

MARION TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
Thursday, April 11, 2019
7:30 p.m.

Call to Order
Pledge of Allegiance
Members Present/Members Absent
Call to the Public

- 1) Approval of Agenda
- 2) Consent Agenda
 - a. Approval of March 25, 2019 Regular Meeting Minutes
 - b. March 26, 2019 HAPRA Minutes
 - c. March 2019 Financial Report
 - d. Complaint Report
 - e. DPW Report
 - f. Zoning Report
- 3) Howell City Sewer Plant Improvements
- 4) Pingree Road Lighting Complaint Update
- 5) Hawthorn Drive Complaint Update
- 6) Crystalwood Estates Roads Special Assessment
- 7) HomeTown Village Phase III Purchase Agreement
- 8) LACASA Denim and Diamonds 2019

Correspondence and Updates
Fillmore County Park Notice
MTA Livingston-Recreational Marihuana
LCHD Environmental Health
Livingston County Update

Call to the Public
Adjournment

Next Board Packet will be ready after 3pm on Thursday, April 18, 2019

MARION TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 28, 2019

DRAFT

MEMBERS PRESENT: Les Andersen, Tammy Beal, Duane Stokes, Scott Lloyd, Greg Durbin, Dan Lowe, and Bob Hanvey

MEMBERS ABSENT: None

CALL TO ORDER

Bob Hanvey called the meeting to order at 7:30 pm.

PLEDGE OF ALLEGIANCE

BOARD MEMBERS PRESENT

The board members introduced themselves.

CALL TO THE PUBLIC

James Barnwell from Desine Inc. and the property owner, Garth Maxam, were present to ask the board to waive the requirement for additional soil borings for Toratola Lane site condos. Mr. Barnwell said that based on the information they already have, it would be an unnecessary expense. Les Andersen said that these type of requests should be submitted to the clerk's office to be included on the agenda. After discussion, Les Andersen motioned to waive the requirement for additional soil borings. Dan Lowe seconded. **Motion carried.**

Wendy Busick, 4746 Hawthorne, asked the status of the township attorney and/or zoning administrator contacting the Secretary of State regarding Mr. Mason's license. The attorney is out of town, but information should be available for the April 11 meeting.

APPROVAL OF AGENDA

Item #9—Hometown Village of Marion Land Usage was added to the agenda. Les Andersen motioned to approve the agenda as amended. Scott Lloyd seconded. **Motion carried.**

CONSENT AGENDA

Les Andersen motioned to approve the consent agenda. Tammy Beal seconded. **Motion carried.**

2019-20 Hafa Budget

Chief Andy Pless presented the board members with the proposed 2019-20 budget. Les Andersen motioned to adopt a resolution to accept the 2019-20 Howell Area Fire Authority budget, as presented. Scott Lloyd seconded. Roll call vote: Lowe, Lloyd, Beal, Hanvey, Durbin, Andersen, Stokes—all yes. **Resolution passed 7-0.**

HOWELL CITY SEWER PLANT IMPROVEMENTS

Erv Suida from the City of Howell gave a presentation to the board members on history of the plant and this proposed project. Mike Spitler, Nikolas Hertrich, and Mike Arens were also present. The City of Howell is asking Marion Township to approve a non-binding agreement to move forward with this project.

Bob Hanvey motioned that the Marion Township board tentatively agrees with the proposed project plan and would like the process to continue. Les Andersen seconded. **Motion carried.**

PRIMARY ROADS/MASON ROAD/DUST CONTROL/PEAVY ROAD BRIDGE

An estimate for dust control was received from Chloride Solutions; no other bids were received. Les Andersen motioned to accept the proposal from Chloride Solutions, as presented. Duane Stokes seconded. Roll call vote: Beal, Andersen, Stokes, Durbin, Lowe, Hanvey, Lloyd—all yes. **Motion carried 7-0.**

Bob Hanvey said the township was approached about maintenance on Mason Road between Truhn and Burkhart. This would have to be a cost-share project with Howell Township, and they didn't feel it was a high priority.

Tammy Beal said the Cole family has asked for additional dust control because of all the construction traffic on Peavy Road. Dan Lowe said there was a vactor truck that actually went over the bridge and into the development. He will follow-up with the LCRC on this situation. The board members also asked him to ask about "engine braking" signs, and Crystalwood Roads (public vs. private).

CRYSTALWOOD ESTATES ROADS SPECIAL ASSESSMENT

Dan Lowe will check with the LCRC to determine the process for accepting Crystal Crossing and Crystal Court. This may have an influence on the cost of the project and the bidding process.

MUNDY DONATION

Dick Mundy has generously offered to donate a 14' church bench. The board members decided to decline the offer as there's really no place to put it.

CAR SHOW

Tammy Beal said that Greg Castle approached the township about having a Marion Township Summerfest on June 8, which would include a car show, swap meet, vendors, etc. It would be similar to Heritage Days, but on a smaller scale and without the steam engines. Les Andersen motioned to approve the Marion Township Summerfest for Saturday, June 8, 2019. Greg Durbin seconded. **Motion carried.**

HOMETOWN VILLAGE OF MARION LAND USAGE

Les Andersen motioned to allow Kathy Esper to farm the HVM property for \$78.50/acre. Duane Stokes seconded. **Motion carried.**

CORRESPONDENCE & UPDATES

Greg Durbin updated the board members on his conversations with Casey & Amber Felkins and Janet Godfrey. Dan Lowe said he thought the attorney had been asked to send a letter to Ms. Godfrey regarding the neighborhood nuisance.

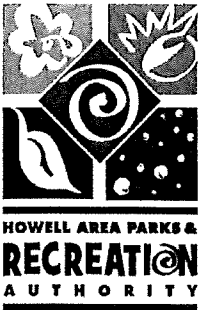
CALL TO THE PUBLIC

No response.

ADJOURNMENT

Les Andersen motioned to adjourn at 9:45 pm. Tammy Beal seconded. **Motion carried.**

Submitted by: S. Longstreet



Howell Area Parks & Recreation Authority

Bennett Recreation Center

Regular Board Meeting Minutes

March 26, 2019

Call to Order

Chairperson Sean Dunleavy called the meeting to order at 7:00 PM.

Attendance

Chairman Sean Dunleavy, Vice Chair Diana Lowe, Secretary Tammy Beal, Treasurer Bob Ellis, Trustee Jean Graham

Staff

Director Tim Church, Kyle Tokan, Kevin Troshak, Gina Aguzzi

Public

Auditor Tom Smith, Student Brianna Griffin, Foundation Members Joe Flaig and Carrie Connie

Approval of Agenda

Bob Ellis made a motion to approve the agenda, supported by Diana Lowe. **Motion carried 5-0.**

Approval of Minutes

Bob Ellis motioned to approve the February 19, 2019 Regular meeting minutes, supported by Diana Lowe. **Motion carried 5-0.**

Call to the Public

None heard.

Staff Comments

Kyle Tokan reported that the nets have been delivered and Genoa Township's were put in place last week.

Introduction to Foundation Members

Five people from the community have been appointed for staggered terms, once these terms expire then they will appoint their own officials. Terms will be kept staggered. Director Church introduced the new members:

- Amelia Purdy-Ketchum (1 year term) she is a former employee of HAPRA with a strong Park & Rec background.
- Brandon Krugh (1 year term) Oceola Township resident and a Genoa Township Businessman, he has a passion for youth and sports and is big into Livingston County Special Ministries.
- Martha Haglund (2 year term) is a Howell Township resident, on their Planning Commission and Parks Committee, she has a huge passion for Parks & Rec.
- Carrie Connie (2 year term) she was born in Oceola Township and now lives in Howell Township, works at First National Bank, and a big proponent of the Howell Teen Center.
- Joseph Flaig (2 year term) he is a big volunteer for Parks & Rec, works at Ford Motor Co. he also helped with the building and development of the Hive.

Resolution #19.01 Appointment of Foundation Trustees

Motion by Diana Lowe to approve Resolution #19.01 Appointment of Foundation Trustees, supported by Bob Ellis. Roll call vote- Graham, Ellis, Lowe, Beal, Dunleavy-all yes. **Resolution passed 5-0.**

HAPRA AUDIT DRAFT

Auditor Tom Smith reviewed the audit of YE December 31, 2018. He stated that everything looked great, we wouldn't have to send a Deficit Plan into the State this year and because the expenses came in lower than projected then we have some breathing room. Trustees should look this over further and bring it back to the April meeting.

HIVE Teen Advisory Board Fundraiser

Gina Aguzzi explained that the teens have been challenged to think up a service project that could be a fundraiser. She introduced Brianna Griffin, a seventh grader, who came up with "Paws in the Park" it will be held Saturday May 11th from 11:30-1:30 at Genoa Park in conjunction with the Livingston County Humane Society. The cost is \$5 for a person and their pet, a pet bandanna is included in that price.

Aquatic Center

Director Church reported that they are trying to come up with a way to pull reports and income for each class and event. \$24K was brought in this month. They are behind in revenue but expenses have been cut also. He met with HPS on March 13th and will meet again in April.

Check Register, Bank Statements and Financial Reports ending February 28, 2019

Check register and Bank statements look good. Bob Ellis passed out handouts with graphs. He stated that expenses are \$15K less than expected and we are \$71K above our targeted income. It's the best shape that HAPRA has been in three years.

Directors Report

- Leadership Report-They came up with 5 items to focus on: Programs, Pool Atmosphere, Data collection & community feedback, Curb Appeal for the buildings, and a bus for transportation.

- Program update-awesome month; swim classes to accommodate 255 kids, soccer has 491 kids enrolled, girls volley ball has 70 in it, there were 15 kids enrolled in the spring break camp.
- Waiver Update-Tim and Jen have always had issues with having to put waivers into the system each time someone signed up, They found a way with Attorney Gormley to only have to enter it once annually.
- Volunteer of the Month- Brianna Griffin was picked for her help with the Hive and community involvement, Congratulations Brianna!

Old Business

Tammy Beal asked if any more information was available about the trees that Chem Trend wanted to donate, Director Church said he hasn't heard anything but he will keep us posted.

New Business

- Jaimie Geeraerts, enrichment and travel coordinator has secured a new position elsewhere. Her position has been posted internally.
- Tammy Beal stated that someone wanted to donate a 14 'church pew to their township and they didn't have room for it so she wondered if Parks & Rec would like it? Director Church replied "no".
- Sean Dunleavy stated that Oceola Township is putting in 72 more paved parking spaces, a 20'x30' pavilion and they are updating the Oceola Center with plumbing, electrical and are making it ADA compliant.
- Sean stated that Oceola is going to hire a part time, seasonal employee for yard maintenance and wondered if HAPRA would like to use the same employee for yard work. Director Church responded positively.

Next Meeting

The next regular meeting will be Tuesday, April 16, 2019 at 7 pm at the Bennett Center.

Motion to adjourn at 8:30 p.m. by Diana Lowe, supported by Jean Graham. **Motion carried 5-0.**

Approved

Date

Respectively Submitted by: Tammy L. Beal, Secretary

FISCAL YEAR 2018-19

MARION TOWNSHIP
FINANCIAL REPORT

Mar-19

GENERAL FUND CHECKING

Previous Balance	\$	661,602.15
Receipts	\$	173,329.29
Interest		

	\$	834,931.44
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Expenditures	\$	90,689.29
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Balance	\$	744,242.15
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CEMETERY FUND

Previous Balance	\$	6,121.62
Receipts	\$	500.00
Interest		

	\$	6,621.62
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Expenditures	\$	-
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Balance	\$	6,621.62
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PARKS & RECREATION FUND

Previous Balance	\$	13,237.99
Receipts	\$	350.00
Interest		

	\$	13,587.99
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Expenditures	\$	-
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Balance	\$	13,587.99
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WATER - NEW USER

Previous Balance	\$	400,642.41
Receipts	\$	712.72
Interest		

	\$	401,355.13
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Expenditures	\$	7,000.00
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Balance	\$	394,355.13
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SEWER OPERATING & MANAGEMT

Previous Balance	\$	114,873.99
Receipts	\$	38,162.79
Interest		

	\$	153,036.78
Expenditures	\$	42,330.24

Balance	\$	110,706.54

SEWER - NEW USER

Previous Balance	\$	2,697,762.94
Receipts	\$	507.91
Interest		

	\$	2,698,270.85
Expenditures	\$	-

Balance	\$	2,698,270.85

SPEC ASSESS. FUND

Previous Balance	\$	199,859.92
Receipts	\$	1,197.18
Interest		

	\$	201,057.10
Expenditures	\$	1,850.00

Balance	\$	199,207.10

SUMMARY TOTALS

General Fund	\$	744,242.15
Cemetery Fund	\$	6,621.62
Parks & Rec Capital Chkg Acct	\$	13,587.99
Water - New User	\$	394,355.13
Sewer Operating & Management	\$	110,706.54
Sewer - New User	\$	2,698,270.85
Special Assess. Fund	\$	199,207.10

TOTAL	\$	4,166,991.38

**#101 General Fund
Account QuickReport
As of March 31, 2019**

04/04/19

Date	Num	Name	Memo	Amount
001 - CASH - GENERAL - FNB				
03/04/2019	REDEP 2...		REMOTE DEPOSIT FEE	-600.00
03/05/2019	10403	FIRST IMPRESSION	INVOICE #72374 - BARBARA HAMANN NAME ...	-32.00
03/05/2019	10404	Culligan of Ann Arbor	ACCOUNT 760611 / INVOICE# 521980	-25.95
03/05/2019	10405	MICHAEL J. KEHOE, P.C.	INVOICE# 2819, 2820, 2821, 2822, 2823	-1,082.33
03/05/2019	10406	APEX SOFTWARE	ACCOUNT# 118924 / INVOICE# 304119	-575.00
03/05/2019	10407	Quill	INVOICE# 5269606 / TWO BOXS COPY PAPER	-59.98
03/05/2019	10408	Karen Hawkins	FEBRUARY 2019 MILEAGE AND EXPENSES	-287.70
03/05/2019	10409	Duane Stokes	FEBRUARY 2019 MILEAGE	-55.68
03/05/2019	10410	DAVID HAMANN	FEBRUARY 2019 MILEAGE	-61.48
03/05/2019	10411	Loreen Judson	FEBRUARY 2019 MILEAGE	-94.02
03/05/2019			Deposit	1,058.00
03/06/2019			Deposit	200.00
03/06/2019			Deposit	200.00
03/07/2019	10397	VOYA Institutional Trust	FEBRUARY 2019 PAYROLL	-400.00
03/07/2019	10398	Marion Township Delinquent Tax Fund	PP Tax - Dan Lowe / 39th INSTALLMENT	-200.00
03/07/2019	10399	Marion Township Flex Fund	FEBRUARY 2019 PAYROLL	-2,005.32
03/07/2019	10400	ALERUS PAYMENT SOLUTIONS	VOID: FEBRUARY 2019 PAYROLL / PLAN ID 6...	0.00
03/07/2019	10401	ALERUS PAYMENT SOLUTIONS	VOID: FEBRUARY 2019 PAYROLL / PLAN ID 6...	0.00
03/07/2019	10402	ALERUS PAYMENT SOLUTIONS	FEBRUARY 2019 PAYROLL / PLAN ID 628233 ...	-3,336.63
03/07/2019	4653BAD	JESSICA S. TIMBERLAKE	FEBRUARY 2019 PAYROLL - ORIGINAL CHE...	-2,097.76
03/07/2019	4654DD	GAIL A. BURLINGAME	FEBRUARY 2019 PAYROLL	-2,504.70
03/07/2019	4655BAD	KITSEY A. RENNELLS	FEBRUARY 2019 PAYROLL - ORIGINAL CHE...	-2,005.13
03/07/2019	4656DD	DUANE M. STOKES	FEBRUARY 2019 PAYROLL	-2,888.20
03/07/2019	4657DD	SANDRA J. LONGSTREET	FEBRUARY 2019 PAYROLL	-1,915.62
03/07/2019	4658BAD	LESLIE D. ANDERSEN	VOID: FEBRUARY 2019 PAYROLL - ORIGINA...	0.00
03/07/2019	4659DD	GREGORY L. DURBIN	FEBRUARY 2019 PAYROLL	-1,059.73
03/07/2019	4661XXX	DANIEL F. LOWE	FEBRUARY 2019 PAYROLL	-369.49
03/07/2019	4662XXX	LARRY J. FILLINGER	FEBRUARY 2019 PAYROLL	-73.88
03/07/2019	4663XXX	EDMUND J. GALUBENSKY	FEBRUARY 2019 PAYROLL	-73.88
03/07/2019	4664DD	LAWRENCE W. GRUNN	FEBRUARY 2019 PAYROLL	-202.62
03/07/2019	4665DD	LINDA M. MANSON-DEMPSEY	FEBRUARY 2019 PAYROLL	0.00
03/07/2019	4666DD	DAVE HAMANN	FEBRUARY 2019 PAYROLL	-2,393.47
03/07/2019	4667XXX	JAMES L. ANDERSON JR.	FEBRUARY 2019 PAYROLL	-70.48
03/07/2019	4668XXX	BRUCE V. POWELSON	FEBRUARY 2019 PAYROLL	-73.88
03/07/2019	4669DD	ROBERT W. HANVEY	FEBRUARY 2019 PAYROLL	-3,569.69
03/07/2019	4670BAD	KAREN D. HAWKINS	FEBRUARY 2019 PAYROLL - ORIGINAL CHE...	-1,898.37
03/07/2019	4671BAD	LOREEN B. JUDSON	FEBRUARY 2019 PAYROLL - ORIGINAL CHE...	-3,674.82
03/07/2019	4672DD	THOMAS A. LLOYD	FEBRUARY 2019 PAYROLL	-456.08
03/07/2019	4673XXX	CHERYL A. RANGE	FEBRUARY 2019 PAYROLL	-73.88
03/07/2019	FEB19 TAX		TOTAL TAXES - FEBRUARY 2019 PAYROLL - ...	-9,344.71
03/07/2019	JAN19 C...		CREDITED PAYCHEX FEE FOR JANUARY 20...	288.34
03/07/2019	FEB19 FEE		PAYCHEX FEE - FEBRUARY 2019 PAYROLL	-283.84
03/07/2019	4652BAD	TAMMY L. BEAL	FEBRUARY 2019 PAYROLL - ORIGINAL CHE...	-2,673.89
03/07/2019	4675FIX	JESSICA S. TIMBERLAKE	FEBRUARY 2019 PAYROLL - CORRECTED C...	-2,035.28
03/07/2019	4676FIX	KITSEY A. RENNELLS	FEBRUARY 2019 PAYROLL - CORRECTED C...	-2,054.14
03/07/2019	4677XXX	LESLIE D. ANDERSEN	FEBRUARY 2019 PAYROLL - CORRECTED C...	-379.93
03/07/2019	4678XXX	SCOTT R. LLOYD	FEBRUARY 2019 PAYROLL - CORRECTED C...	-232.66
03/07/2019	4679FIX	KAREN D. HAWKINS	FEBRUARY 2019 PAYROLL - CORRECTED C...	-2,001.16
03/07/2019	4680FIX	LOREEN B. JUDSON	FEBRUARY 2019 PAYROLL - CORRECTED C...	-3,579.94
03/07/2019	FEB19 T...		TOTAL TAXES - FEBRUARY 2019 PAYROLL- ...	-3,988.41
03/07/2019	ATT- MA...		ATT CELL TOWER LEASE PAYMENT MARCH...	2,281.31
03/07/2019	FEB19 PAY		FEBRUARY 2019 PAYROLL- WAITING TO FIN...	-30.00
03/07/2019	10412	Charter Communications	ACCOUNT 8245124870024359 / MARCH 2019	-404.54
03/07/2019	10413	ALCHIN'S DISPOSAL INC	ACCOUNT# 178430 INVOICE# 92003061 - 2019	-408.22
03/07/2019	10414	ALCHIN'S DISPOSAL INC	ACCOUNT# 388465 INVOICE# 93100014 - RE...	-1,840.00
03/07/2019			Deposit	148,155.50
03/07/2019	4660BAD	SCOTT R. LLOYD	VOID: FEBRUARY 2019 PAYROLL - ORIGINA...	0.00
03/07/2019	FEB19 BAD		VOIDING TAXES FOR ORIGINAL INCORRECT...	4,384.93
03/07/2019	4674BAD2	TAMMY L. BEAL	FEBRUARY 2019 PAYROLL- 1ST CORRECTE...	-2,464.61
03/07/2019	FEB19 BAD		VOIDING ORIGINAL INCORRECT CHECKS #1...	12,349.97
03/07/2019	4681BAD2b	TAMMY L. BEAL	FEBRUARY 2019 PAYROLL - 1ST CORRECTE...	-154.17
03/07/2019	FEB19 B...		VOID TAMMY 2ND CHECK# 4681BAD2b	154.17
03/07/2019	4682FIX2	TAMMY L. BEAL	FEBRUARY 2019 PAYROLL - 2ND CORRECT...	-2,597.79
03/07/2019	FEB19 B...		VOID TAMMY'S 2ND CHECK# 4674BAD2 - FE...	2,464.61
03/07/2019	FEB19 B...		TAXES FOR TAMMYS 2ND INCORRECT CHE...	-34.22
03/08/2019	FEB19 B...		VOID TAXES FOR TAMMYS 2ND INCORRECT...	34.22
03/08/2019	FEB19 T...		TAXES - FEBRUARY 2019 PAYROLL	-55.21

**#101 General Fund
Account QuickReport
As of March 31, 2019**

04/04/19

Date	Num	Name	Memo	Amount
03/11/2019			Deposit	100.00
03/13/2019	10415	DTE ENERGY	ACCOUNT# 9100 104 3211 0 / 2/1/2019 - 3/1/2...	-391.05
03/13/2019	10416	Michigan.com	ACCOUNT# 115165 / INVOICE# 0002314031	-563.07
03/13/2019	10417	NEOFUNDS BY NEOPOST	ACCOUNT # 7900044449626229 / 2/13, 2/19, 2...	-1,287.00
03/13/2019	10418	LIV CO TREASURER	Drains	-7,833.85
03/14/2019			Deposit	608.24
03/18/2019	10419	Shirley Piesko	Hall Rental Refund 3-16-2019	-100.00
03/19/2019			Deposit	300.00
03/20/2019	10420	Southeastern Shower Door & Mirror Inc	INVOICE# 2511 - FIXED LOCK ON SIDE HALL ...	-125.00
03/20/2019	10421	CARLISLE/WORTMAN, Inc.	INVOICE# 2151845, 2151846, 2151847	-1,676.05
03/20/2019	10422	CARLISLE/WORTMAN, Inc.	INVOICE# 2151184, 2151186	-1,340.00
03/20/2019	10423	B&L Services	SNOW PLOW SERVICES 2-26-2019, 2-27-201...	-510.00
03/21/2019			Deposit	425.00
03/25/2019	10424	Applied Imaging Systems Inc.	INVOICE# 1305786	-427.33
03/25/2019	10425	Colonial Life	BCN# E4270229 / INVOICE# 4270229-0201597	-265.83
03/25/2019	10426	CONSUMERS ENERGY	ACCOUNT 100019742632 / SERVICE DATES: ...	-325.00
03/25/2019	10427	Spicer Group Inc	INVOICE # 195308Services thru 2-23-2019	-3,387.50
03/26/2019	10428	Blue Cross Blue Shield of Michigan	GROUP 007017906710 / COVERAGE 3-15-20...	-14,224.68
03/27/2019	10429	PNC Bank	MARCH 2019 EXPENSES	-202.60
03/27/2019	10430	PNC Bank	MARCH - APRIL 2019 EXPENSES (PRE-PAYI...	-268.79
03/28/2019	10431	Tammy Beal	FEBRUARY & MARCH 2019 EXPENSES & MIL...	-413.20
03/28/2019	10432	DAVID HAMANN	MARCH 2019 MILEAGE	-50.46
03/28/2019	10433	Duane Stokes	VOID; MARCH 2019 MILEAGE	0.00
03/28/2019	10434	Bruce Powelson	MARCH 2019 LUNCH STIPEND	-25.00
03/28/2019	10435	Larry Grunn	MARCH 2019 LUNCH STIPEND	-25.00
03/28/2019	10436	CHERYL RANGE	MARCH 2019 MILEAGE & LUNCH STIPEND	-52.84
03/28/2019	10437	Duane Stokes	MARCH 2019 MILEAGE	-27.84
03/28/2019			Deposit	325.00
Total 001 · CASH - GENERAL - FNB				71,026.71
TOTAL				71,026.71

COMPLAINT LOG

Complaint #	Complainant Name	Offender Name	Complaint Details	Action Taken	Date Violation	Show Cause Date	Resolved
#01-19	Kim Zimmerman 1660 Sexton	Brandt Patterson 1550 Sexton	Junk on the porch	Ltr sent 4/2/19			

2018 ZONING REPORT

	'JAN	'FEB	'MARCH	'APRIL	'MAY	'JUNE	'JULY	'AUG	'SEPT	'OCT	'NOV	'DEC	TOTAL
Homes	5	2	9										16
Condo Units													0
Accessory Bldgs.	4	1											5
Decks		2	1										3
Pools		1	2										3
Additions	1												1
Land Balancing													0
Other			1										1
TOTAL LAND USES	10	6	13	0	0	0	0	0	0	0	0	0	29
Waivers	3	4	3										10
Finals	8	4	14										26
Site Plans													0
Pre-Planning Meetings			1										1

MEMO

To: Marion Township Board
From: Bob Hanvey
Subject: Hometown Village Phase III draft purchase agreement
Date: April 11, 2019

Attached is an updated version of a draft purchase agreement from Westview Capital (Allen Edwin) to purchase Hometown Village Phase III.

For now I would like to know what other information the Board needs to evaluate this offer. This is the property we purchased at tax sale in 2009.

We should probably split the parcel to remove the area covered by the water tower easements. This would leave about 24 acres to be sold.

The sewer REUs have been paid in full and there is only one payment left on the water REUs.

LAND PURCHASE AGREEMENT

This LAND PURCHASE AGREEMENT (this “Agreement”) is made _____, 2019, by and between Westview Capital, LLC, a Michigan limited liability company of 2186 E. Centre St. Portage, MI 49002 (“Purchaser”) and Marion Township of 2877 W. Coon Lake Rd., Howell, MI 48843 (“Seller”) as follows:

BACKGROUND

Seller desires to sell, and Purchaser desires to purchase vacant land located in Marion Township, Livingston County, Michigan, (the “Land”).

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. Land. Seller agrees to sell and Purchaser agrees to purchase vacant land located in Marion Township, Livingston County, State of Michigan, as described on Exhibit “A” (the “Land”), commonly referred to as Phase 3 of Hometown Village. Exhibit A contains the legal description of the Land.

2. Purchase Price. The Purchase Price shall be Two Hundred Ten Thousand Dollars (\$210,000.00).

The Purchase Price shall be delivered at Closing in immediately available funds subject to the terms and conditions stated in this Agreement. The Purchaser’s obligations under this Agreement are not contingent upon financing.

3. Investigation Period; Entitlement Extension. The “Investigation Period” shall expire three(3) months following the date this Land Purchase Agreement has been executed by both parties (the “Effective date”). During the Investigation Period, Purchaser shall have the right to have the Land inspected, surveyed, evaluated, analyzed, tested, appraised and/or assessed for any matter whatsoever, including but not limited to, market value; soil conditions; location of flood plains; presence of wetland and necessary mitigation, if any; storm water drainage systems; presence of environmental contamination; health and safety conditions; access to utilities; access to public roads; zoning; compliance with laws, codes and ordinances and any other matter desired by Purchaser. Purchaser also shall attempt to negotiate any necessary variances, easement, and approvals as may be required from the existing Hometown Village homeowners association. Seller hereby grants Purchaser and Purchaser’s agents, employees, representatives, consultants, and contractors a nonexclusive license during the term of this Agreement, to enter and have access to the Land for purposes of having such investigations performed and the right to discuss the Land and the conditions related thereto with governmental authorities. Also, during the Investigation Period, Purchaser shall diligently and in good faith pursue entitlement of the land as a single family residential site condominium community; in the event Purchaser has pursued such approvals in a diligent manner, and one or more requisite approvals have not been obtained, Purchaser may extend this period for up to twelve (12) additional months by paying a non-refundable fee (the “Extension Fees”) of three thousand dollars (\$3,000.00) per month. The Extension Fees shall be applied to the Purchase Price.

4. Payment of Property Taxes. The property is tax exempt.
5. Closing Deadline; Schedule. The parties agree to Schedule a closing at the earliest possible time following the end of the Investigation Period, but in no event later than five (5) business days following the end of the Investigation Period.
6. Seller's Closing Deliverables. At the Closing, Seller shall deliver to the Purchaser, the following items, which shall be in a form and substance satisfactory to Purchaser:
 - A. A Warranty Deed conveying to Purchaser title to the Land, executed and acknowledged by Seller in recordable form;
 - B. An ALTA fee owner's policy of title insurance or equivalent coverage from a title insurance company that is acceptable to Purchaser (the "Title Policy") in an amount not less than the Purchase Price insuring Purchaser as owner of fee simple, indefeasible title to the Land without standard exceptions, and subject only to the following permitted exceptions (the "Permitted Exceptions"): (1) the lien of ad valorem property taxes not yet due and payable, (2) utility easements serving the Land, (3) other matters described in Section 9 and 10, (4) any matter arising as a result of any act or omission of Purchaser; and (4) such other matters that are not objected to by Purchaser.
 - C. Such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Seller.
7. Purchaser's Closing Deliverables. At Closing, Purchaser shall deliver to Seller, the Purchase Price and such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Purchaser.
8. Closing Costs and Prorations. Seller shall pay or reimburse Purchaser for (i) all transfer and/or conveyance taxes, if any, assessed in connection with the Closing, (ii) the premium for the Title Policy, (iii) one half (1/2) of any closing fee charged by the title company in connection with this transaction, and (iv) any assessments (sewer or otherwise) that currently exist against the Land. Seller shall be responsible for and pay all past due real estate taxes and assessments at or prior to Closing. This obligation shall survive the Closing. Other regular and customary costs and expenses related to the Land shall also be prorated based on the date of Closing.
9. Title. Purchaser shall order a commitment for an owner's policy of title insurance from Devon Title Agency (the "Title Policy") within ten (10) days of the date of this Agreement. After Purchaser has received both the title commitment and the Survey described in Section 10 below (if obtained), both in a form satisfactory to Purchaser, the Purchaser shall deliver written notice of any objections Purchaser has to the title commitment within five (5) business days. Seller shall have five (5) business days from receipt of such notice of objections to provide written notice to Purchaser as to whether Seller will cure such objections at or before Closing.
10. Survey. Within ten (10) days of the date of this Agreement, Purchaser may order a new ALTA survey (the "Survey") of the Land, showing the legal description of the Land, any

boundary encroachments that may impact the Land, all easements affecting the Land and such other matters desired by Purchaser.

11. Environmental Matters. Purchaser may, at its expense, conduct such environmental site evaluations of the Land as it deems appropriate including, without limitation, a Phase I and Phase II environmental site assessment and/or a Baseline Environmental Assessment (collectively, the "Site Investigation Reports").

12. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser that to the best of Seller's knowledge, as of the date hereof and on the date of Closing, which representations and warranties shall survive Closing, but without additional investigation by Seller:

A. Seller has the right, power and authority to enter into this Agreement and to sell the Land in accordance with the terms hereof, and Seller has granted no option or right of first refusal to any other person or entity to purchase the Land and has not entered into any contract to sell the Land as of the date of the Agreement. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.

B. Except as set forth in the Site Investigation Report, seller has not received any notice of, and has no knowledge of, existing violations on the Land or any portion thereof of any zoning, building, fire, health, pollution, environmental protection, hazardous or toxic substance or waste disposal law or ordinance.

C. At the Closing, there will be no parties in possession of the Land or entitled to possession thereof other than Seller. There will be no leases, agreements, options or other instruments or agreements in effect with respect to the Land.

D. There are no existing or pending condemnations or sales in lieu thereof with respect to the Land, or any part thereof, nor have any such actions, suits, proceedings or claims been threatened or asserted.

E. Seller has the right to, and will convey to, Purchaser the Property pursuant to the Warranty Deed.

F. All general real estate related property taxes and assessments shall have been paid when due. There are no delinquent assessments.

G. There is no litigation, proceeding or investigation pending or, to Seller's knowledge, threatened against or involving Seller or the Land, and Seller does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on Purchaser or Purchaser's title to or use of the Land, either before or after Closing.

H. All federal, state and local real estate, personal property and other taxes relating to the Land (other than those not currently due and payable) shall be properly paid on or before the Closing. Seller has not received any notice of assessment or proposed assessment in connection with the Land.

I. Seller is not a "foreign person" as that term is defined in section 1445 of the Internal Revenue Code of 1986, as amended.

J. To the best of Seller's knowledge, absent any independent testing or investigation, except as set forth in the Site Investigation Reports, the Land and Seller: (i) are in full compliance with all requirements of federal, state and local environmental, health or safety laws, regulations and administrative or judicial decrees, as amended (the "Environmental Laws").

K. With the exception of the documents provided to the Purchaser, there are no reports, studies, appraisals, engineering reports, correspondence, agreements with governmental authorities, wetland studies or reports, flood plain studies or reports and/or other written information related to the Land of which Seller is aware or that are in Seller's possession or control.

13. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller, which representations and warranties shall survive Closing, that as of the date hereof, and on the date of Closing:

A. Purchaser has the full power and authority to execute, deliver and perform this Agreement and all of Purchaser's obligations under this Agreement; and

B. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto.

14. Indemnification. To the extent permitted by law, Seller agrees to indemnify and hold Purchaser and its managers, members, and successors and assigns and their members, managers and representatives (the "Purchaser Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and reasonable attorney's fees for matters (i) arising or accruing prior to the Closing and which are in any way related to the ownership, maintenance, or operation of the Land; and/or (ii) arising from or related to the inaccuracy or breach of any of Seller's representations and warranties. Purchaser agrees to indemnify and hold Seller and its managers, members, and successors and assigns and their members, managers and representatives (the "Seller Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and reasonable attorney's fees for matters (i) arising or accruing after the Closing and which are in any way related to Purchaser's ownership, maintenance, or operation of the Land; and/or (ii) arising out of Purchaser's activities conducted under Paragraph 3 of this Agreement; and/or (iii) arising from or related to the inaccuracy or breach of any of Purchaser's representations and warranties. It is expressly stipulated and agreed that the provisions of this Section shall survive the Closing.

15. Default and Remedies.

A. Purchaser's Default; Seller's Remedy. If the Purchaser fails to close on the purchase of the Land, Seller may, as its sole and exclusive remedy terminate this Agreement by giving an appropriate Notice of Default as provided below.

B. Seller's Default; Purchaser's Remedies. In the event Seller fails to timely perform any material act, or provide any material document or information required to be provided by Seller, or in the event any Representation and Warranty made by Seller pursuant to this Agreement is untrue when made, then Purchaser shall be entitled to either (i) terminate this Agreement, and seek Purchaser's actual damages arising from Seller's breach; or (ii) seek specific performance of this Agreement, and seek Purchaser's actual damages provided, however, there will be no specific performance if Seller's failure to close is caused by its inability to clear a title exception, and in such even Purchasers' damages will be limited to its direct out-of-pocket costs for entering into this Agreement.

C. Notice of Default. In the event either party declares the other to be in default, such declaration shall be in writing, with an outline of the actions required to cure such default. The recipient of such notice of default shall have 30 days to cure the alleged default.

16. Attorneys' Fees. The prevailing party in any legal proceeding brought under or with relation to this Agreement or transaction shall be entitled to recover court costs, reasonable attorneys' fees and all other litigation expenses from the non-prevailing party.

17. Sale and Assignment of Agreement. Purchaser shall have the right to assign all of its rights and delegate all of its obligations under this Agreement to either an existing or a newly created LLC owned by affiliates or principals of Purchaser and others, and managed by principals of Purchaser, provided however, that no assignment shall operate as a release of the Purchaser. Except as otherwise set forth above, neither party may assign its rights or delegate its obligations under this Agreement without the consent of the other party, which consent may be withheld in such other party's sole discretion.

18. Confidentiality. The parties hereto agree to keep the terms and provisions of this Agreement strictly confidential with the exception of disclosures to their respective attorneys, financial consultants, lenders, investors and other persons or entities as required by law necessary for consummation of this Agreement and for Purchaser's purposes as provided above.

19. Miscellaneous.

A. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

B. This Agreement shall be governed by and construed under the laws of the state of Michigan.

C. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the conveyance of the Land and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.

D. All notices, payments, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served effective on the second (2nd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or when sent by private courier

service for same-day delivery or one day after being sent by private courier service for next-day delivery. Notices shall be sent to the respective addresses set forth below:

To Seller: Marion Township
Attn: Robert Hanvey, Supervisor
2877 W. Coon Lake Rd.
Howell, MI 48843

To Purchaser: Westview Capital, L.L.C.
Attention: James E. Sanderson
2186 East Centre St.
Portage, Michigan 49002

With a copy to: AEG Development L.L.C.
Attention: Scott E. Sanderson
2186 E. Centre St.
Portage, Michigan 49002

E. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

F. Seller and Purchaser shall be responsible for any compensation owing to any broker or consultant that they created in connection with the transaction contemplated by this Agreement and the party creating any such obligation agrees to indemnify and hold the other party harmless against any and all liability, loss, cost, damage and expense (including, but not limited to, attorneys' fees and costs of litigation) that the other party shall ever suffer or incur because of any claim by any such broker or consultant. These obligations will survive closing or termination of this Agreement.

G. Seller agrees to special assess for municipal water and sewer service at the current rates over a Twenty (20) year period commencing at the time a Certificate of Occupancy is issued for each unit with any assessments remaining assumable by the homeowner when a single-family residence is sold on one of the units.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:

Marion Township

By: _____

Its:

PURCHASER: Westview Capital, LLC

By: _____

Thomas M. Larabel

Its: Vice President

EXHIBIT A

Commonly Referred to as Hometown Village Phase 3.
Parcel Number: 4710-11-200-018

Legal Description of Land :

Bob Hanvey

From: Mike Murphy <MMurphy@livgov.com>
Sent: Thursday, April 04, 2019 4:19 PM
To: Bob Hanvey (supervisor@mariontownship.com)
Subject: Denim and Diamonds

Bob,

As you know I am on the board of directors at LACASA. For the past 3 or 4 years they have had a fundraising event at Cross W Ranch on D-19. I know there is an ongoing legal issue concerning this venue and them having events there. Given the delicate nature, public perception, etc... We do not want to hold another event there, until these issues are resolved. I reached out to Steven Bearden and explained the situation to him. He and Gwen (CFR Holdings LLC, 3300 County Farm Rd) have agreed to host this event for LACASA this year. (They actually hosted it 2 years in a row about 5 or 6 years ago) The date is Saturday October 19th by the way. I know this is a long way out, but LACASA is starting to do its marketing for the year and would like to include the venue when it announces the event.

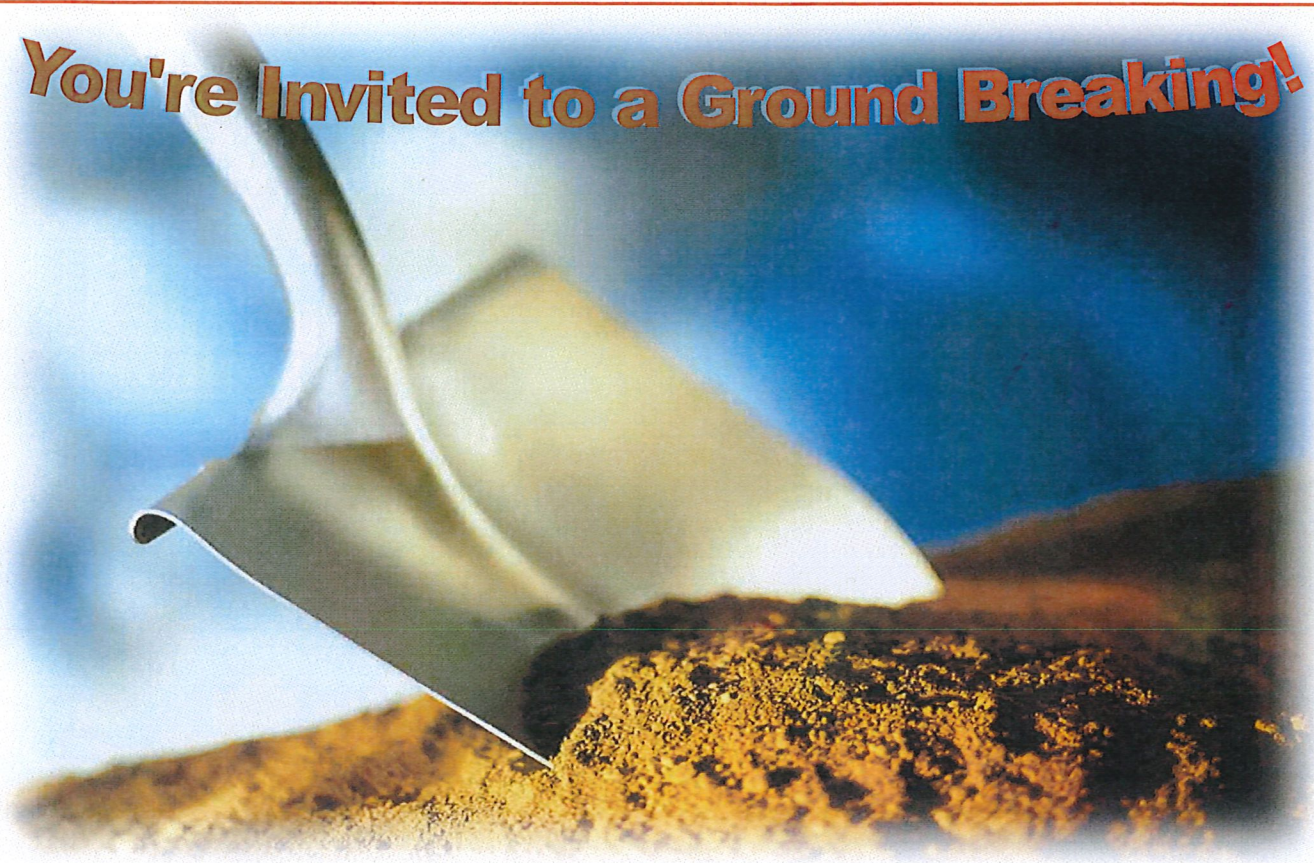
The purpose of this email is simply to take the temperature of the board and see if there is going to be opposition to this location. (police and fire will be on site, as in all the past years) If there is, we will move on as we have other options. If there is not, we will start the ball rolling and in the meantime we can publicize.

Thanks for the consideration and doing things a little backwards. I know this is not normal, but it fits me, a little abnormal and backwards. Lol

Have a great day, I look forward to your feedback

In God We Trust
Sheriff Mike Murphy
150 S. Highlander Way
Howell, MI 48843
517.540.7932
FBINA #217

You're Invited to a Ground Breaking!



**Please join
Livingston County Board of Commissioners
and the Parks & Open Space Advisory Committee
to break ground and celebrate the start of
construction at Livingston County's
Fillmore County Park**

**Where: NE corner of Kellogg and McClements Roads,
Genoa Township**

When: April 30, 2019

Time: 5:30 p.m.

***For further information contact Livingston County Planning
Department at: (517) 546-7555***



MICHIGAN TOWNSHIPS ASSOCIATION

**LIVINGSTON COUNTY CHAPTER
MEETING**

TUESDAY, APRIL 30, 2019

BRIGHTON CHAMBER OF COMMERCE

218 E. Grand River, Brighton, MI 48116

TOPIC: RECREATIONAL MARIJUANA

Pizza and Beverages Served at 6:30 p.m.

Program Begins 7:00 p.m.

Guest Panelists Include:

Prosecutor William Vaillencourt

Representative from the Livingston Co. Sheriff Dept.

Jeff Boyd from Livingston Co. EMS

Fehey, Schultz, Burzych, Rhodes PLC Attorney Matt Kuschel

Cleaning Up Safely After Disaster Strikes

Springtime in Michigan brings hope of warmer days ahead, but it can also bring severe weather. Thunderstorms, tornadoes, and floods can cause damage to your home and the surrounding area. Each event poses its own clean up challenges. Read on to learn how to stay safe during clean up.

Severe Weather Clean Up Safety

Tornadoes, severe thunderstorms, and high winds are capable of leaving debris and damaged structures in their wake. Power lines, gas lines, and electrical systems are often damaged. This increases risk of fire, electrocution, or explosion. Other risks after a tornado are stepping on nails and falling objects.

Before you begin clean-up of your home after severe weather, shut off the electrical power, natural gas, or propane. You should wear sturdy shoes or boots, long sleeves, and gloves. Do not touch downed power lines or objects that are in contact with downed power lines. Use caution when entering your home as the structure may be damaged. Look out for nails, falling objects and heavy, rolling objects. If it is dark, use a flashlight, not a candle or torch as these can put you at risk of a fire or explosion. Take care to clean up any spilled medicines, drugs, flammable liquids, and other potentially hazardous materials.

If you smell gas, notify the gas company or police and fire departments. Do not turn on lights, light matches, smoke, or do anything that could cause a spark. Do not return to your home until you are told that it is safe.

Flood Clean Up Safety

Floods put your home at risk of mold and sewage contamination. Before you enter your home to begin clean up after a flood, turn off the power. If you can turn off the power from a dry location it is ok to do so yourself. If you cannot get to the power switch without going through water, call an electrician to turn off the power. Do not turn it off yourself.

If your home has been closed up for a few days, assume that your house has mold. Before you begin clean up, open all doors and windows then exit your home and allow it to air out for at least 30 minutes before reentering. It is best to clean up during the day. If you must enter your home after dark, use a flashlight for light. Remember never to use electric power tools while standing in water. For tips on how to safely clean mold, see page two of this newsletter.

Food & Water Safety

After a disaster like a tornado or flood, your food and water may no longer be safe to eat or drink. Throw away any food that may have come into contact with flood or storm water. If you lost power, throw away any food that wasn't refrigerated properly. Throw away any food that has an unusual smell, color, or texture. Remember, even if food looks or smells fine, it could still be unsafe and make you and your family sick.

Water may also be contaminated. If you have a well in an area that experienced flooding, thoroughly flush your well by running water through an outside hose and then get your water tested for bacteria before you use it. Feel free to contact LCHD to consult about other possible tests to perform. A list of our local drinking water laboratories can be found here:
<https://www.livgov.com/health/eh/Pages/wells.aspx>.



Tick and Mosquito Identification

This summer, the Environmental Health Division is participating in the Vector Borne Disease Surveillance and Prevention Program. This is a grant funded program. It is led by the Michigan Department of Health and Human Services.

Certain mosquito species can spread mosquito-borne illnesses. Additionally, some ticks can spread Lyme disease and other diseases. The program will work to identify populations of these mosquitoes and ticks. Mosquito traps will be set up at a minimum of five locations. And tick drags will take place at a minimum of two locations. Educational outreach and press releases will inform the community of project activities. Coordinated vector control and prevention efforts will take place throughout the county.

Mold Clean Up

When mold is in a home, it is usually because there is a source of moisture. Prevent or control mold growth by controlling indoor moisture. If you have a mold problem, your first step is to fix the water problem. To clean up the mold, follow the directions from the Michigan Department of Health and Human Services (MDHHS) below.

You will need:

- Long rubber gloves
- Goggles without holes or air vents
- N-95 mask (can purchase at a local home improvement store)
- 1 measuring cup
- 2 buckets that are gallon sized or larger
- 2 sponges or rags
- Water
- Household bleach

Before you start, open windows or use fans to blow clean air from other rooms. To make your mold cleaning mixture:

- Put on the rubber gloves, goggles, and mask.
- Mix 1 cup of bleach with 1 gallon of water in one bucket and add one sponge or rag.
- Fill the second bucket with water only and the other sponge or rag.

To clean the moldy surface or object:

- Apply the mold cleaning mixture to the moldy object.
- Let soak for 10-15 minutes.
- Rinse with plain water.
- Dry everything well using towels or fans.
- Repeat if necessary.

For items like carpets or couches that have been wet for more than two days, you should throw them away as mold is most likely already growing. If they have been wet for less than two days and you do not see mold, soak up the water and dry as fast as possible.

Small things, like stuffed animals, should be washed in a washing machine on hot with laundry soap. Dry well. If you still see or smell mold, throw the item away. If you don't see or smell mold after cleaning the item, is probably okay to keep. For more mold cleaning tips, visit: <https://bit.ly/2Y8RHVZ>.

Sources: Livingston County. (n.d.). Mold. Retrieved from <https://www.livgov.com/health/eh/Pages/mold.aspx>

Michigan Department of Health and Human Services. (n.d.). Steps for cleaning mold. Retrieved from https://www.michigan.gov/documents/mdch/STEPS_FOR_CLEANING_MOLD_-_WEB_MDCH_473600_7.pdf



Salmonella in Live Poultry

This spring, Livingston County Health Department (LCHD) visited the Tractor Supply store in Howell as part of a surveillance effort lead by MDHHS to collect environmental samples from the bedding of baby chicks to test for Salmonella. Live baby poultry can carry Salmonella. When people handle the chicks and other birds, they can be exposed to the bacteria and become ill.

The testing will allow for identification of Salmonella strains in Livingston County. If Salmonella illness among residents is reported, the testing will aid in the investigation and follow-up care of cases.

To prevent Salmonella illness, which can be serious if not treated, take these precautions:

- Children under age 5, older adults, and people with compromised immune systems should not handle live poultry.
- Wash your hands with soap and water after touching poultry or their cages, coops, and bedding.
- Keep live poultry out of your home and kitchen.



LIVINGSTON COUNTY
Health Department

2300 East Grand River Avenue, Suite 102
Howell, MI 48843-7578

Environmental Health Services
517-546-9858

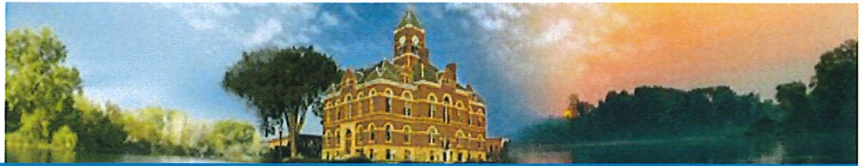
Personal and Preventive Health Services
517-546-9850

www.LCHD.org



Liv.Co UPDATE

Monthly News from the
Livingston County Commissioners



April 2019

Livingston County Board of Commissioners

District 1 - Kate Lawrence

District 2 - William Green

District 3 - Wes Nakagiri

District 4 - Douglas G.
Helzerman

District 5 - Donald S. Parker
(Board Chairman)

District 6 - Robert J. Bezotte

District 7 - Carol S. Griffith

District 8 - Dennis L. Dolan
(Board Vice-Chairman)

District 9 - Gary Childs

Monthly Meetings

4/3/2019 - Finance Committee at
7:30 AM

4/9/2019 - Full Board Meeting at
7:30 PM

4/10/2019 - Personnel
Committee at 8:00 AM

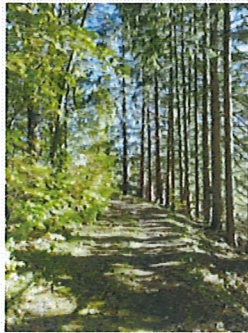
4/15/2019 - Infrastructure &
Development & Public Safety
at 7:30 PM

4/17/2019 - Finance Committee
at 7:30 AM

4/22/2019 - Full Board Meeting at
7:30 PM

"The mission of Livingston County is to be an effective and efficient steward in delivering quality 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."

Livingston County Parks & Open Space Plan



The Planning Department is looking forward to requesting the Board to approve the 2019-2023 Parks & Open Space Plan. The purpose of the Plan is to guide the parks, open spaces, and recreation decision-making of Livingston County government over the next five years. Public input was an important component the Planning Department depended on during the six month period of drafting the Plan. Goals for the next five years were created for the Parks & Open Space Advisory Committee, Lutz County Park, and Fillmore County Park. Some of the goals identified for the Parks & Open Space Advisory Committee include preserving environmentally sensitive areas when grant or other funding opportunities allow and building mutually beneficial relationships with local groups to improve, protect, and promote use of parts and open spaces county-wide. Some goals specific to Lutz County Park include promoting public awareness of the park and building mutually beneficial relationships with public and private park and recreation providers. Goals for Fillmore County Park include acquiring and maintaining park facilities and natural resources to provide high quality recreation and planning for future phases of development. You can take a look at the 2019-2023 Parks & Open Space Plan at: <https://www.livgov.com/parks/Pages/default.aspx>.

Tyrone Township Extends Contract For Law Enforcement

Tyrone Township has elected to extend their contract with the Livingston County Sheriff's Department for Law Enforcement Services. Tyrone extended their contract to run from April 1, 2019 through December 31, 2022. As part of the contract, Tyrone determined the number of hours of coverage. The agreed upon contract calls for 56 hours of dedicated law enforcement services, eight hours a day, seven days a week.

Resolutions Passed by the Board of Commissioners

- 1-year contracts with Livingston County Catholic Charities; Karen Bergbower & Associates, PC; Key Development Center, Inc.; and Complete Counseling Centers to provide substance abuse treatment services have been approved.
- The Board approved an increase in compensation for members of the Board of County Canvassers. The Per Diem rate for 4 hours or less per day will be \$40 and the Per Diem rate for over 4 hours a day will be \$70.
- A 3-year licensing agreement with Microsoft has been approved. This agreement will cover the upgrade, update, and support of the county's server and desktop applications.
- The Board has approved an agreement with the Michigan Indigent Defense Commission to have funding provided to comply with the Michigan Indigent Defense Act.
- Agreements with Nationwide and Empower to make changes to the county's 457 plan offerings that improve cost, services, and investment options have been approved.
- The Board Chair has signed a Letter of Understanding regarding initial wage scale step placement for a promoted sergeant.
- An agreement with Textron, Inc., granting temporary access to the vacant property of the County's West Complex for the monitoring of groundwater wells for a period of 2 years has been approved.
- Supplemental salaries for District Court Judges have been amended to be in compliance with MCL 600.8202(2) & (3)(b).
- 12 mobile data computers (MDC) and docking stations will be purchased out of available funds from the Homeland Security Grant Program & Law Enforcement Terrorism Prevention Program. These MDCs will be used for county and local law enforcement services.
- The county's Non-Union Sick Days Policy has been amended to remain in compliance with the Michigan Paid Medical Leave Act of 2018.
- The Board has declared the week of April 14th through April 20th, 2019 as National Public Safety Telecommunicators Week in honor of the men and women whose unswerving diligence keep our citizens safe.
- The Livingston County Clerk has submitted their 2018 Annual Report.

Pending Resolutions

- LETS will request revisions to their Vacation Policy, Sick Call-In Policy, and Vacant Position Policy to improve employee retention and prevent service disruptions.
- The Board will consider the County Clerk's request to change a position from a part-time Deputy Clerk to a full-time Deputy Courtroom Clerk.
- EMS will ask the Board to write-off 2015 aged receivables.
- Emergency Management will request authorization to purchase 12 mobile data computers (MDCs) for Livingston County Law Enforcement and 10 for Fire Services. Funds will come from the Homeland Security Grant Program and the Law Enforcement Terrorism Prevention Program.