

# **PUBLIC SAFETY AND INFRASTRUCTURE AND DEVELOPMENT COMMITTEE**

## **AGENDA**

June 25, 2018

7:30 PM

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

**1. CALL MEETING TO ORDER**

**2. APPROVAL OF MINUTES**

Minutes of Meeting Dated: April 30, 2018

**3. APPROVAL OF AGENDA**

**4. REPORTS**

**5. CALL TO THE PUBLIC**

**6. RESOLUTIONS FOR CONSIDERATION**

**6.1 SHERIFF**

Resolution Authorizing an Agreement with Putnam Township to Provide Law Enforcement Services

**6.2 PLANNING**

Resolution Authorizing a Supplemental Appropriation and an Agreement to Award Heystek Contracting, Inc. for Fillmore County Park Phase 1 Improvements – Planning Department and Parks and Open Space Advisory Committee

**6.3 PLANNING**

Resolution to Distribute the Draft 2018 Livingston County Master Plan for Public Review and Comment

**7. CALL TO THE PUBLIC**

**8. ADJOURNMENT**

# **PUBLIC SAFETY AND INFRASTRUCTURE AND DEVELOPMENT COMMITTEE**

## **MEETING MINUTES**

April 30, 2018

7:30 PM

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

Members Present:

Kate Lawrence , David J. Domas, Douglas G. Helzerman, Carol S. Griffith

### **1. CALL MEETING TO ORDER**

Meeting was called to order by Kate Lawrence at 7:30 p.m.

### **2. APPROVAL OF MINUTES**

Minutes of Meeting Dated: March 26, 2018

Motion to approve the minutes as presented.

**Moved By** David J. Domas

**Seconded By** Carol S. Griffith

**Motion Carried**

### **3. APPROVAL OF AGENDA**

Motion to approve the Agenda as presented.

**Moved By** Carol S. Griffith

**Seconded By** Douglas G. Helzerman

**Motion Carried**

### **4. REPORTS**

None.

### **5. CALL TO THE PUBLIC**

None.

**6. RESOLUTIONS FOR CONSIDERATION**

**6.1 Emergency Management**

Resolution to approve the FY 2017-2018 Hazardous Materials Emergency Preparedness (HMEP) Grant Program Award Agreement

Recommend Motion to the Finance Committee.

**Moved By** David J. Domas

**Seconded By** Carol S. Griffith

**Motion Carried**

**6.2 Emergency Management**

Resolution to Adopt the Livingston County Emergency Operations Plan (EOP)

Recommend Motion to the Finance Committee.

**Moved By** David J. Domas

**Seconded By** Douglas G. Helzerman

**Motion Carried**

**6.3 Sheriff**

Resolution Authorizing an Agreement with CC Sports to Provide Two Loaner Sea-Doos

This program is through Sea-Doo, with CC Sports being the dealership.

Recommend Motion to the Finance Committee.

**Moved By** David J. Domas

**Seconded By** Douglas G. Helzerman

**Motion Carried**

**6.4 Sheriff**

Resolution Authorizing the Livingston County Board of Commissioners to Sign on to the Stepping Up Initiative

Recommend Motion to the Finance Committee.

**Moved By** Douglas G. Helzerman

**Seconded By** Carol S. Griffith

**Motion Carried**

**6.5 Sheriff**

Resolution Recognizing the Observance of National Corrections Officer Week, May 6, 2018 thru May 12, 2018

Recommend Motion to the Board of Commissioners.

**Moved By** Carol S. Griffith

**Seconded By** Douglas G. Helzerman

**Motion Carried**

**6.6 Sheriff**

Resolution Recognizing the Observance of National Police Week, May 13, 2018 thru May 19, 2018

Recommend Motion to the Board of Commissioners.

**Moved By** Carol S. Griffith

**Seconded By** Douglas G. Helzerman

**Motion Carried**

**6.7 Sheriff – Jail**

Resolution Authorizing an Agreement with Government Payment Service to Provide Credit Card Bond Payments Services

Recommend Motion to the Finance Committee.

**Moved By** David J. Domas

**Seconded By** Douglas G. Helzerman

**Motion Carried**

**7. CALL TO THE PUBLIC**

None

**8. ADJOURNMENT**

Motion to adjourn the meeting at 8:03 pm

**Moved By** Carol S. Griffith

**Seconded By** Douglas G. Helzerman

**Motion Carried**

Respectfully submitted by:

Carol Sue Jonckheere  
Recording Secretary

**RESOLUTION**

**NO:** [Title]

**LIVINGSTON COUNTY**

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

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**Resolution Authorizing an Agreement with Putnam Township to Provide Law Enforcement Services - Sheriff**

**WHEREAS,** the current contract with Putnam Township which provides law enforcement services is scheduled to expire June 30, 2018; and

**WHEREAS,** a newly proposed Putnam Township contract covers law enforcement services and establishes fees for the period July1, 2018 through Jun 30, 2021; and

**WHEREAS,** Putnam Township shall make quarterly payments to Livingston County during said period.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with Putnam Township for law enforcement services effective July 1, 2018 through June 30, 2021 with the township to pay amounts as follows:

- July 1, 2018 – June 30, 2019 = \$98,530 (\$24,632.50 per quarter)
- July 1, 2019 – June 30, 2020 = \$101,972 (\$25,493.00 per quarter)
- July 1, 2020 – June 30, 2021 = \$105,550 (\$26,387.50 per quarter)

**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, and that the Sheriff be authorized to sign the contract.

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**MOVED:**

**SECONDED:**

**CARRIED:**



**LIVINGSTON COUNTY, MICHIGAN**  
**DEPARTMENT OF LIVINGSTON COUNTY SHERIFF**

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

# Memorandum

**To: Livingston County Board of Commissioners**  
**From: Sheriff Michael Murphy**  
**Date: 6/4/18**  
**Re: Resolution Authorizing An Agreement with Putnam Township to**  
**Provide Law Enforcement Services – SHERIFF / PUBLIC SAFETY / FINANCE /**  
**BOARD**

Included for your consideration and approval is a resolution/contract for Law Enforcement Services between the Livingston County Sheriff's Office and Putnam Township. The proposed agreement is for three (3) years beginning on July 1, 2018 and goes through June 30, 2021.

The proposed contract is a renewal of a current contract that expires June 30, 2018. The only things that change in the proposed contract are the term of the contract and the financial compensation. As with the current contract, the proposed contract calls for 40 hours of dedicated Law Enforcement Services in the Township of Putnam. The days and times are to be mutually agreed upon by the SHERIFF and the TOWNSHIP.

Requiring quarterly payments, the financial terms are as follows:

- July 1, 2018 – June 30, 2019 = \$98,530 (\$24,632.50 per quarter)
- July 1, 2019 – June 30, 2020 = \$101,972 (\$25,493.00 per quarter)
- July 1, 2020 – June 30, 2021 = \$105,550 (\$26,387.50 per quarter)

Per County policy this reflects the true costs of the contract minus the 25% contracting incentive. The contract will continue to be staffed by existing Road Patrol personnel who are covered by the current 2018 FY approved budget.

The contract will be prepared and approved by civil counsel. Upon approval and authorization of the Board, it will be signed by the Board Chair and the Sheriff.

If you have any further questions, feel free to contact me.

Sheriff Michael Murphy

# **LAW ENFORCEMENT SERVICES AGREEMENT**

BETWEEN

**COUNTY OF LIVINGSTON**

ACTING ON BEHALF OF THE

**LIVINGSTON COUNTY SHERIFF**

AND

**TOWNSHIP OF PUTNAM**

[TERM: JULY 1, 2018 UNTIL JUNE 30, 2021]





# AGREEMENT FOR LAW ENFORCEMENT SERVICES

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2018**, by and between the **COUNTY OF LIVINGSTON**, State of Michigan (hereinafter referred to as the "COUNTY"), acting on behalf of the **LIVINGSTON COUNTY SHERIFF** (hereinafter referred to as the "SHERIFF"), and the **TOWNSHIP OF PUTNAM** (hereinafter referred to as the "TOWNSHIP").

## WITNESSETH:

**WHEREAS**, the TOWNSHIP desires to secure from the SHERIFF certain law enforcement services; and

**WHEREAS**, the COUNTY and the SHERIFF agree that the SHERIFF shall provide the TOWNSHIP with the services outlined below and as provided for by Public Act 1945, No. 246, as amended, set forth in MCL 41.181; MSA 5.45(1).

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

**FIRST: Agreement Period**. This Agreement shall commence upon the **1st day of July, 2018**, and unless prematurely terminated as authorized in the second paragraph of this section shall continue until the **30th day of June, 2021**, at which time it shall terminate.

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, with or without cause, by either the COUNTY, SHERIFF or TOWNSHIP, upon thirty (30) days' prior written notice to the other parties.

**SECOND: Definitions**. For the purposes of this Agreement, the following definitions shall apply:

- A. "Insurance", insofar as vehicles are concerned, means the coverage provided to the Sheriff's Department and in force on July 1, 2018.
- B. "Insurance", insofar as Sheriff Deputies are concerned, means the coverage provided to the Sheriff's Department and in force on July 1, 2018.
- C. "Patrol" means the presence of a Sheriff Deputy in uniform in a vehicle as provided for in the SECOND section of this Agreement. It shall also include, but not be limited to, those activities defined as "police protection" below.
- D. "Police protection" means investigation and follow up on complaints, criminal investigations, and all work normally associated with law enforcement. It shall include, but not be limited to, the enforcement of the TOWNSHIP's ordinances and the Michigan Liquor Control Code of 1998 (1998 PA 58), as amended.

**THIRD: Services to be Performed by SHERIFF.** The SHERIFF shall furnish police protection and patrol to the TOWNSHIP as follows:

During the period of July 1, 2018 through June 30, 2021, on days and times mutually agreed upon by the SHERIFF and the TOWNSHIP annually, will be spent on police protection and patrol within the TOWNSHIP. The days and times shall equal forty (40) hours per week, for a total of two thousand eighty (2080) hours annually. Each shift shall be no less than eight (8) hours and no longer than twelve (12) hours. Furthermore, the times agreed upon shall mean that all patrols start and end in the Township (i.e., there shall be no "travel time" to and from the Sheriff's Office in Howell).

**FOURTH: Equipment to be Provided by County.** The COUNTY shall provide and maintain a fully equipped motor vehicle to be used for police protection and patrol and any and all uniforms, weapons, insignia and general police equipment to be used by any Sheriff Deputies assigned to duty in the TOWNSHIP.

**FIFTH: Insurance.** The COUNTY shall provide necessary insurance for the motor vehicle(s) used in the performance of the services described in the SECOND section of this Agreement, as well as the necessary insurance protection for any Sheriff Deputies assigned to duty in the TOWNSHIP. The TOWNSHIP shall be listed as an additional insured party on the COUNTY's insurance as regards this Agreement.

**SIXTH: Compensation.** The TOWNSHIP shall pay the COUNTY for the police protection and patrol services provided under this Agreement as referenced in the attached Exhibit A with the TOWNSHIP paying as follows:

- A. The sum of NINETY-EIGHT THOUSAND FIVE HUNDRED THIRTY AND NO/100 DOLLARS (\$98,530.00) during the period of July 1, 2018 through June 30, 2019 to be paid in quarterly installments of TWENTY-FOUR THOUSAND SIX HUNDRED THIRTY-TWO AND 50/100 DOLLARS (\$24,632.50).
- B. The sum of ONE HUNDRED ONE THOUSAND NINE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS (\$101,972.00) during the period of July 1, 2019 through June 30, 2020 to be paid in quarterly installments of TWENTY-FIVE THOUSAND FOUR HUNDRED NINETY-THREE AND NO/100 DOLLARS (\$25,493.00).
- C. The sum of ONE HUNDRED FIVE THOUSAND FIVE HUNDRED FIFTY AND NO/100 DOLLARS (\$105,550.00) during the period of July 1, 2020 through June 30, 2021 to be paid in quarterly installments of TWENTY-SIX THOUSAND THREE HUNDRED EIGHTY-SEVEN AND 50/100 DOLLARS (\$26,387.50).
- D. The quarterly payments shall be made by no later than the 15<sup>th</sup> day of the month following the end of the quarter. All payments shall be made payable to COUNTY OF LIVINGSTON.

**SEVENTH: Unemployment Compensation.** In the event this Agreement is prematurely terminated as authorized in the FIRST section the TOWNSHIP shall reimburse the COUNTY in full for thirteen (13) weeks of unemployment compensation expenses the COUNTY incurs as a result of the lay off of Sheriff Deputies due to such premature termination or non-renewal, provided such termination was due to action taken by or the decision of the TOWNSHIP.

**EIGHTH: Location Where Compensation is to be Paid.** The TOWNSHIP shall remit all payments to the Sheriff's Department at 150 S. Highlander Way, Howell, Michigan 48843.

**NINTH: Use of Mini-Station.** The TOWNSHIP shall provide space for use as a mini-station by Sheriff Deputies assigned to the TOWNSHIP under this Agreement. The TOWNSHIP shall be responsible for paying all rents and other costs arising from the Mini-Station including utilities, telephone fees and other costs associated with the operation of an office.

**TENTH: Status of Sheriff Deputies Assigned to TOWNSHIP.** The Sheriff Deputies assigned to the TOWNSHIP under this Agreement shall remain employees of the SHERIFF and under his supervision, direction, management and control.

**ELEVENTH: SHERIFF Responsible for Management.** All rights in the management of the Sheriff's Department shall remain with the SHERIFF. Management shall be construed to include, but not be limited to, determining priority of investigation; determining the number of Sheriff Deputies employed on police protection or patrol; determining what constitutes an emergency; determining the specific personnel to be assigned to the TOWNSHIP; determining the application of labor agreements to the services to be performed hereunder; and determining the adequacy of motor vehicles deployed.

**TWELFTH: Reports.** At the specific request of the TOWNSHIP, the SHERIFF shall provide to the TOWNSHIP such report as may be appropriate for release relating to law enforcement services provided in accordance with this Agreement. A monthly summary report detailing police protection and patrolling in the TOWNSHIP shall be prepared by the SHERIFF's Department and submitted to the TOWNSHIP.

**THIRTEENTH: Removal of Sheriff Deputies for Emergencies.** The SHERIFF reserves the right to remove any Sheriff Deputy, who is otherwise assigned to the TOWNSHIP, for emergencies that might exist outside the TOWNSHIP. In the event such removal occurs the TOWNSHIP shall be notified of the date and amount of time the Sheriff Deputy was removed in the Monthly Report which the SHERIFF submits to the TOWNSHIP. In the event the deputy is removed for an emergency the SHERIFF will increase patrol hours on the day the incident occurred, or on another day within the week, to ensure the TOWNSHIP received a true forty (40) hours of patrol/protection for that week.

**FOURTEENTH: Nondiscrimination**. In carrying out the terms of this Agreement, the parties hereto shall adhere to all applicable Federal, State and local laws and regulations prohibiting discrimination. The parties hereto, as required by law, shall not discriminate against persons to receive services under this Agreement or 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. Breach of this covenant shall be regarded as a material breach of this Agreement.

It is expressly understood and agreed by the parties hereto that the requirements of this section shall not be construed as in any way affecting the collective bargaining agreement covering the Sheriff Deputies assigned to the TOWNSHIP under this Agreement including, but not limited to, the adding of provisions thereto or subtracting provisions therefrom.

**FIFTEENTH: 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.

**SIXTEENTH: Modification of Agreement**. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

**SEVENTEENTH: Assignment or Subcontracting**. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement.

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

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

**TWENTIETH: Non-Third Party Beneficiary Contract**. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

**TWENTY-FIRST: Invalid Unenforceable Provisions**. 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 any 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 and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

**TWENTY-SECOND: Certification of Authority to Sign Agreement.** The persons signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on the behalf of said parties and that this Agreement has been authorized by said parties.

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**COUNTY OF LIVINGSTON**

**TOWNSHIP OF PUTNAM**

BY: \_\_\_\_\_  
**DONALD S. PARKER - CHAIRMAN**  
COUNTY BOARD OF COMMISSIONERS  
Dated: \_\_\_\_\_

BY: \_\_\_\_\_  
**DENNIS BRENNAN - SUPERVISOR**  
Dated: \_\_\_\_\_

BY: \_\_\_\_\_  
**MICHAEL MURPHY - SHERIFF**  
Dated: \_\_\_\_\_

BY: \_\_\_\_\_  
**SALLY D. GUYON - CLERK**  
Dated: \_\_\_\_\_

Posted-

APPROVED AS TO FORM FOR  
COUNTY OF LIVINGSTON:  
**COHL, STOKER & TOSKEY, P.C.**  
By: ROBERT D. TOWNSEND - ???

N:\Client\Livingston\Sheriff\Agreements\Putnam Township\Agr w Putnam Twp re LE Svcs (2018-2021).doc  
LIV/SHERIFF #18-007

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

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

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**Resolution Authorizing a Supplemental Appropriation and an Agreement to Award Heystek Contracting, Inc. for Fillmore County Park Phase 1 Improvements – Planning Department and Parks and Open Space Advisory Committee**

**WHEREAS,** Livingston County received a Land and Water Conservation Fund grant for 50% funding of Fillmore County Park Phase 1 Improvements; and

**WHEREAS,** with assistance from Landscape Architects and Planners, Inc., as Project Manager, and in accordance with the County's Purchasing Policy, bids were received for this project (see attached bid tabulation); and

**WHEREAS,** the recommendation is to award construction services of \$115,879 to Heystek Contracting, Inc. of Montrose, MI, who submitted the lowest bid; and

**WHEREAS,** as this bid is over the construction budget of \$98,000 for the project, there is a need for a transfer of \$13,939 from the General Fund Contingency Org. to continue with and complete this project. In addition, a revenue budget amendment to the Planning Federal Grant Fund 23872100 will be required.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners authorizes a supplemental appropriation to the 2018 budget to cover this project as stated below and authorizes the County Treasurer to transfer \$13,939 from the General Fund to Fund 238:

ORG / OBJ	CURRENT BUDGET	PROPOSED BUDGET AMENDMENT	PROPOSED AMENDED BUDGET
GF Total	\$42,721,073	\$13,939	\$42,735,012
10196641 / 999238	\$0	\$13,939	\$13,939
Fund 238 Total	\$87,400	\$13,939	\$101,339
23872100 / 699101	\$0	\$13,939	\$13,939

**THEREFORE BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with Heystek Contracting, Inc. for construction services of \$115,879 for Fillmore County Park Phase 1 Improvements pending Michigan Department of Natural Resources approval.

**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:**

**ROLL CALL VOTE:**



May 24, 2018

**Ms. Kathleen Kline-Hudson, Director**  
Livingston County Planning Department  
304 E. Grand River Ave. Suite 206  
Howell, MI 48843  
P: 517-546-1549

**RE: Recommendation Project # 13040.02 Fillmore County Park Phase 1 Improvements**

Dear Ms. Kline-Hudson,

Bids were opened on Wednesday, May 9, 2018 at 2:00 pm at the Livingston County Planning Department office. There were 4 companies that placed bids. The bids varied from \$114,879.00 to \$270,042.00, with Heystek Contracting Inc. being the lowest bidder at \$114,879.00. A copy of the bid tab has been attached.

A post bid addendum was issued on May 15, 2018 and addenda were received from two bidders before the due date of May 22, 2018 at 3:00 pm. Heystek submitted a cost addition of \$1,000.00 and Bob Meyers Excavating submitted a cost addition of \$575.00. With the additional \$1,000.00 Heystek's bid total is \$115,879.00 and they remain the low bidder. Copies of the post-bid addenda have been attached.

We have reviewed the low bid and found the costs provided to be reasonable and in accordance with the contract documents. The variation in bid pricing seems to be a result of less precise estimating methods and/or differing unit prices that result in higher costs. We believe the contractor's bid is complete and accurate with three exceptions. The bid quantities for type A and type B grading appear to be lower than our estimated quantities as well as the bid quantity for seeding and mulch. This seems to be a result of less precise estimating methods. Any errors in estimated quantities is solely the responsibility of the contractor and as a result will not have any effect on the bid provided.

We have not worked with Heystek before, but they are a well-established and reputable company and We have no reason to doubt their ability to complete this project in a competent and timely manner.

It is our official recommendation that the bid be awarded to **Heystek Contracting, Inc.** in the amount of **\$115,879.00**.

If you have any questions about the information above, please contact our office.

Sincerely,

Robert Ford,  
Project Manager / Landscape Architect



## BID TABULATION

### Fillmore County Park Phase 1 Improvements

ITEM OF WORK	UNIT	Heystek Contracting, Inc.		Envision		Gibraltar Construction Co.		Bob Myers Excavating	
		BID QTY	COST	BID QTY	COST	BID QTY	COST	BID QTY	COST
Mobilization	LSUM	1	\$11,000.00	1	\$5,800.00	1	\$24,000.00	1	\$2,000.00
SESC Measures	LSUM	1	\$500.00	1	\$2,320.00	1	\$1,200.00	1	\$6,200.00
Topsoil Stripping and Stockpiling	CY	900	\$1,980.00	4,750	\$30,305.00	5,000	\$31,220.00	5,975	\$29,500.00
Tree and shrub clearing for entry drive	LSUM	1	\$1,525.00	1	\$6,380.00	1	\$24,900.00	1	\$1,275.00
Type A Grading (fine grading within areas noted on drawings)	SY	9,150	\$10,065.00	19,552	\$24,948.00	18,500	\$22,230.00	7,600	\$10,750.00
Type B Grading (fill in depressions and minor leveling within areas noted on drawings)	SY	7,000	\$4,200.00	16,693	\$17,426.00	16,000	\$18,850.00	16,200	\$23,000.00
Placement of Topsoil (From Stockpile)	CY	1,000	\$1,500.00	4,000	\$32,480.00	2,830	\$24,000.00	2,550	\$10,500.00
Seeding and Mulch Installed	SY	16,150	\$8,882.50	34,400	\$59,873.00	35,000	\$35,000.00	23,775	\$21,200.00
4" Reinforced Concrete Installed	SF	750	\$5,625.00	754	\$5,655.00	772	\$5,280.00	750	\$4,500.00
Striping and Handicap Symbols - ADA Parking	LSUM	1	\$2,500.00	1	\$1,044.00	1	\$750.00	1	\$775.00
Signage for ADA Parking Space	EA	2	\$1,000.00	2	\$2,088.00	2	\$750.00	2	\$1,100.00
21AA Parking Lot and Drive, Installed	SY	1,835	\$29,176.50	1,835	\$26,606.00	1,484	\$17,155.00	1,835	\$16,250.00
Drive Culvert, Installed	LF	55	\$2,200.00	55	\$1,914.00	55	\$4,000.00	55	\$3,800.00
Precast Concrete Wheel Stops	EA	2	\$500.00	2	\$423.00	2	\$250.00	2	\$450.00
Prefab Restroom Building and Vault, or equivalent, Installed	LSUM	1	\$31,400.00	1	\$44,080.00	1	\$36,818.00	1	\$31,500.00
Wayfinding Sign, Installed	LSUM	1	\$500.00	1	\$580.00	1	\$800.00	1	\$900.00
MDNR Trust Fund Sign, Installed	LSUM	1	\$500.00	1	\$580.00	1	\$800.00	1	\$1,300.00
Installation of Entry Sign (sign manufactured by others – see Div. 2 specs for details)	LSUM	1	\$1,825.00	1	\$7,540.00	1	\$1,500.00	1	\$1,150.00
SESC Permit – By Owner	-	-	-	-	-	-	-	-	-
Building Permit – By Owner	-	-	-	-	-	-	-	-	-
County Road Permit – By Owner	-	-	-	-	-	-	-	-	-
<b>Total (Equal to Base Bid)</b>	<b>LSUM</b>	<b>-</b>	<b>\$114,879.00</b>	<b>-</b>	<b>\$270,042.00</b>	<b>-</b>	<b>\$249,503.00</b>	<b>-</b>	<b>\$166,150.00</b>

#### Additional Work Unit Prices

Class II Sand, Undercut - CY	\$14.00	\$46.40	\$50.00	\$15.75
Silt Fencing	\$1.00	\$2.32		\$1.55
Geogrid - SY	\$1.05	\$6.96	\$6.00	\$2.10



## POST-BID ADDENDUM NUMBER 1

**Designers:**  
**Landscape Architects & Planners, Inc.**  
Oakland Center  
809 Center Street, Suite 1  
Lansing, MI 48906  
(P) (517) 485-5500  
(F) (517) 485-5576

**Owner: Livingston County Planning Department**  
304 E. Grand River Ave. Suite 206  
Howell, MI 48843  
(P) (517) 546-7555

**Project: FILLMORE COUNTY PARK PHASE 1 IMPROVEMENTS**

**Date: 5/15/2018**

### **TO ALL BIDDERS**

The purpose of this Addendum is to clarify and/ or modify the Bidding Documents, including drawings and specifications, for this project. This Post-Bid Addendum shall take precedent over the original bidding documents and any previous addenda issued for this project. This Post-Bid Addendum must be returned to the Livingston County Planning Department 304 E. Grand River Ave. Suite 206 or emailed to [nwallace@lapinc.net](mailto:nwallace@lapinc.net) no later than 3:00 PM, Tuesday, May 22, 2018.



(Signature Acknowledging Receipt of this Addendum)

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### **ITEM 1: Change to culvert pipe size and material**

This Post-Bid Addendum is only addressing the costs associated with changing the 55' length of 12" diameter ADS Dual wall corrugated pipe and ADS flared-end sections as called-out on sheet C4 of the construction drawings and shown in detail 4 of sheet C5 to a 55' length of 15" diameter CMP pipe with metal flared-end sections.

The additional price to the project construction including equipment, installation, bonds and insurance to complete the work is as follows:

ADD: FIVE HUNDRED AND SEVENTY FIVE (dollars) \$ \$575.00

**MAY 21, 2018**

**BOB MYERS EXCAVATING, INC.**  
**8111 HAMMEL ROAD**  
**BRIGHTON, MI 48116**  
**810-231-2044**

**ESTIMATER – KONRD JAGER**  
**EMAIL – KONRD@MYERSEXC.COM**

## POST-BID ADDENDUM NUMBER 1

**Designers:**  
**Landscape Architects & Planners, Inc.**  
Oakland Center  
809 Center Street, Suite 1  
Lansing, MI 48906  
(P) (517) 485-5500  
(F) (517) 485-5576

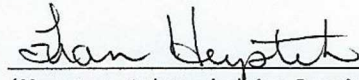
**Owner: Livingston County Planning Department**  
304 E. Grand River Ave. Suite 206  
Howell, MI 48843  
(P) (517) 546-7555

**Project: FILLMORE COUNTY PARK PHASE 1 IMPROVEMENTS**

**Date: 5/15/2018**

### **TO ALL BIDDERS**

The purpose of this Addendum is to clarify and/ or modify the Bidding Documents, including drawings and specifications, for this project. This Post-Bid Addendum shall take precedent over the original bidding documents and any previous addenda issued for this project. This Post-Bid Addendum must be returned to the Livingston County Planning Department 304 E. Grand River Ave. Suite 206 or emailed to [nwallace@lapinc.net](mailto:nwallace@lapinc.net) no later than 3:00 PM, Tuesday, May 22, 2018.



(Signature Acknowledging Receipt of this Addendum)

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### **ITEM 1: Change to culvert pipe size and material**

This Post-Bid Addendum is only addressing the costs associated with changing the 55' length of 12" diameter ADS Dual wall corrugated pipe and ADS flared-end sections as called-out on sheet C4 of the construction drawings and shown in detail 4 of sheet C5 to a 55' length of 15" diameter CMP pipe with metal flared-end sections.

The additional price to the project construction including equipment, installation, bonds and insurance to complete the work is as follows:

ADD: One thousand and 00/100 (dollars) \$ 1,000.00



## Memorandum

**To: Livingston County Board of Commissioners**  
**From: Kathleen Kline-Hudson, Planning Director**  
**Date: 6/20/2018**  
**Re: Authorizing a supplemental appropriation and an agreement to award Heystek Contracting, Inc. for Fillmore County Park Phase 1 Improvements**

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This resolution seeks authorization of a supplemental appropriation and a construction services agreement for Fillmore County Park Phase I Improvements.

The Land and Water Conservation Fund (LWCF) grant budget for Phase I Improvements at the park allowed for a construction budget of \$98,000. This budget was established in 2016 when the LWCF grant application was submitted. Since that time construction costs have risen.

The four (4) companies that submitted construction bids on May 9, 2018 varied from \$114,879.00 to \$270,042.00. Heystek Contracting Inc. was the lowest bidder at \$114,879.00. A post bid addendum was issued on May 15, 2018 and Heystek submitted a cost addition of 1,000 and they remained the low bidder. Landscape Architects and Planners, our LWCF Project Manager, has reviewed the low bid and found the cost provided to be reasonable and in accordance with the contract documents. Therefore, Livingston County Planning/Facility Services submits this resolution for Board of Commissioner authorization of a construction services agreement with Heystek Contracting, Inc. in the amount of \$115,879.00.

As this bid is over the LWCF construction budget of \$98,000, there is a need for additional project funds. Therefore, after much consultation between Livingston County Planning, Facility Services, Purchasing and Finance departments, we submit this resolution for the authorization of a supplemental appropriation of \$13,939 from the General Fund Contingency Fund to continue with and complete this project. A budget amendment to the Planning Federal Grant Fund will be required. This requested amount will cover the exact shortfall in construction costs associated with a construction services agreement with Heystek Contracting, Inc.

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

**RESOLUTION**

**NO:** [Title]

**LIVINGSTON COUNTY**

**DATE:** Click or tap to enter a date.

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**RESOLUTION TO DISTRIBUTE THE DRAFT 2018 LIVINGSTON COUNTY MASTER PLAN FOR PUBLIC REVIEW AND COMMENT - PLANNING**

**WHEREAS,** the Livingston County Planning Commission, pursuant to the Michigan Planning Enabling Act (Public Act 33 of 2008, as amended), has studied and prepared recommendations for the growth and development of the county; and

**WHEREAS,** the Planning Commission has developed a Master Plan consisting of research and analysis that includes demographics, land use, current planning trends, best practices, and policy suggestions; and

**WHEREAS,** the Planning Commission recognizes that the Master Plan is intended to be a flexible guide for decision making that will keep Livingston County progressing forward towards its vision for an outstanding quality of life for all residents; and

**WHEREAS,** the Livingston County Planning Commission approved the distribution of a draft copy of the Master Plan for public review and comment pursuant to Section 41 of Public Act 33 of 2008, as amended, at the June 20, 2018 Livingston County Planning Commission meeting.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes the distribution of the draft 2018 Livingston County Master Plan for the required sixty-three (63) day public comment period pursuant to the Michigan Planning Enabling Act (Public Act 33 of 2008, as amended).

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**MOVED:  
SECONDED:  
CARRIED:**



# Livingston County Department of Planning

## MEMORANDUM

**Kathleen J. Kline-Hudson**  
AICP, PEM  
Director

**Robert A. Stanford**  
AICP, PEM  
Principal Planner

**Scott Barb**  
AICP, PEM  
Principal Planner

**TO:** Livingston County Board of Commissioners

**FROM:** Scott Barb, Principal Planner

**DATE:** June 20, 2018

**SUBJECT:** Authorization for distribution of the 2018 Livingston County Master Plan for public review and comment.

This resolution seeks authorization for the distribution of the draft 2018 Livingston County Master Plan for public review and comment pursuant to the Michigan Planning Enabling Act (PA 33 of 2008), as amended.

The Michigan Planning Enabling Act requires distribution of the proposed master plan to neighboring communities, utilities, railroads, and other public agencies prior to the adoption of the proposed plan. Based upon state legislation that governs the preparation and distribution of the master plan, a sixty-three (63) day comment period will commence with the authorization to proceed.

At the end of the sixty-three (63) day comment period, the Livingston County Planning Commission will schedule a public hearing and take action on the proposed master plan.

Should you have any questions on this matter, please contact me at any time.

### Department Information

Administration Building  
304 E. Grand River Avenue  
Suite 206  
Howell, MI 48843-2323



(517) 546-7555  
Fax (517) 552-2347



Web Site  
[www.livgov.com](http://www.livgov.com)



# Livingston County Master Plan 2018

# Livingston County's New Master Plan 2018

## 10 Subject Chapters:

- Land Use & Growth Management
- Natural Resources
- Parks & Recreation
- Agriculture and Rural Environment
- Housing
- Social Equity
- Transportation & Infrastructure
- Technology
- Economic Development
- Hazard Mitigation

## Supplemental Chapters:

- Preface
- Introduction
- Community Profile
- Visioning Statement
- Implementation
- Appendices

# Livingston County's New Master Plan 2018

## Inspiration:

- SEMCOG documents with links to best practices and resources
- 2013 Grand Traverse County Master Plan – very pictorial with a format that is easy to read



The Livingston County Master Plan is a fully web-based, interactive plan, and to be fully effective it must be viewed and utilized digitally.





*Lynn Hija Cach*

## **PREFACE**

The Preface explains the 5 W's and the "H" of the plan:  
Who, What, When, Where, Why and How

# Livingston County's New Master Plan 2018

## Who

- The Twenty Local Units of Government – they are our primary stakeholders
- This plan is applicable and beneficial to all twenty local municipalities in order to create a holistic approach to planning and zoning in Livingston County.

## When

- May 2015 - The process of drafting the Livingston County Master Plan began with an “Intent to Plan” letter
- December 2015 to December 2016 - A year of public participation opportunities and public input
- 2017 to Present - Research and draft of the plan contents

# Livingston County's New Master Plan 2018

## Why

- The purpose and importance of this master plan is to create a more collaborative planning and zoning environment in Livingston County.
- Planning and zoning strategies are not nearly as effective if they are practiced in a piecemeal fashion, municipality by municipality, throughout the county.
- If the twenty municipalities of Livingston County collectively implement similar planning and zoning practices, we have a greater total impact on our county environment.

# Livingston County's New Master Plan 2018

## Where

- Present on the Livingston County website
- Fully web-based, interactive plan
- To be fully effective it must be viewed and utilized digitally
- No printed version of the plan, although the plan can be downloaded and printed by a user
- Links throughout the Livingston County Master Plan will be updated on an annual basis by Livingston County Planning Department
- With periodic updates per MPEA, the duration of this master plan will be approximately ten – fifteen years.

## How

- All twenty municipalities in Livingston County have a master plan and a zoning ordinance. This county-wide plan is intended to guide the content of these local municipal plans.

# Livingston County's New Master Plan 2018

## What

- A Master Plan is a policy document that guides the physical development of a community. It describes what a community wishes to look like in the future.
- Typically this is accomplished by providing: background information about a community; data analysis and projections; public input; a vision statement; goals and objectives; and future land use policies and mapping.

This non-traditional, county-wide master plan is very brief on the “typical” master plan elements, simply because the twenty local municipalities have already addressed this subject matter in their local master plans.



# Livingston County's New Master Plan 2018

- Illustrated →
- Vision Statement →
- Issue Identification →



## PARKS & RECREATION

We ENVISION our COMMUNITY as one which strives to be excellent stewards of our existing park and recreation resources, while improving, expanding and linking these resources and creating new park and recreation opportunities - Livingston County Vision Statement

### Issue Identification:

Parks comprise a large portion of the green infrastructure in Southeast Michigan. Livingston County contains an estimated 29,500 acres of parks area according to the Southeast Michigan Council of Governments (SEMCOG) Green Infrastructure Vision for Southeast Michigan. Of this total parks acreage, 16,477 acres is noted as being greater than 200 acres in size. The Green Infrastructure Vision estimates that park acres per 1,000 residents in Livingston County is 163 acres; greater than any of the other six counties in the SEMCOG region.

The majority of large-scale parks in Livingston County are located in the southern tier of Townships in Unadilla, Putnam, Hamburg and Green Oak. County-wide, the three State Recreation Areas, four State Game & Wildlife Areas, one State Trail, two regional Metroparks, 2 County parks and multitude of City, Village, Township and private parks, are very important contributors to the quality of life in Livingston County (see County Park and Recreational Areas in the Map Appendix). The presence of abundant parks and recreational resources is a source of pride and County identity to residents; this asset is one of the primary economic drivers of the County, drawing many new residents and businesses to our locale.

Through various forms of Livingston County Master Plan public participation, the following Parks & Recreation needs and desires arose: 1.) Additional parks and recreation resources are needed on the west side of the County 2.) Walking/Biking/Hiking trails are the most desired green infrastructure element 3.) Additional and improved connections to parks and amenities are needed 4.) A Regional Trail Plan is needed at the County level 5.) Livingston County's future should include the expansion and improvement of parks and recreation opportunities such as pathways that connect municipalities and a strong non-motorized transportation plan.

2017 Livingston County Master Plan 1

# Livingston County's New Master Plan 2018

- Goals & Strategies  
(of County Planning)

- Current Trends

- Best Practices



Pam Reis

## GOALS & STRATEGIES

GOAL #1

Map and promote Livingston County Parks & Recreation Assets

STRATEGIES:

- Collaborate with the twenty (20) local units of government and SEMCOG to finance the digital Livingston County Public Recreation Areas map to make it comprehensive and complete.
- Work with county informational entities (Chambers, libraries, etc.) to promote this map through their websites.

GOAL #2

Map planned and proposed linkages between public and private Livingston County Parks & Recreation resources.

STRATEGIES:

- Facilitate the creation of a new digital Livingston County Greenways/Blueways map.

### Current Trends:

**Mapping and Promoting Parks & Recreation:** One of the most challenging aspects of County parks and recreation planning is inventorying and mapping the county-wide scope of our parks and recreation assets to more effectively plan for future uses and more efficiently promote this placemaking feature. Each public and private park provider has their own marketing materials, that may not take into account the big picture, county-wide approach. Information at a county-wide scale is necessary to: properly market Livingston County's recreational opportunities to the region and to the state; link park resources; plan for future recreation uses; and plan for future acquisition and development of park land.

### BEST PRACTICE

There are two (2) newly developed interactive maps of Livingston County parks and recreation assets that can form the base of a comprehensive county-wide inventory. A Public Recreation Areas map is located on the Livingston County government website at: <https://livgov.maps.arcgis.com/apps/webappviewer/index.html?id=d5394b61f9c64d10ab6104b91ead9da3> and a Park Finder map is located on the SEMCOG website at: <https://maps.semco.org/ParkFinder/> The links to one or both of these resources should be placed on the websites of our twenty local units of government in Livingston County, as well as local chambers of commerce, libraries, visitor bureaus and other sites that are frequented by our current and future residents as well as tourists, to better promote the outstanding parks & recreational resources of Livingston County.

### Current Trends:

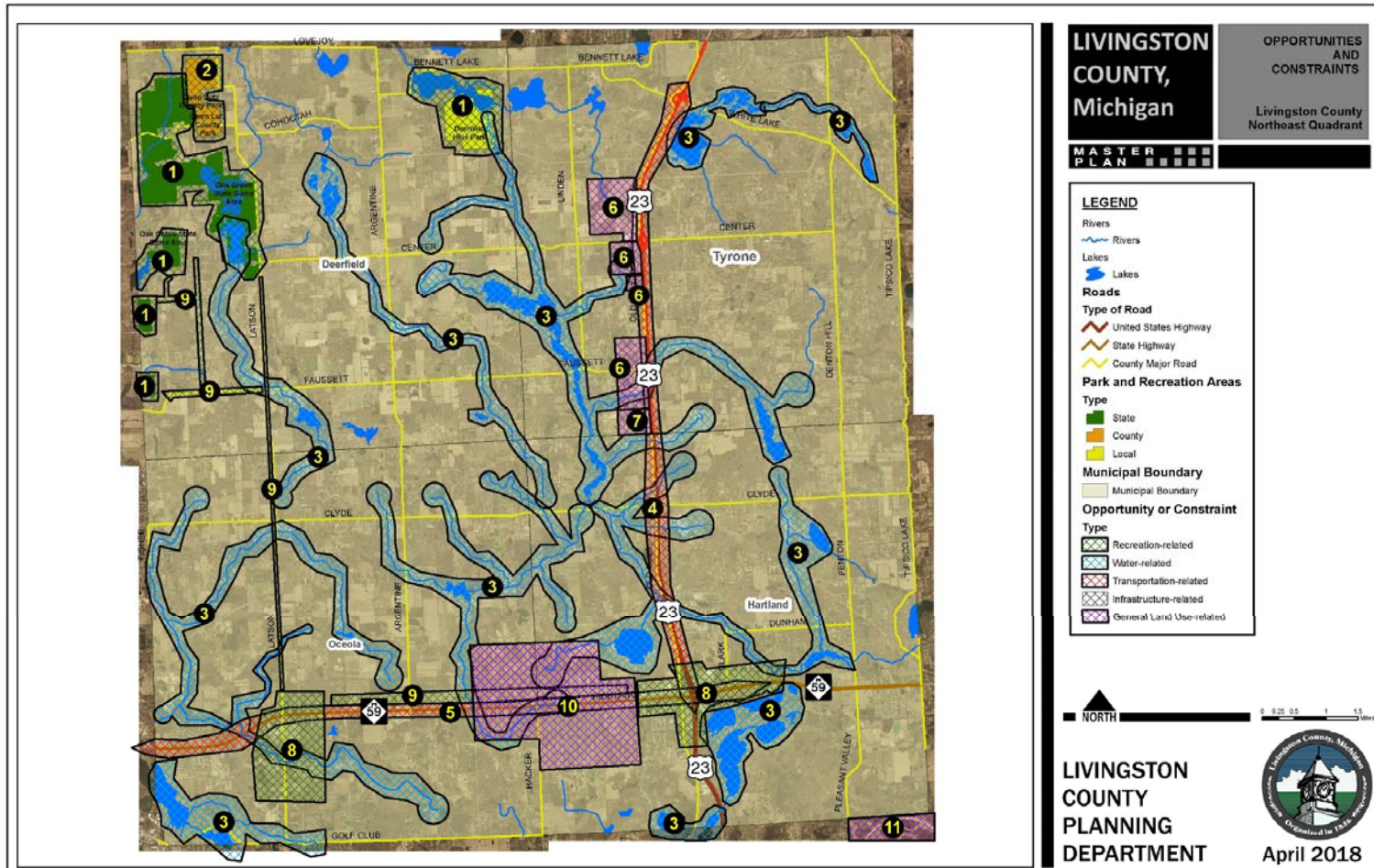
**Linking Parks & Recreation:** Linking Parks & Recreation resources is vitally important to creating a larger network of open space for the preservation of natural features and wildlife habitat, and for providing non-motorized opportunities for travel between parks. This can be accomplished in many ways through linkages provided by sidewalks, pathways, utility corridors, greenways and blueways (riparian corridors).

2017 Livingston County Master Plan 2



# Livingston County's New Master Plan 2018

Opportunities And Constraints Maps Instead Of Future Land Use Maps





# Livingston County's New Master Plan 2018

## Current Trends:

### Mapping Land Use Opportunities & Constraints (Continued):


#### NORTHEAST QUADRANT

The Northeast Quadrant of Livingston County includes Deerfield, Tyrone, Hartland and Oceola Townships.

MAP# ON NE QUAD MAP	GROUP RESPONSE	OPPORTUNITY OR CONSTRAINT ?	TYPE OF OPPORTUNITY OR CONSTRAINT	EXPLANATION OF OPPORTUNITY OR CONSTRAINT
#1	Good system of established parks	Opportunity	Recreation	This quadrant of Livingston County has a good system of state/county/local parks that include: Oak Grove State Game Area; Lutz County Park; and Deerfield Hills (a Deerfield Township park).
#2	Preservation of established park and recreation areas	Opportunity	Recreation	Livingston County's Lutz County Park was noted as an area that should be preserved as an established park and recreation area.
#3	Continue to maintain health of community lakes and streams	Opportunity and Constraint	Water	<p>Opportunity: Several lakes were noted on the map of this quadrant; most notably Thompson Lake, Lake Shannon, Bennett Lake and Hoisington Lake, because these lakes are shared by more than municipality. The chain of lakes in Hartland Township was also prominently noted (Handy, Maxfield, Long, Silver, Round and Bitten Lakes).</p> <p>Opportunity: Although this quadrant of the County does not contain any major rivers, there are several streams connecting the lakes and the various municipalities such as Cranberry Creek, Bogue Creek and North Ore Creek; some of which are quite prominent and contain mill pond areas (North Ore Creek).</p> <p>Constraint: Public safety regarding waterways.</p>
#4	US-23 presents an opportunity for better transit and corridor	Opportunity	Transportation	The US-23 corridor connects Tyrone and Hartland Townships to many neighboring communities and it is prime for transportation and development

Livingston County Master Plan 8

# Livingston County's New Master Plan 2018

BEST PRACTICE - RECREATION	
Opportunity and Constraints By Quadrant	Best Practice <i>See Parks &amp; Recreation Chapter</i>
<b>Pathway Connections Along Roadway</b> <ul style="list-style-type: none"> <li>Additional and better recreational connections between neighboring communities along transportation corridors such as Grand River Ave., Oak Grove and Byron Roads. (NW Quad)</li> <li>Increase and improve connections to parks and amenities along the M-59 corridor. (NE Quad)</li> <li>Encourage sidewalks and connections to amenities in commercial areas. (NE Quad)</li> <li>Planned Township Pathway (Brighton Township (SE Quad)</li> </ul>	<b>Pathway Plans:</b> are an applicable best practice noted in the Parks & Recreation chapter of this plan. The 2013 Genoa Charter Township Master Plan has a Chapter VII. Bikepaths & Greenways, which addresses the multimodal, nonmotorized linkages provided by greenways and pathways. The chapter explains the various cultural and natural resources that one can view and access along Township greenways and pathways, as well as how the pathway will connect to adjacent communities. Shared use pathways are proposed along eight (8) road corridors. A Map 14 Pathway Plan, depicts each of the 'programmed' or 'planned' pathways. <a href="https://genoa.org/departments/planningzoning/masterplan">https://genoa.org/departments/planningzoning/masterplan</a>
<b>Preservation of Parks &amp; Recreation</b> <ul style="list-style-type: none"> <li>Preservation of established parks and recreation areas is needed to protect resources - Oak Grove State Game Area. (NW Quad)</li> <li>Preservation of established parks and recreation areas - Oak Grove State Game Area, Lutz County Park, Deerfield Hills. (NE Quad)</li> </ul>  <p><i>Livingston County Planning</i></p>	<b>Preserving High Quality Natural Areas:</b> The 2003 Livingston County Planning Department document entitled Livingston County's High Quality Natural Areas, is an applicable best practice noted in the Natural Resources chapter of this plan. This Best Practice tool identifies, inventories, prioritizes and maps high quality natural areas throughout the County. The document can be used as a preservation tool in the following ways: 1.) A decision tool for deciding which highest priority resources to preserve; 2.) A reference for determining how to link high priority resources with adjacent natural resources in order to create larger, contiguous areas of conversation; and 3.) As a reference for mapping Future Land Use in the master plan of each local unit of government. document: <a href="https://www.livgov.com/plan/Pages/land.aspx">https://www.livgov.com/plan/Pages/land.aspx</a> , Map: <a href="https://www.livgov.com/gis/Documents/freemaps/NaturalFeatures.pdf">https://www.livgov.com/gis/Documents/freemaps/NaturalFeatures.pdf</a>

Livingston County Master Plan 19

# Livingston County's New Master Plan 2018

**Any information found in this Livingston County Master Plan is meant to be duplicated in local planning and zoning documents, and to us at Livingston County Planning, this would be the best affirmation of the plan!**

**Thank you for  
your support of  
this initiative**