of his constituents with a FEMA issue and the matter was resolved.

Commissioner Green commented that the Southeast Michigan Consortium Board passed a \$15 million budget.

Commissioner Dolan updated the Board on the columns in the parking structure at the East Complex.

Commissioner Bezotte highlighted his attendance at the Pinckney Memorial Day Parade and remarked on the great turnout.

Commissioner Parker thanked Commissioner Helzerman for his family's recent donation to the Veteran's.

10. APPROVAL OF CONSENT AGENDA ITEMS

Resolutions 2018-06-104 through 2018-06-106

Motion to approve the resolutions on the Consent Agenda.

It was moved by W. Green
Seconded by D. Helzerman

Roll Call Vote: Yes (9): D. Parker, D. Dolan, K. Lawrence, W. Green, D. Domas, D. Helzerman, R. Bezotte, C. Griffith and G. Childs; No (0) None; Absent (0): None

MOTION Carried (9-0-0)

10.a 2018-06-104

Resolution Approving the Blue Cross Blue Shield of Michigan Retiree Agreement Addendum to the Administrative Services Contract – Human Resources

10.b 2018-06-105

Resolution Authorizing and Concurring with an Amendment to Resolution #2017-05-095 which Amended the Repayment Terms of the Short Term Loan from the Delinquent Tax Revolving Funds to the Livingston No. 1 Drainage District- Treasurer

10.c 2018-06-106

Resolution Authorizing Out-of-State Travel for EMS Paramedics to Attend Special Pathogens Response Training at the Center for Domestic Preparedness in Anniston, Alabama – Emergency Management

11. RESOLUTIONS FOR CONSIDERATION

Motion to adopt the Resolution.

11.a 2018-06-107 (Roll Call)

Resolution to Levy 2018 Allocation Millage - Equalization

Motion to adopt the Resolution.

It was moved by C. Griffith
Seconded by G. Childs
Discussion.

Roll Call Vote: Yes (9): D. Parker, D. Dolan, K. Lawrence, W. Green, D. Domas, D. Helzerman, R. Bezotte, C. Griffith
and G. Childs; No (0) None; Absent (0): None

MOTION Carried (9-0-0)

12. CALL TO THE PUBLIC

Dan Wholihan, Genoa Township, remarked that the Genoa Township Board of Trustees passed the site plan for Phase 1 of the Fillmore County Park.

13. ADJOURNMENT

Motion to adjourn the meeting at 7:43 p.m.

It was moved by D. Helzerman
Seconded by C. Griffith

MOTION Carried (9-0-0)

Elizabeth Hundley, Livingston County Clerk

LIVINGSTON COUNTY BOARD OF COMMISSIONERS MEETING MINUTES

June 13, 2018

IMMEDIATELY FOLLOWING THE FINANCE COMMITTEE

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

Members Present	D. Parker, D. Dolan , K. Lawrence , W. Green , D. Domas, D. Helzerman, C. Griffith, G. Childs
Members Absent	R. Bezotte

1. CALL MEETING TO ORDER

The meeting was called to order by Commissioner D. Parker at 8:43 a.m.

2. PLEDGE OF ALLEGIANCE

All rose for the Pledge of Allegiance.

3. ROLL CALL

Indicated the presence of a quorum.

4. CALL TO THE PUBLIC

None.

5. APPROVAL OF AGENDA

Motion made by Commissioner D. Parker to amend the agenda to add Resolution 8.7 – Administration, Resolution to Authorize Acceptance of Bids and Revised Project Cost for a New 911 Central Dispatch Facility to the agenda as Item 8, whereas Item 9 is now the 2nd Call To The Public and Item 10 is now the Adjournment.

Moved By D. Dolan

Seconded By G. Childs

Discussion.

Roll Call Vote: Yes (8): D. Parker, D. Dolan, K. Lawrence, W. Green, D. Domas, D. Helzerman, C. Griffith and G. Childs; No (0): None; Absent (1): R. Bezotte

Motion Carried (8-0-1)

It was then moved to approve the agenda as amended.

Moved By G. Childs

Seconded By C. Griffith

Motion Carried (8-0-1)

6. FINANCE COMMITTEE RECOMMENDATION FOR APPROVAL OF CLAIMS

Dated: June 13, 2018

Motion to approve the Claims.

Moved By W. Green

Seconded By C. Griffith

Motion Carried (8-0-1)

7. FINANCE COMMITTEE RECOMMENDATION FOR APPROVAL OF PAYABLES

Dated: 5-31-18 through 6-13-18

Motion to approve the Payables.

Moved By K. Lawrence

Seconded By D. Dolan

Motion Carried (8-0-1)

8. RESOLUTION FOR CONSIDERATION

2018-06-108

Resolution to Authorize Acceptance of Bids and Revised Project Cost for a New 911 Central Dispatch Facility – Administration

Motion to adopt the resolution.

Moved By D. Dolan

Seconded By D. Helzerman

Roll Call Vote: Yes (8): D. Parker, D. Dolan, K. Lawrence, W. Green, D. Domas, D. Helzerman, C. Griffith and G. Childs; No (0): None; Absent (1): R. Bezotte

Motion Carried (8-0-1)

9. CALL TO THE PUBLIC

Chad Chewning, 911 Director, thanked the Board, Ken Hinton, and Cindy Catanach for all their collaboration in the new 911 Central Dispatch Facility.

Brett Levko of J.S. VIG Construction is looking forward to working with the County and providing a great building for 911.

Commissioner Domas commented regarding etiquette during County Board meetings.

10. ADJOURNMENT

Motion to adjourn the meeting at 8:50 a.m.

Moved By D. Domas

Seconded By D. Helzerman

Motion Carried (8-0-1)

Amy L. Kostasich, Deputy Clerk

RESOLUTION

NO: 2018-06-109

LIVINGSTON COUNTY

DATE: June 18, 2018

Resolution to Accept the 2017 Livingston County Financial Audit – Board of Commissioners

WHEREAS, in compliance with statutory requirements, the accounting firm of Plante & Moran, PLLC, has prepared and completed the audit of the financial statements of Livingston County for the year ended December 31, 2017; and

WHEREAS, said audit is being presented to the Board of Commissioners on June 18, 2018.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby accepts the audit of the financial statements of Livingston County for year ending December 31, 2017, as prepared by Plante & Moran.

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MOVED:

SECONDED:

CARRIED:

RESOLUTION

NO: 2018-06-110

LIVINGSTON COUNTY

DATE: June 18, 2018

Resolution Authorizing a Three-Month Extension of the Public Defender Contracts – Circuit Court

WHEREAS, Livingston County Circuit Court has contracted privately for Legal Counsel for indigent criminal defendants; and

WHEREAS, the 44th Circuit Court intends to extend the contracts with the following attorneys to provide services to all indigent felony defendants:

**JAMES BUTTREY
WILCOX LAW, PLC
STEVEN M. DODGE**

**MARK L. SCHARRER
GENTRY-NALLEY, PLLC
THE SIZEMORE LAW OFFICE**

MITCHELL PERRAULT; and

See attached chart for individual contract amounts and per case cost.

WHEREAS, the current contracts will expire on June 30th, 2018 and there are no more options to extend; and,

WHEREAS, the Court requests an extension of the public defender contracts listed above for an additional three months until September 30th, 2018, with the ability to terminate the contracts at any time with a 30-day notice; and

WHEREAS, the monies for these contracts are appropriated in the 2018 Court Budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize the extension of the public defender contracts with James Buttrey; Wilcox Law, PLC; Mark L. Scharrer; Steven M. Dodge; Gentry-Nalley, PLLC; Mitchell Perrault; and the Sizemore Law Office until September 30th, 2018.

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.

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MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Roberta Sacharski, Circuit & Probate Court Administrator
Date: June 5th, 2018
Re: Resolution Authorizing a Three-Month Extension of the Public Defender Contracts

The assignment of attorneys for indigent defendants at public expense is mandated by the U.S. Constitution. The Circuit Court is responsible for making assignments that ensure adequate representation. The Court has employed use of contracts with attorneys as being the most efficient, effective means of providing this representation. The average cost per case received by the contract attorneys is approximately \$768.

The contracts for attorney services for adult criminal indigent defendants expire on June 30th, 2018.

The Michigan Indigent Defense Commission recently drafted new standards for indigent defense, which propose that indigent defense should be independent from the court. Due to this potential change to the court's current indigent defense structure, we request to extend our current contracts rather than rebid until a decision is finalized.

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

2018
FELONY DEFENDER CONTRACTS
10113100 819000

	James Buttrey	Steven M. Dodge	Gentry- Nalley, PLLC	Mitchell Perrault	Mark L. Scharrer	Sizemore Law Office	Wilcox Law, PLC
Number of cases per YEAR	400	30	75	25	75	20	70
Per CASE cost	\$808.00	\$685.00	\$710.00	\$700.00	\$700.00	\$700.00	\$730.00
Per MONTH cost	\$26,933.33	\$1,712.50	\$4,437.50	\$1,458.33	\$4,375.00	\$1,166.66	\$4,258.33
Per YEAR cost	\$323,200.00	\$20,550.00	\$53,250.00	\$17,500.00	\$52,500.00	\$14,000.00	\$51,100.00

RESOLUTION

NO: 2018-06-111

LIVINGSTON COUNTY

DATE: June 18, 2018

Resolution Authorizing a Contract for Uniform-Cleaning Services with 2 Your Door Cleaning, LLC - Purchasing

- WHEREAS,** various departments within Livingston County use uniform-cleaning services; and
- WHEREAS,** per the Purchasing Policy, a competitive bid process was performed in which five (5) sealed proposals were received and evaluated; and
- WHEREAS,** the review committee recommends an award to 2 Your Door Cleaning, of Brighton, Michigan, per the attached pricing schedule for the EMS Department, 911 Central Dispatch, Sheriff's Department and the Health Department; and
- WHEREAS,** the contract will be for a three (3) year period, beginning July 1, 2018 with the option for the County to extend the contract, at its discretion, for an additional two-year period; and
- WHEREAS,** the expenditure for Uniform Cleaning Services for the above mentioned departments has been planned for and approved in the Departmental 2018 budgets.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into a contract with 2 Your Door LLC of Brighton, Michigan per the attached pricing schedule for three (3) years beginning July 1, 2018 with an option to renew for an additional two-year period, subject to the availability of appropriated funds.

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.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY PURCHASING

LIVINGSTON COUNTY, MICHIGAN

304 E. Grand River Avenue, Suite 204, Howell MI 48843

Roberta M. Bennett
PURCHASING AGENT

TEL: (517) 540-8741
FAX: (517) 546-7266

June 4, 2018

TO: Livingston County Board of Commissioners

RE: Resolution Authorizing Entering into a Contract for Uniform Cleaning Services

Purchasing released a Request for Proposal (RFP) for Uniform Cleaning Services for the EMS Department, 911 Central Dispatch, Sheriff's Department and the Health Department. Bid documents were posted on the Michigan Inter-Governmental Trade Network (MITN) website, the County website, local vendors were called and an ad was placed in the local paper.

Purchasing received five (5) proposals in response to the RFP. Attached, please find the bid tabulation outlining the pricing submitted by each vendor. The review committee, which consisted of members from EMS, 911 Central Dispatch, Sheriff's Office and the Purchasing Department, recommends an award to the lowest bidder, 2 Your Door Cleaning, L.L.C., of Brighton, Michigan. References check, which included the Jackson County Sheriff's Office, were very satisfied with their quality of cleaning and customer service.

Therefore, we are requesting that the attached resolution be approved to authorize entering into a contract with 2 Your Door for uniform-cleaning services for a three-year period with an option to renew, at the County's discretion, for an additional two-year period.

Copies of the proposals received are available for review in the Purchasing Office. Please contact me if you have any questions or concerns.

APPENDIX C: REVISED PRICING PROPOSAL – April 25, 2018

VENDOR NAME: 2YourDoor, LLC

Piece Pricing – Laundering / Dry Cleaning

ITEM	ITEM PRICE	DISCOUNT	EXTENDED PRICE
Uniform Shirts	\$ 2.95	36 %	\$ 1.90
Uniform Pants	\$ 6.50	65 %	\$ 2.25
One Uniform (shirt & pant)	\$ 9.45	67 %	\$ 4.15
Non-Uniformed Shirts	\$ 2.50	40 %	\$ 1.50
Non-Uniformed Pants	\$ 6.50	65 %	\$ 2.25
Ties	\$ 4.95	80 %	\$ 1.00
Blouses	\$ 5.95	68 %	\$ 1.90
Sweaters	\$ 5.95	62 %	\$ 2.25
Sports Coats & Dress Uniform Jackets	\$ 7.25	69 %	\$ 2.25
Heavy Jackets & Winter Coats	\$ 19.95	77 %	\$ 4.50
Light Jackets	\$ 7.25	69 %	\$ 2.25
2-piece Suits	\$ 12.75	65 %	\$ 4.50
Polo Shirts	\$ 5.25	64 %	\$ 1.90
Fatigues (1 Shirt & 1 Pant)	\$ 9.45	56 %	\$ 4.15
Bullet Proof Vests	\$ 7.25	74 %	\$ 1.90
Smocks	\$ 5.95	68 %	\$ 1.90
Equipment Bags	\$ 7.50	70 %	\$ 2.25
Rain Coats	\$ 13.95	68 %	\$ 4.50
Rescue Coat w/liner	\$ 19.95	77 %	\$ 4.50
Bike Shirts	\$ 5.25	64 %	\$ 1.90
Bike Shorts	\$ 5.50	65 %	\$ 1.90
Bike Jacket	\$ 7.25	69 %	\$ 2.25
Dresses	\$ 9.95	55 %	\$ 4.50
	\$	%	\$
	\$	%	\$
	\$	%	\$

Note: If there is a discrepancy in the mathematics, the extended price will prevail.

Uniform Cleaning Services Bid Tabulation

Item Description	King Kleaners	Presidential Cleaners	2Your Door, LLC.	Troy Cleaners	KNB Cleaners, LLC.
Uniform Shirts	\$ 3.40	\$ 2.92	\$ 1.90	\$ 2.25	\$ 1.90
Uniform Pants	\$ 3.40	\$ 2.93	\$ 2.25	\$ 3.00	\$ 1.90
One Uniform (1 shirt & 1 pant)	\$ 6.80	\$ 5.85	\$ 4.15	\$ 5.27	\$ 3.80
Non-Uniform Shirts	\$ 1.85	\$ 2.70	\$ 1.50	\$ 2.00	\$ 1.50
Non-Uniform Pants	\$ 3.50	\$ 4.71	\$ 2.25	\$ 4.90	\$ 3.00
Ties	\$ 1.75	\$ -	\$ 1.00	\$ 3.50	\$ -
Blouses	\$ 3.85	\$ 5.49	\$ 1.90	\$ 4.55	\$ 2.00
Sweaters	\$ 3.50	\$ 5.25	\$ 2.25	\$ 5.08	\$ 3.10
Sports Coats & Dress Uniform Jackets	\$ 3.95	\$ 4.71	\$ 2.25	\$ 5.25	\$ 4.25
Heavy Jackets & Winter Coats	\$ 6.95	\$ 10.50	\$ 4.50	\$ 7.96	\$ 5.00
Light Jackets	\$ 3.90	\$ 7.00	\$ 2.25	\$ 5.60	\$ 4.00
2 Piece Suits	\$ 7.00	\$ 11.00	\$ 4.50	\$ 9.76	\$ 6.50
Polo Shirts	\$ 3.40	\$ 3.75	\$ 1.90	\$ 3.15	\$ 3.10
Fatigues (1 shirt & 1 pant)	\$ 6.80	\$ 5.85	\$ 4.15	\$ 5.50	\$ 4.50
Bullet Proof Vests	\$ 3.40	\$ 4.00	\$ 1.90	\$ 2.80	\$ -
Smocks	\$ 4.00	\$ 4.00	\$ 1.90	\$ 2.40	\$ 2.00
Equipment Bags	*Based on size	\$ 5.00	\$ 2.25	\$ 4.00	\$ 1.50
Rain Coats	\$ 6.50	\$ 7.00	\$ 4.50	\$ 8.00	\$ 9.10
Rescue Coat w/liner	\$ 8.15	\$ 7.00	\$ 4.50	\$ 8.00	\$ 5.00
Bike Shirts	\$ 3.30	\$ 3.75	\$ 1.90	\$ 2.25	\$ 2.00
Bike Shorts	\$ 3.25	\$ 4.71	\$ 1.90	\$ 3.00	\$ 2.00
Bike Jacket	\$ 6.50	\$ 4.50	\$ 2.25	\$ 4.00	\$ 3.50
Note: Bike Jacket	*Doesn't include leather				
Dresses	\$ 6.50	\$ 10.00	\$ 4.50	\$ 7.77	\$ 5.00
	\$ 101.65	\$ 122.62	\$ 62.35	\$ 109.99	\$ 74.65
Alterations: Minor Repairs	\$ 5.00	\$ 5.00	\$ -	\$ 2.00	\$ 7.00
Note: Alterations: Minor Repairs	*Based on size - starts at \$5.00				
Alterations: Buttons	\$ -	\$ -	\$ -	\$ 1.50	\$ -
Note: Alterations: Buttons	*If not many of them, will do for free.				
Addendum 1 Acknowledgement	Included	Included	Included	Included	Included
Addendum 2 Acknowledgement	Included	Included	Included	Included	Included

RESOLUTION

NO: 2018-06-112

LIVINGSTON COUNTY

DATE: June 18, 2018

Resolution to Concur with the Livingston County Aeronautical Facilities Board to Enter into a Consent to Mortgage Agreement with Chemical Bank, on Behalf of Hawk Hollow Farm L.L.C., - Airport

WHEREAS, Livingston County has entered into a land lease agreement with Hawk Hollow Farms, L.L.C. for property located at the Livingston County Airport; and

WHEREAS, the lease permits Hawk Hollow Farms L.L.C. to mortgage its leasehold interest in the leased premises; and

WHEREAS, Hawk Hollow Farms, LLC, desires to mortgage the building that has been constructed on the leased property; and

WHEREAS, Chemical Bank, has executed a mortgage loan to Hawk Hollow Farms L.L.C., which loan is to be secured in part by a mortgage on the leased premises and desires certain agreements with the County concerning Chemical Bank's, rights as mortgagee and secured lender.

THEREFORE BE IT RESOLVED the Livingston County Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board to enter into a Consent to Mortgage Agreement with Chemical Bank on behalf of Hawk Hollow Farms L.L.C.

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.

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MOVED:
SECONDED:
CARRIED:

**LIVINGSTON COUNTY SPENCER J. HARDY AIRPORT
CONSENT TO MORTGAGE (OF MORTGAGOR'S INTEREST IN A LEASE AS
SECURITY FOR LOAN)**

In consideration of the making of a loan by Chemical Bank, whose address is 333 East Main Street, Midland, Michigan (hereinafter called "Mortgagee"), Hawk Hollow Farm, L.L.C., whose address is, 7915 Kensington Ct., Brighton, Michigan 48116 (hereinafter called "Mortgagor"), wherein the Mortgagee has secured said loan in part by taking a mortgage in, to and under a certain Airport Land Lease dated March 6, 2017. Said Lease grants the Mortgagor the right to occupy certain real estate located at the Livingston County Spencer J. Hardy Airport in Howell Township, Livingston County, Michigan, being more specifically described in the attached copy of the Lease entered into between Hawk Hollow Farm, L.L.C. ("Lessee"), and the COUNTY OF LIVINGSTON, a Michigan constitutional corporation ("Lessor").

The COUNTY OF LIVINGSTON, being described as Lessor of said land, does hereby consent to the Mortgage of the Lease by Lessee to Chemical Bank as security for a loan to Hawk Hollow Farm, L.L.C. During the period that said buildings owned by Hawk Hollow Farm, L.L.C. are located on the leased land and encumbered by the mortgage interest granted by Mortgagee Lessee shall not be considered in default under the Lease, nor shall the Lease terminate unless and until Lessor has given Mortgagee thirty (30) days written notice of Lessee's default, and a thirty (30) day opportunity to cure the default.

Mortgagee is hereby authorized to enter into peaceful possession of the leased premises upon any default under the Lease, and said Mortgagee shall be thereafter obligated to cure any default of the Lessee. Upon a default by Mortgagor, Mortgagee shall be considered a transferee under Sec. 7 of the Lease. The Lease shall become void and fully terminated 24 months from the date of the default, and Mortgagee or any third parties taking from Mortgagee shall be required to negotiate and obtain a new lease from Lessor. Lessor will consent to the sale or other transfer of said Lease and the buildings thereon by said Mortgagee to any other person, firm or corporation suitable to said Mortgagee and to the Lessor.

The parties acknowledge that Hawk Hollow Farm, L.L.C. and Chemical Bank executed the aforementioned mortgage documentation on April 30, 2018, and this Consent approves that mortgage.

DATED _____.

SIGNED IN THE PRESENCE OF:

WITNESSES:

COUNTY OF LIVINGSTON, a Michigan
Constitutional Corporation, Lessor

By: _____

Its: _____

HAWK HOLLOW FARM L.L.C., Lessee
and Mortgagor

By: _____
Peter Lyders-Petersen

Its: _____

APPROVED BY RESOLUTION OF THE LIVINGSTON COUNTY AERONAUTICAL
FACILITIES BOARD

DATED: _____.

ACKNOWLEDGMENT

STATE OF MICHIGAN)
COUNTY OF LIVINGSTON)

On this _____ day of _____, 2018, before me, a notary public, personally appeared _____, who acted on behalf of _____, a Michigan limited liability company, known to me to be the person whose name is subscribed to this within instrument and who acknowledged that she executed the same for the purposes therein contained.

NOTARY PUBLIC

STATE OF MICHIGAN)
COUNTY OF LIVINGSTON)

On this _____ day of _____, 2018, before me, a notary public, personally appeared _____, who acted on behalf of said corporation, known to me to be the person whose name is subscribed to this within instrument and who acknowledged that they executed the same for the purposes therein contained.

NOTARY PUBLIC

DRAFTED BY AND, WHEN RECORDED, RETURN TO:
Dean & Fulkerson, P.C.
801 W. Big Beaver Rd., Ste. 500
Troy, MI 48084
Attn: Jeffrey L. Hudson, Esq.

MEMORANDUM OF LEASE

This Memorandum of Lease (the “**Memorandum**”) is entered into on the ____ day of _____, 2018, by and between County of Livingston, 304 E. Grand River Ave., Suite 202, Howell, Michigan 48843 (“**Landlord**”) and Hawk Hollow Farm, L.L.C., a Michigan limited liability company (“**Tenant**”).

Notice is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of the Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. Property and Lease: Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof. Landlord and Tenant entered into a “Airport Lease and Concession Agreement” dated March 6, 2017 (as the same may have been amended from time to time, collectively, the “**Lease**”), pursuant to which the Tenant leases the property and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease. The Leased Premises, otherwise known as “**Demised Premises**” under the Lease, is set forth in the **Exhibit A** attached to the Lease, hereby incorporated by reference. A depiction of the building and Demised Premises is attached to the Lease as **Exhibit B**.

2. Expiration Date: Subject to the terms, provisions and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be March 31, 2047. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to the term of the Lease. Right of First Refusal: There is a right of first refusal in the Lease.

3. Right of First Refusal: There is a right of first refusal in the Lease.

4. Effect/Miscellaneous: This Memorandum is not a complete summary of the terms, provisions and condition contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any governmental or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

5. Notices: All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein:

to Landlord at: Airport Manager
Livingston County Spencer J. Hardy Airport
3399 County Airport Dr.
Howell, Michigan 48855

and

County Administrator
(presently Ken Hinton)
304 East Grand River, Suite 201
Howell, Michigan 48843

to Tenant at: Peter Lyders-Petersen
Hawk Hollow, L.L.C.
7915 Kensington Ct.
Brighton, MI 48116

Any of the parties hereto, by thirty (30) days prior written notice to the other in a manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

6. Counterparts: This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

7. Governing Law: This Memorandum shall be governed and construed in all respects in accordance with the laws of the State of Michigan, without regard to the conflicts of laws provisions of such State.

[Signatures follow on the next page]

By: Peter Lyders-Petersen
Its: Sole Member

STATE OF MICHIGAN }
 } ss.
COUNTY OF _____ }

Notary Public _____
 _____ County, _____
 Acting in _____ County
 My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

LEASE PARCEL 0.74± Acres
Part of Parcel No. 4706-21-300-026

Situated in the Township of Howell, County of Livingston and State of Michigan, and described as follows:

Commencing at the East 1/4 Corner of Section 21, Town 3 North, Range 4 East, Howell Township, Livingston County, Michigan;

thence S01°25'38"E 1772.67 feet along the East line of said Section 21;

thence S88°21'54"W 964.00 feet to the **PLACE OF BEGINNING**;

thence S01°38'06"E 170.00 feet;

thence S88°21'54"W 190.00 feet;

thence N01°38'06"W 170.00 feet;

thence N88°21'54"E 190.00 feet to the Place of Beginning.

Being a part of the Southeast 1/4 of Section 21, Town 3 North, Range 4 East, Howell Township, Livingston County, Michigan. Containing 0.74 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

Refer to the current policy for title insurance for proof of ownership and all encumbrances affecting title to the described above parcel.

EXHIBIT B

DEPICTION OF BUILDING AND DEMISED PREMISES

Memorandum of Lease (5-15-18 CL).doc

OWNER'S AFFIDAVIT REGARDING LEASE

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

The undersigned, being first duly sworn on oath, hereby deposes and says that, to the best of his or her personal knowledge, the following statements are true and complete in every respect:

1. Fee Simple Owner and Subject Lease: The undersigned County of Livingston is the fee simple absolute title holder to the real property that is the subject of the "Airport Lease and Concession Agreement" dated March 6, 2017 between Livingston County (hereinafter "Landlord") and Hawk Hollow Farm, L.L.C. (hereinafter "Tenant"). A copy of the Lease is attached hereto and incorporated herein.

2. No amendments or modifications: There are no unrecorded amendments, modifications, collateral agreements, transfers or other matters affecting the Lease which have not been disclosed to First American Title Insurance Company.

3. No Defaults: There is currently no default in any covenants, conditions or provisions of the Lease by either the Lessor (Livingston County) or Lessee (Hawk Hollow Farm, L.L.C.) and the Lease remains in full force and effect.

Witnesses:

County of Livingston

By: _____

Its: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

On this __ day of _____, 2018, before me, a Notary Public in and for said County and State, did appear _____, _____ of the County of Livingston, and acknowledged that he/she executed the foregoing instrument on behalf of said County of Livingston as his/her free act and deed.

Notary Public _____ County, Michigan
Acting in _____ County
My Commission Expires: _____

RESOLUTION

NO: 2018-06-113

LIVINGSTON COUNTY

DATE: June 18, 2018

Resolution to Concur with the Livingston County Aeronautical Facilities Board to Enter Into a Lease Agreement with Dan's Pc Solutions, LLC for the Old Terminal Building -- Airport

WHEREAS, Dan's PC Solutions, LLC desires to lease the old airport terminal building located at 3480 W. Grand River; and

WHEREAS, Dan's PC Solutions, LLC intends to utilize the building for sales, service and repair of computer equipment; and

WHEREAS, Dan's PC Solutions, LLC has agreed to an initial two (2) year lease term; and

WHEREAS, the monthly rent for the old terminal building will be \$850.00 the first year with a CPI adjustment for the second year; and

WHEREAS, Civil Counsel has prepared a lease agreement for this purpose.

THEREFORE BE IT RESOLVED the Livingston County Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board to enter into a lease agreement with Dan's PC Solutions LLC for the old terminal building for a two (2) year term with the initial monthly rent of \$850.00 per month.

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.

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#

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MOVED:
SECONDED:
CARRIED:

LEASE

THIS LEASE, made and entered into this _____ day of _____, 2018, by and between **COUNTY OF LIVINGSTON**, of 3399 County Airport Dr., Howell, MI 48855 (hereinafter referred to as the “Lessor”) and **DAN’S PC SOLUTIONS, LLC**, of 3480 W. Grand River Ave., Howell, MI 48855, (hereinafter referred to as the “Lessee”).

W I T N E S S E T H:

WHEREAS, the Lessor has available certain facilities suitable for use by the Lessee on the premises of the old terminal building at the Livingston County Spencer J. Hardy Airport; and

WHEREAS, the Lessee is in need of such facilities; and

WHEREAS, the Lessor agrees to lease to the Lessee the facilities for its use, subject to the following terms and conditions.

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

1. Location and Description of the Leased Premises. The Lessor hereby leases to the Lessee the old terminal building and adjacent parking lot at the Livingston County Spencer J. Hardy Airport, located at 3480 W. Grand River Ave., Howell, Michigan (hereinafter referred to as the “Premises”).

2. Lease Term, Termination, and Return of Premises. The term of this Lease shall commence on the 1st day of July, 2018, and shall continue for a period of two years, to the 30th day of June, 2020, after which date this Lease shall terminate, unless terminated earlier. Lessor may terminate this Lease at any time with or without cause upon sixty (60) days’ written notice to Lessee. Upon the termination of this Lease, the Lessee shall yield and deliver up the Premises in like condition as when taken, normal wear and use thereof excepted.

3. Rent. The Lessee shall pay the Lessor, as rent for the Premises, the sum of EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$850.00) per month for each month of this Lease. A security deposit in the amount of \$850.00 shall be paid on the first (1st) day of July, 2018. The first monthly rental payment shall be made on the first (1st) day of July, 2018. All subsequent monthly rental payments shall be made on the first (1st) day of each and every month thereafter, in advance, during the term of this Lease. All rent due under this Agreement shall be paid at the office of the Livingston County Spencer J. Hardy Airport, 3399 County Airport Dr., Howell, Michigan 48855.

Commencing on the first day of July 2019, and in July of each year thereafter during the term of this Agreement, the annual rent shall be adjusted to the amount obtained by dividing the initial rate of \$10,200.00 per annum by the Detroit-Ann Arbor, All Items Consumer Price Index figure which is the most recently published one immediately preceding the commencement date of this Agreement, and multiplying the quotient thereof by the Consumer Price Index, Detroit-Ann Arbor, All Items, which is the most recent one published immediately before the effective date of the rental rate adjustment which is being computed. It is expressly understood that the rent will be adjusted in accordance with changes in the said Consumer Price Index once each year during the term of this Agreement.

For purposes of this Agreement, the Consumer Price Index means the Index for "All Items" for Urban Wage Earners and Clerical Workers Commodity Groups for the Detroit area, as determined by the United States Department of Labor, Bureau of Statistics.

Should the United States Government revise its Price Index at any time, the parties hereto will follow such suggestions as the government may issue for making an arithmetical changeover from one index to another. Should the Price Index be wholly discontinued, then its successor or the most nearly comparable successor index thereto shall be substituted, with the appropriate adjustments taken into account.

Upon termination of this Lease, the Lessee shall pay the Lessor all rental payments due and owing as of the effective date of termination.

4. Condition of Premises, Warranties and Covenants. The Lessee shall, at its own expense, maintain the Premises and all common areas in good repair. The Lessee, by its occupation of the Premises acknowledges receipt of the Premises in good order, repair and condition. The Lessee also acknowledges that no representations as to the condition of the Premises have been made by the Lessor or its agents.

The Lessor warrants that it has lawful title and right to make this Lease for the terms set forth herein, and that Lessor will put Lessee in complete and exclusive possession of the Premises.

5. Lessee's Use and Occupancy of the Premises. The Lessee agrees that the Premises shall be used as a commercial office, with adjacent vehicle parking. No other use shall be made of the Premises without the prior written consent of the Lessor.

Lessor reserves the right to install a radio in the building on the Premises connected to a telephone line, at Lessor's expense.

Lessor also reserves an easement over and across the Premises for ingress and egress to the main Airport property through the gate on the fence adjacent to the east

parking area of the Premises, for use by Lessor, its agents, invitees and lessees. Lessee shall not obstruct access to the gate.

6. Conduct of Operations on Premises. In its exercise of the rights, privileges, concessions, duties, and obligations granted to it herein, and in its use of the Premises, Lessee hereby obligates itself and shall require its sublessees and assigns to be obligated to the following requirements and regulations:

- A. Shall not consent to any unlawful use of the Premises, nor permit any such unlawful use thereof.
- B. All employees shall have, as required, proper and effective federal and state certificates or licenses covering their individual and particular functions.
- C. Comply with all local, federal, and state ordinances, and laws, including the rules and regulations of the federal and state aeronautical authorities and the local governing authorities and the standards of service adopted by the Lessor.
- D. Shall at all times comply with rules, regulations, and ordinances of Lessor as they now exist or may subsequently be amended or adopted.
- E. The operations of Lessee, its sublessees, employees, invitees, assigns, and those doing business with it, and the manner in which it utilizes its leasehold at Livingston County Airport which it is given the right and concession to do under the terms hereof, shall be conducted in an orderly and proper manner and at the particular times and in the particular manner specified by Lessor, and according to the standards established by Lessor, and so as not to annoy, disturb, or be offensive to others at Livingston County Airport. Lessor shall have the right to complain to Lessee as to the demeanor, conduct, and appearance of Lessee's employees, sublessees, invitees, and those doing business with services and facilities at times and in the manner and according to the standards mandated by Lessor, whereupon Lessee will take all steps necessary to remove the cause of the complaint and bring its operations or its sublessees operations and services into compliance with such standards.
- F. Comply with all rules and regulations of the State Fire Marshal in the conduct of operations on the Premises.
- G. Lessee, during the term of this Agreement, agrees to pay:

- 1) All personal property taxes and assessments and all license fees applicable to its activities, or other charges which are legally levied or assessed on the personal property situated on the Premises;
 - 2) Any tax or assessment determined to be properly payable by Lessee under Act 189 of the Public Acts of 1953, as amended, for the lease or use of the Premises; and
 - 3) All sales or use taxes and assessments, license fees or other charges of any nature, without exception, legally levied or assessed arising out of the activities conducted on or the occupancy of the Premises; Provided, always, Lessee shall pursue, at its expense and with due diligence, any exception taken by it to any of the aforementioned taxes or assessments.
- H. Lessee shall pay for water, gas, sewer charges, electric current, telephone service, internet, and other utilities utilized or consumed on the Premises.
- I. Lessee agrees at all times to keep the Premises in a neat, clean, and orderly condition, free of weeds, rubbish, or any unsightly accumulations of any nature whatsoever. Lessee shall be responsible to pay for all snow removal, lawn care, janitorial service, and refuse removal on the Premises.
- J. All authorized operations shall be conducted on leased premises, unless written consent to the contrary is obtained from the Lessor.

7. Compliance With Ordinances, Rules, Regulations, Standards, Fees And Charges. Lessor shall have the right to adopt and enforce uniform and consistently applied ordinances, rules, regulations, standards, fees, and charges, and any amendment thereto with respect to the operation and use of Livingston County Airport, which may provide, by way of example and not by way of limitation, for the payment of such fees and charges for the exercise of rights, privileges, and concessions granted herein by Lessor, but excluding rentals and fees for ground occupancy which are fixed in the manner set forth in Section 3, for the safety of those using the airport, and Lessee agrees that it and its sublessees and assigns will observe and obey same. The statements set forth herein in explanation of Lessor's rights do not grant and shall not be construed to grant Lessee rights not otherwise specifically granted in this Agreement.

8. Compliance With Federal Agreements. This Agreement shall be non-exclusive and subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport; provided, however, that

any right, title, and interest of Lessee to the Premises shall not be taken without just compensation therefor being made.

- A. Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance.
- B. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any hangars or other structure on the airport which, in the opinion of Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

9. Alterations and Signs. The Lessee may make alterations, additions or improvements to the Premises, but only with the prior written consent of the Lessor. Any such alterations, additions or improvements shall become the property of Lessor. Lessee may place up to two (2) signs identifying Lessee's business, subject to Lessor's approval as to size and location, and compliance with all local zoning and sign ordinances.

10. Subletting. The Lessee agrees that it may neither sublet the Premises or any part thereof nor assign this Lease without obtaining the prior written consent of the Lessor.

11. Nondiscrimination. Lessee and/or its sublessees or assigns, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. Lessee and/or its sublessees or assigns 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 Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Michigan 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. 394, as amended, and regulations promulgated thereunder.

- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

Lessee, for itself, its personal representatives, successors in interest, and as a part of the consideration hereof, does hereby covenant and agree that (1) no person, on the grounds of race, color, national origin, religion, age, sex, height, weight, marital status, disability, or political affiliation shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person, on the grounds of race, color, national origin, religion, age, sex, height, weight, marital status, disability, or political affiliation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 22, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Breach of this section shall be regarded as a material breach of this Agreement, and in the event Lessee and/or its sublessees or assigns is found not to be in compliance with this section, Lessor may terminate this Agreement, effective as of the date of delivery of written notification to Lessee and/or its sublessees or assigns.

12. Liability and Fire Insurance. The Lessor shall furnish adequate public liability, fire and extended coverage insurance on the Premises and all Lessor's property therein. The Lessor shall be responsible for all losses, claims or actions resulting from fire, except for property owned by the Lessee and left at the Premises.

Lessee shall comply with the following insurance requirements as applicable:

- A. Workers Compensation Insurance. Procure and maintain during the life of this Agreement Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. General Liability/Hazard Insurance. Procure and maintain during the life of this Agreement, General Liability and Hazard Insurance on "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, and Property Damage.
- C. Motor Vehicle Liability. Should Lessee desire to utilize Motor Vehicles on the ramp of the Livingston County Airport, Lessee shall procure and

maintain during the life of this Agreement, Motor Vehicle Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Personal Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- D. Additional Insured. General Liability/Hazard, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds. Livingston County and all elected and appointed officials, all County employees and volunteers, all County boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- E. Cancellation Notice. All policies described above shall include an endorsement stating the following: It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to Livingston County.
- F. Proof of Insurance Coverage. Lessee shall provide the Lessor with certificates for all coverages listed above.
- G. Expiration of Policies. If any of the above insurance coverages expire during the term of this Agreement, Lessee shall deliver renewal certificates and/or policies to Lessor at least ten (10) days prior to the expiration date.

13. Indemnification. Lessee agrees to defend and hold Lessor and its boards, elected and appointed officials, commissions, employees and agents, harmless from any claim, suit, judgment, or processes of any nature whatsoever arising out of alleged negligence, wrongful, or unlawful acts or omissions of Lessee, its agents, licensees, invitees, sublessees, and employees.

14. Damage to Lessee's Property. All Lessee's personal property of any kind or description whatsoever upon or in the Premises shall be at the Lessee's sole risk. The Lessor shall not be held liable for any damage to property sustained by the Lessee or other persons, or for damage or loss suffered by the business or occupation of the Lessee arising from any acts or neglect of other occupants of the Premises, or of other persons who are not employees, agents or contractors of the Lessor, or from bursting, overflowing or leaking of water, sewer, or steam pipes, or from the heating or plumbing fixtures, or from electrical wires, or from gas or odors caused in any other manner whatsoever except in the case of willful neglect on the part of the Lessor, after being given notice of the conditions.

15. Total or Partial Destruction of the Leased Premises. In the event of the total or partial destruction of the Premises by fire or otherwise, this Lease shall terminate and the Lessee shall be liable for rent only up to the date of such destruction.

16. Notices. All notices, bills or statements required or permitted by any provision of this Lease shall be in writing and shall be hand delivered or deposited in first class mail, directed to the Lessor, Attn: Airport Manager, at 3399 County Airport Dr., Howell, MI 48855; or to the Lessee to the attention of Dan McMillen at 3480 W. Grand River Ave., Howell, MI 48855. Either party may change the address for notices, bills or statements by giving the other party written notice of such changes.

17. Cumulative Remedies. All rights and remedies of the Lessor and the Lessee shall be cumulative, and none shall be exclusive of any other rights or remedies allowed by law or by the terms of this Lease.

18. Waivers. No failure or delay on the part of either of the parties to this Lease in exercising any right, power or privilege set forth herein 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.

19. Amendment. Modification, amendments or waivers of any provision of this Lease may be made only by the written mutual consent of the parties hereto.

20. Section Titles. The titles of the sections set forth in this Lease are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Lease.

21. Complete Lease. This Lease contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Lease or any part thereof shall have any validity or bind either of the parties hereto.

22. Binding Effect of the Lease. The terms, covenants and conditions of this Lease shall be binding upon and for the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto.

23. Invalid/Unenforceable Provisions. If any clause or provision of this Lease 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 any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Lease. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Lease, this Lease shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

24. Certification of Authority to Sign Lease. The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Lease on behalf of said parties and that this Lease has been duly authorized by said parties.

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

LESSOR: COUNTY OF LIVINGSTON

By: _____
Donald S. Parker, Chairman
County Board of Commissioners
_____ Date

By: _____
Elizabeth Hundley, County Clerk
_____ Date

LESSEE: DAN'S PC SOLUTIONS, LLC

By: _____
_____ Date

Its: _____

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


n:\client\livingston\airport\agreements\lease with dan's pc solutions for old terminal bldg.doc
LIV/AIRPORT #16-003



3399 County Airport Drive
Howell, Michigan 48855
517-546-6675
Fax 517-546-6656
Mark D. Johnson - Airport Manager

MEMORANDUM

TO: Livingston County Board of Commissioners

FROM: Mark D. Johnson 
Airport Manager

DATE: June 12, 2018

RE: Lease of Old Terminal Building

Dan's PC Solutions LLC desires to lease the old terminal building for at least two years to operate their computer sales and repair business. They have lost their lease at their old location across from VG's in Howell and want to remain in the area.

They have agreed to a two (2) year lease with the initial rent set at \$850 per month and a CPI adjustment for the second year. They will pay all utilities for the building and maintain the grounds immediately surrounding the building.

The lease will begin on July 1, 2018.

RESOLUTION

NO: 2018-06-114

LIVINGSTON COUNTY

DATE: June 18, 2018

Resolution Authorizing Entering into a Contract for Investment Advisory Services to the Retirement Plan Advisory Committee

WHEREAS, Resolution 2018-01-005 authorized the creation of a Retirement Advisory Committee to ensure that Livingston County meets its fiduciary responsibilities and performs its due diligence to ensure the plans that make up the §401(a) Defined Contribution and §457 Deferred Compensation plans (the “Plans”) are compliant with respect to state and federal regulations and that their operation is open and available to those employees participating in the two plans; and

WHEREAS, the County wishes to ensure the Plans’ benefits are competitive with respect to cost, investment offerings, plan services; and

WHEREAS, the County issued a Request for Proposal for Investment Advisor and Consulting Services to assist the Retirement Plan Advisory Committee with plan Governance, Investment Oversight and Analysis, Fee Analysis, Provider Benchmarking, and other ancillary services such as employee education initiatives; and

WHEREAS, after bid review, interviews of finalists and completion of reference checks the Retirement Plan Advisory Committee is making a recommendation to award the contract to Plante Moran Financial Advisors at a flat annual fee of \$45,000.

WHEREAS, funding for the contract will be paid for from the Benefit Fund and will require a budget amendment to the 2018 Operating Budget.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into a contract with Plante Moran Financial Advisors for Investment Advisor and Consulting Services to assist the Retirement Plan Advisory Committee in meeting the County’s fiduciary responsibilities. The term of the contract will be for three (3) years with the option to renew for an additional two (2) year period at a cost of \$45,000 per year.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes an amendment of \$45,000 to Fund 677 Benefit Fund Professional Services line item.

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

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MOVED:

SECONDED:

CARRIED: