

FINANCE COMMITTEE

AGENDA

September 9, 2020

7:30 AM

Zoom Virtual Meeting Room

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

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

Pages

1. CALL MEETING TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

4

Meeting Minutes Dated: August 19, 2020

4. TABLED ITEMS FROM PREVIOUS MEETINGS

4.1 Jail

8

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

5. APPROVAL OF AGENDA

6. CALL TO THE PUBLIC

7. REPORTS

7.1 2020 Budget - Level 2 - Department Requests

- a. Friend of the Court
- b. Circuit Court
- c. Juvenile Court & Child Care Fund
- d. Probate
- e. District Court
- f. Central Services & Court Grants

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Resolution Requesting Reallocation of Pension Assets

9. CLAIMS

Dated: September 9, 2020

10. PREAUTHORIZED

Dated: August 14 through September 3, 2020

11. CALL TO THE PUBLIC

12. CLOSED SESSION

Discuss Written Legal Opinion Pursuant to MCL 15.268(h)

13. ADJOURNMENT

FINANCE COMMITTEE

MEETING MINUTES

August 19, 2020, 7:30 a.m.

Zoom Virtual Meeting Room

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

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

Members Present Kate Lawrence, Douglas Helzerman, William Green, Wes Nakagiri,
Robert Bezotte, Carol Griffith, and Jay Gross

Members Absent Gary Childs

1. **CALL MEETING TO ORDER**

The meeting was called to order by Commissioner Lawrence at 7:30 a.m.

2. **ROLL CALL**

Indicated the presence of a quorum.

3. **APPROVAL OF MINUTES**

Meeting minutes dated: August 5, 2020

Moved by: D. Helzerman

Seconded by: C. Griffith

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (1): G. Childs

Motion Carried (7-0-1)

4. **TABLED ITEMS FROM PREVIOUS MEETINGS**

None.

5. **APPROVAL OF AGENDA**

Moved by: C. Griffith

Seconded by: D. Helzerman

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (1): G. Childs

Motion Carried (7-0-1)

6. CALL TO THE PUBLIC

None.

7. REPORTS

Commissioner Nakagiri provided a report from the Community Outreach Services Corporation Grant Subcommittee meeting held on Thursday, August 13th. Questions formulated by the CPA, Bredernitz, Wagner & Co., PC., were forwarded to Meals on Wheels personnel for a response. The Committee will be meeting again on Friday, August 21st at 11:00 a.m. to review their response.

7.1 Quarterly Financial Update

Cindy Catanach, Finance Officer, presented 2020 Budget status as of June 30, 2020. Reviewed General Fund Revenues and Expenditures, Contingency, and Special Revenue Funds.

8. RESOLUTIONS FOR CONSIDERATION

8.1 Fiscal Services

Resolution Authorizing a Second Quarter Budget Amendment to Fiscal-Year 2020

Cindy Catanach, Financial Officer, presented the resolution.

Moved by: C. Griffith

Seconded by: W. Green

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (1): G. Childs

Motion Carried (7-0-1)

8.2 Community Corrections

Resolution to Approve the Livingston County Community Corrections Advisory Board's Amended Bylaws

Megan Kerekes, Community Corrections Manager, presented the resolution.

Moved by: R. Bezotte

Seconded by: D. Helzerman

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (1): G. Childs

Motion Carried (7-0-1)

8.3 Sheriff

Resolution Authorizing the Sheriff Department and the County of Livingston to Apply for and Enter Into Contract with the State of Michigan, Office of Highway Safety Planning for Fiscal Year 2021 Secondary Road Patrol and Traffic Accident Prevention Program Grant

Sheriff Murphy presented the resolution.

Moved by: R. Bezotte

Seconded by: D. Helzerman

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (1): G. Childs

Motion Carried (7-0-1)

8.4 Jail

Resolution Approving Continuation of Inmate Educational Services Provided to Inmates of the Livingston County Jail

Sheriff Murphy presented the report.

Moved by: R. Bezotte

Seconded by: J. Gross

Yes (4): D. Helzerman, W. Green , R. Bezotte, and J. Gross

No (3): K. Lawrence , W. Nakagiri, and C. Griffith

Absent (1): G. Childs

Motion Carried (4-3-1)

8.5 Jail

Resolution Authorizing an Agreement with Inmate Calling Solutions for Inmate Phones

Sheriff Murphy presented the resolution.

Moved by: W. Green

Seconded by: R. Bezotte

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (1): G. Childs

Motion Carried (7-0-1)

9. ANNUAL REPORTS

9.1 Veterans' Services

Mary Durst, Department Director, presented the Department's Annual Report and answered questions from the Committee.

10. CLAIMS

Dated: August 19, 2020

Moved by: C. Griffith

Seconded by: J. Gross

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (1): G. Childs

Motion Carried (7-0-1)

11. PREAUTHORIZED

Dated: July 21 through August 13, 2020

Moved by: R. Bezotte

Seconded by: C. Griffith

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (1): G. Childs

Motion Carried (7-0-1)

12. CALL TO THE PUBLIC

None.

13. ADJOURNMENT

Motion to adjourn the meeting at 8:43 a.m.

Moved by: C. Griffith

Seconded by: D. Helzerman

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (1): G. Childs

Motion Carried (7-0-1)

Natalie Hunt, Recording Secretary

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

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

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

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

WHEREAS we have obtained quotes from local vendors, Justice Fence Co (\$24,235) and American Video Transfer (\$10,050) to complete this project which is an expansion of our existing fencing including underground boring and electrical work; and

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

WHEREAS, the total project is not expected to exceed \$37,000.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize the expansion of the fencing and securing of the Jail and Sheriff's Office as part of the CIP Sheriff's Office renovation project in an amount not to exceed \$37,000.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorizes the issuance of purchase orders to Justice Fence Co. in the amount of \$24,235 and American Video Transfer in the amount of \$10,050 and/or others, as needed for the expansion of the fencing and securing of the Jail and Sheriff's Office Building for a total project cost not to exceed \$37,000.

BE IT FURTHER RESOLVED that the Board authorize the Treasurer to transfer funds up to \$37,000 from Capital Replacement Fund 403 to General Fund Sheriff Jail for this project.

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MOVED:
SECONDED:
CARRIED:



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

(517) 546-2400

MEMORANDUM

DATE: 9-1-20

TO: Board of Commissioners

FROM: Lt. Eric J. Sanborn

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

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

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

As requested during the June 17, 2020 financing meeting we looked into competitively bidding this fencing part of this project. We solicited an updated bid from our current vendor, as well as others provided by the purchasing department. I was only able to secure one other vendor to bid from the purchasing department. I also reached out to another local vendor. They came out in July and I have not been able to get a formal quote from them since.

Justice Fence was able to lower their bid to \$24,235 based on the fact they were able to move a lot of the work in house instead of outsourcing. Therefore, it was under the threshold for the formalized bidding process. The other bid received was considerably higher and over the threshold amount.

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

The funding for this project is part of the approved CIP project for the renovation of the Sheriff's Office. The total project should not exceed \$37,000.

Attached are the updated quotes.

Respectfully submitted,

Lt. Eric J Sanborn



6/18/20

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

SUBJECT: Operator and Fencing

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

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

Total \$24,235

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

ACCEPTANCE OF PROPOSAL:

Signature: _____ Date: _____

Sincerely,

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

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



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



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

Low Price High Price

\$ 8,500.00 \$ 10,050.00

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

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

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

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



March 5, 2020

Revised March 6, 2020 – reduced scope of work

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

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

Dear Mr. Eckman:

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

Demolition

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

Directional Drilling

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

Hand Hole

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

BASE BID: \$4,400.00

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

The above work would be performed with the following assumptions.

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

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

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

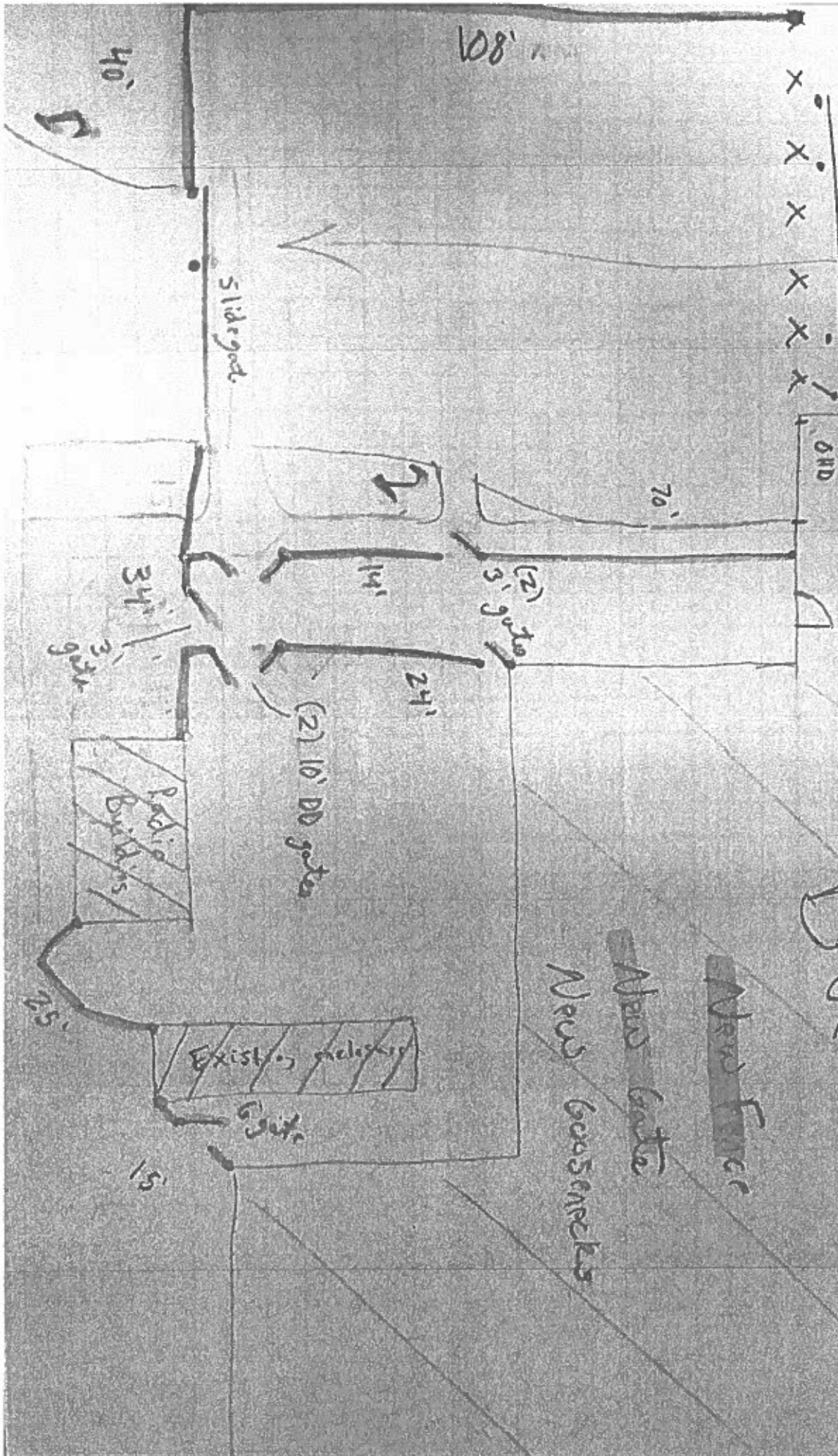
Accurate Construction Services, LLC

American Video Transfer, Inc.

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

Name/Title Date

Jail / Office Building





Safety & Security Solution Proposal

Livingston county

150 S Highlander Way
Howell, MI 5175465445

July 17, 2020

Eric Sanborn

Vehicle Sallyport

Proposal Submitted
By



Proposal No. 36380-1-0

5975 Crossroads Commerce Parkway
Wyoming, MI 49519-



**Vehicle Sallyport
Statement of Work**

Place of Performance
Livingston county
150 S Highlander Way
Howell, MI 5175465445

Primary Point of Contact
Eric Sanborn
Livingston county
(517)-540-7903

320' x 120' x 8' tall galvanized steel vehicle sallyport

120' x 8' tall galvanized steel vehicle sallyport

8' tall galvanized steel vehicle sallyport

8' tall galvanized steel vehicle sallyport

8' tall galvanized steel vehicle sallyport

8' tall galvanized steel vehicle sallyport

8' tall galvanized steel vehicle sallyport

8' tall galvanized steel vehicle sallyport

8' tall galvanized steel vehicle sallyport

**Installation
and pedestal)**

Relocation existing card reader pedestal

**Notes:
Location of owner utilities by owner**

Vehicle Sallyport
Customer Number:
Livingston county
 150 S Highlander Way
 Howell, MI 5175465445

Contact: Eric Sanborn
Phone: (517)-540-7903
Email:

Proposal No.: 36380-1-0
Date: July 17, 2020
Your Reference:
Valid To: 8/16/2020
Payment Terms: Net 30
Quoted By: Chris Jones
Phone: -
Email: chris.jones@aus.com

Investment Summary

Total Proposal Amount \$49,366.48

Sales Tax will be included on the invoice at the time of billing if applicable.

*This project requires **0% Mobilization** (plus applicable taxes) prior to project start and **Monthly Project Invoicing**.*

Confidentiality Notice: This proposal includes data and proprietary information of Allied Universal Technology Services that is to remain confidential. Neither this proposal nor any of the information contained herein may be reproduced or disclosed under any circumstances without the express written permission of Allied Universal Technology Services. Please be aware that disclosure, copying, distribution or use of this proposal and the information contained herein is strictly prohibited.

By: _____ Sales Representative Signature	By: _____ Client Signature
By: _____ Sales Representative Printed Name	By: _____ Client Printed Name
Date: _____	Date: _____
Approved: _____ Authorized Representative Signature Allied Universal [®] Technology Services	_____ Authorized Representative Signature Livingston county

Billing Information

Street Address	
City	
State	
Zip Code	
Contact Name	
Contact Phone	
Contact Email	
Invoice Delivery Method (email, portal, mail, other)	
PO #	

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing an Agreement with Multiple Providers to Provide Child Care Funded Treatment Services - Juvenile Court

WHEREAS, Livingston County has a need for intensive evidence-based assessment and treatment services to prevent out of home placement for youth in the Juvenile Court; and

WHEREAS, the existing five (5) contracts for intensive in-home and substance abuse services expire on September 30, 2020, and

WHEREAS, in accordance with the County's Procurement Policy, a formal bid process was performed and Karen Bergbower & Associates, PC; Livingston Family Center, Inc and Spectrum Child and Family Services submitted proposals to provide treatment service for the Juvenile Court for the period of October 1, 2020 through September 30, 2023, with the option of renewal for up to two (2) additional one-year periods; and

WHEREAS, the annual expenditure across up to three indefinite-delivery, indefinite quantity contracts will not exceed the annual amount allocated and approved in the Child Care Fund Budget with services charged at the following rates:

Description of Service	Price Per Service
Intake	\$150.00
Evidenced-Based Assessment	\$300.00 - \$350.00
Group Therapy	\$125.00 - \$300.00
Individual or Family Counseling	\$100.00
Case Planning Meetings	Up to \$100.00 per month
Attendance at Court Hearings	No additional cost

WHEREAS, funding for treatment services for the 44th Circuit Court, Juvenile Division in the amount of \$97,000 were budgeted and approved as part of the 2020/2021 Child Care Fund budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves entry into up to three indefinite-delivery, indefinite quantity (IDIQ) contracts to provide treatment services in accordance with RFP-LC-20-13 for the period of October 1, 2020 through September 30, 2023, with the option of renewal for up to two (2) additional one-year periods at the rates noted above.

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

BE IT FURTHER RESOLVED that the Board of Commissioners authorizes any budget amendment necessary to effectuate the above award.

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MOVED:

SECONDED:

CARRIED:



LIVINGSTON COUNTY, MICHIGAN
LIVINGSTON COUNTY TRIAL COURTS
JUVENILE & PROBATE DIVISIONS

204 S. Highlander Way Suite 3 Howell, MI 48843

Phone 517-540-7739 Cell 734-260-0906

Email: dshaw@livgov.com

Memorandum

To: Livingston County Board of Commissioners
From: Deborah Shaw, Juvenile & Probate Court Administrator
Date: September 14, 2020
Re: Resolution to Authorize Child Care Funded Juvenile Court Treatment Services Contracts with Multiple Providers

The Juvenile Court has a continued need for intensive community-based counseling services to work with youth, and their families, to prevent out of home placement. Recognizing the variability of the needs of youth presented to the Juvenile Court each year, a process was initiated to secure the availability of a variety of vendors to provide effective, evidenced-based treatment services to the specialized juvenile justice population and to secure a fair, predictable and agreed upon rate for such services.

Per the County Procurement Policy, a competitive bid process was performed in which the bid was posted on the Livingston County website, BidNet, and eight (8) organizations were sent the solicitation directly. As a result, the solicitation reached a large group of potentially qualified therapists.

Three (3) submissions were received. After a thorough appraisal of the proposals (see attached Bid Synopsis by CoPro+), the Evaluation Committee recommends an award to all three(3) vendors:

- Karen Bergbower & Associates, PC of Brighton, Michigan
- Livingston Family Center, Inc. of Pinckney, Michigan
- Spectrum Child and Family Services of Detroit, Michigan

Funding for this service is allocated in the FY 21 Child Care Fund budget, authorized by this Board on August 10, 2020 (Resolution 2020-08-193).

The attached resolution authorizes the negotiation and award of up to three indefinite-delivery, indefinite-quantity juvenile court treatment service contracts for the period of October 1, 2020 through September 30, 2023, with the option of renewal for up to two (2) additional one-year periods to provide treatment services for youth, and their families, involved in the Juvenile Court.



**Bid Synopsis
For
Juvenile Court Treatment Services**

Lead Public Agency: Livingston County 44 th Circuit Court, Juvenile Court Division	RFP Issued & Publicly Posted: 06/22/2020
Solicitation: RFP-LC-20-13	Public Postings: Livingston Co. Website (livgov.com) BidNet (bidnetdirect.com/mitn)
RFP Due Date: 07/20/2020	Proposals Received: 3

The Evaluation Committee has completed evaluation of the proposals received for the Request for Proposals referenced above. Below is a recap of the bid evaluation.

The RFP was publicly posted. Responses were received from the following three companies:

1. Karen Bergbower & Associates
2. Livingston Family Center
3. Spectrum Child and Family Services

All bidders submitted their responses within the timeframe outlined in the RFP. A review of the minimum requirements in Section 1.2 revealed that all bidders met the minimum mandatory requirements.

An evaluation was then made on the remainder of Section 1 Scope of Work responses, the Company Profile in Section 2.1, References in Section 2.2, and Pricing information from Section 1.5. The PA 517 certifications were completed and notarized, and the bidder certifications were completed and signed per the bid instructions.

The following is a summary of the Evaluation Committee reviews:

KAREN BERGBOWER & ASSOCIATES

Karen Bergbower & Associates is an incumbent that has provided satisfactory service during the current contract period. They provide in-home services in the minor's home or school, and their local office. They have good family involvement, skills component, and collaboration history. They demonstrated multiple evidence-based practices used and provided credentials. Their response included very thorough explanations regarding the different assessments and treatments. The references provided support a recommendation for award, and align very closely with the RFP requirements.

LIVINGSTON FAMILY CENTER

Livingston Family Center's response explained their scope of service components. The Youth Connection part of their group is helpful with connection to the community. There is flexibility regarding where the sessions can take place, and they meet all the RFP requirements. Their references include school experience, which is important with the juvenile system; references are relevant partners to the juvenile court work. They are an incumbent contractor for the county, having provided these services satisfactorily during the current contract period.



SPECTRUM CHILD AND FAMILY SERVICES

Spectrum is a large company with experience in multiple evidence-based assessments and practices. Their references are all aligned with either Youth, Juvenile Justice Systems, and/or substance abuse. As Spectrum's response proposed the use of their site in Oakland County for counseling sessions and group meetings, there was concern with their ability to provide services in a youth's home or in the Livingston County community. Clarification was requested, and Spectrum confirmed that they intend to and are able to provide services in Livingston County. They currently provide in-home services in the county through the Michigan Department of Health and Human Services. Their staff is able to work remotely, and they will seek to identify office space in the community if awarded a contract and affordable space is available. The Spectrum proposal was heavily focused on Substance Use Therapy – whereas the others listed a broader spectrum of behavioral health/therapeutic services. As Spectrum is an unknown quantity to the reviewers, discussion was held on how to learn more about them and to acclimate Spectrum to the Livingston County Juvenile Justice populations and the collaborative service provider network in Livingston County.

The intent of this RFP was to award multiple, indefinite-delivery, indefinite-quantity (IDIQ) contracts to insure adequate service coverage. Based on this evaluation, it is recommended that contracts be offered to all three bidders. As the pricing from the bidders varied, the Court intends to work with each of them with the goal of negotiating a common rate that is consistent across all three contracts.

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing Felony Public Defender Contracts for 2021 – Public Defender

WHEREAS, Livingston County Public Defender’s Office requires contracts with private attorneys to serve as Public Defenders for indigent criminal defendants; and

WHEREAS, in accordance with the County’s Procurement Policy, a formal bid process was performed and submitted proposals were evaluated; and

WHEREAS, the Public Defender’s Office intends to contract with the following attorneys to provide services as Public Defenders to indigent felony defendants for the following costs:

ATTORNEY	NUMBER OF CASES PER YEAR	PER MONTH COST	PER YEAR COST
James Buttrey	300	\$30,000	\$360,000
Mark Scharrer	100	\$10,000	\$120,000
Steven Dodge	50	\$5,000	\$60,000
Mitchell Perrault, PLLC	50	\$5,000	\$60,000
Sizemore Law Office	75	\$7,500	\$90,000
Mark Wilcox	50	\$5,000	\$60,000

WHEREAS, the term of each contract will commence on October 1, 2020, and expire on September 30, 2021 with the option to renew for up to two (2) additional one-year periods, for a total contract period not to exceed three years; and

WHEREAS, funding is available in the Public Defender budget and included in the Michigan Indigent Defense Commission FY 2021 plan.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into contracts for indigent felony Public Defender services with the attorneys and amounts listed above beginning October 1, 2020 and continuing until September 30, 2021, with the option to renew for up to two (2) additional one-year periods, for a total contract period not to exceed three years.

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:



1221 Byron, Suite 1, Howell, MI 48843
Phone (517) 540-8745

Memorandum

To: Livingston County Board of Commissioners
From: Karen Groenhout, Livingston County Public Defender
Date: August 26, 2020
Re: Resolution Authorizing Felony Public Defender Contracts for 2021 – Public Defender

The Michigan Indigent Defense Commission has approved Livingston County's Compliance Plan and grant request. Livingston County's approved MIDC plan is for a hybrid system of a Public Defender's Office and a felony attorney contract system. Six attorneys applied to contract with Livingston County who meet the necessary minimum qualifications. The State of Michigan, through the MIDC, will provided funding to assist with compliance of our approved hybrid plan. The funding for the Felony Public Defender Contracts will be from the Public Defender's Budget. The agreement is for fiscal year 2021 and runs from October 1, 2020 until September 30, 2021.

Thank you in advance for your consideration. If you have any questions regarding this matter, please feel free to contact me directly.



**Bid Synopsis
For
Court Appointed Attorney Services for Indigent Defendants
in Adult Criminal Proceedings**

Lead Public Agency: Livingston County	RFP Issued & Publicly Posted: 07/01/2020
Solicitation: RFP-LC-20-14	Public Postings: Livingston Co. Website (livgov.com) BidNet (bidnetdirect.com/mitn)
RFP Due Date: 08/03/2020	Proposals Received: 6

The bid process has been completed for the above-referenced project. Below is a recap of the process, and award recommendation.

The RFP was publicly posted. Responses were received from the following six bidders:

1. James D. A. Buttrey
2. Steven M. Dodge
3. Mitchell J. Perrault
4. Mark L. Scharrer
5. Rolland Sizemore
6. Wilcox Law

All six bidders submitted their responses within the timeframe outlined in the RFP. A review of the minimum requirements in Section 1.2 revealed that all bidders met the minimum mandatory requirements.

A review was then made of the narratives submitted by each bidder, which included a brief history outlining their qualifications and the organization of the firms. Either documentation or written affirmations were provided, as required, to satisfy the requirements.

All six companies have provided services to the County during the current contract term. It was confirmed through the Public Defender's office that all have performed satisfactorily. Therefore, in consultation with the County's procurement partner, CoPro+, it was decided to request approval to proceed with prequalification of the six companies to provide the specified attorney services. The prequalified contract terms will be one-year base contracts with two one-year renewals, for total contract period not to exceed three years.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing the Change of Fee Schedule in the Animal Shelter – Animal Shelter Department

WHEREAS, the Animal Shelter Department has determined a need to change its fee schedule due to increased demand, medical and care cost; and

WHEREAS, the Animal Shelter Department has elected, due to fiscal responsibility, to increase and charge one set fee for animal adoptions and update fees for services; and

WHEREAS, the Animal Shelter Department will continue to give a discount to approved rescue groups for animals that have completed the mandatory stray hold and special event pricing as needed; and

WHEREAS, the fee schedule changes for adoptions are as follows:
Adoption of the second kitten under four (4) months of age \$45.00
Dog under four (4) months \$200.00
Small Breed Dog over four (4) months \$175.00

WHEREAS, the fee will continue to include all applicable tests, flea treatment, dewormer, vaccines, microchip, licenses and spay/neuter surgery; and

WHEREAS, the fee schedule changes for in-clinic services are as follows:
Owner request euthanasia \$100.00
Vaccines (rabies, distemper, bordetella) for the community \$15.00 each
Clinic Dog Spay \$150.00 Clinic Dog Neuter \$100.00
Clinic Cat Spay \$60.00 Clinic Cat Neuter \$45.00

WHEREAS, all other fees charged by the Livingston County Animal Shelter will remain the same. The Animal Shelter will continue to work with members of the community to assist with their pets' needs should cost be a concern.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approve the above referenced fee schedule changes to reflect in-clinic services and animal adoption fees effective immediately.

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MOVED:
SECONDED:
CARRIED:

Low cost clinics in the area to reference:

Michigan Humane Clinic Pricing

Cat spays start at \$65.00 +

Cat neuters start at \$50.00 +

Dog spays start at \$165.00 +

Dog neuters start at \$124.00 +

Huron Valley Humane Society Clinic Pricing

Kitten Neuter (<6 months old*) – \$70

Cat Neuter – \$90

Kitten Spay (<6 months old*) – \$90

Cat Spay – \$110

Puppy Neuter (<6 months old*) – \$160

Dog Neuter – \$200 or \$275 if >100 lb (See below for discount for pitbulls)

Puppy Spay (<6 months old*) – \$200

Dog Spay – \$240 or \$315 if >100 lb (See below for discount for pitbulls)

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing FY 2021 Vehicle Replacements Leased through the County's Partnership with Enterprise Fleet Management – Car Pool

WHEREAS, the Livingston County Car Pool Department is requesting authorization to replace twenty-seven (27) vehicles with new vehicles leased through Enterprise Fleet Management, per the agreement authorized under Resolution 2019-09-128; and

WHEREAS, these vehicles were recommended for replacement based on age, mileage, and other factors as determined by Enterprise; and

WHEREAS, all vehicles will be on monthly leases with no mileage caps, with Sheriff's Patrol units on 48-month terms and all other vehicles on 60-month terms; and

WHEREAS, the leased vehicles will be titled by Enterprise and returned to Enterprise for resale upon lease termination, with the County entitled to the remaining equity less a \$375 per vehicle remarketing fee; and

WHEREAS, the annual lease costs have been included in the departments' FY 2021 Auto Leasing budgets at a total cost of \$175,126 per the list attached to this resolution; and

WHEREAS, the lease costs will be paid monthly by Car Pool, which will charge the departments back through the Munis General Billing module; and

WHEREAS, the County-owned vehicles being replaced will be disposed of via public auction by the Car Pool department.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Car Pool department to replace twenty-seven (27) vehicles with replacements leased through the County's partnership with Enterprise Fleet Management for a total cost of One Hundred Seventy Five Thousand One Hundred Twenty-Six dollars (\$175,126).

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorizes any budget amendments necessary to effectuate the leases authorized under this resolution.

BE IT FURTHER RESOLVED that the Car Pool Department is hereby authorized to dispose of the decommissioned County-owned vehicles being replaced per the County Purchasing/Disposal Policy.

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**MOVED:
SECONDED:
CARRIED:**



Memorandum

To: Livingston County Board of Commissioners
From: Greg Kellogg, Transportation Director
Date: 9/1/2020
Re: Resolution Authorizing FY 2021 Vehicle Replacements Leased through the County's Partnership with Enterprise Fleet Management – Car Pool

The Livingston County Car Pool Department is requesting authorization to replace twenty-seven (27) vehicles with new vehicles leased through Enterprise Fleet Management, per the agreement authorized under Resolution 2019-09-128. These vehicles were recommended for replacement based on age, mileage, and other factors as determined by Enterprise.

All vehicles will be on monthly leases with no mileage caps, with Sheriff's Patrol units on 48-month terms and all other vehicles on 60-month terms. The leased vehicles will be titled by Enterprise and returned to Enterprise for resale upon lease termination, with the County entitled to the remaining equity, less a \$375 per vehicle remarketing fee, which will be applied to the subsequent lease to reduce the monthly payment.

The annual lease costs have been included in the departments' FY 2021 Auto Leasing budgets at a total cost not to exceed \$175,126 per the attached list. The lease costs will be paid monthly by Car Pool, which will charge the departments back through the Munis General Billing module for the lease costs and other vehicle expenses.

The Enterprise program allows the County to leverage additional manufacturer's incentives in combination with government fleet pricing. One such incentive is the Large Bid incentive which provides significant savings if the County leases at least 25 vehicles from one manufacturer. We will meet that threshold with 25 FCA (Chrysler) vehicles which provided the best value even before the Large Bid incentive is applied. Enterprise did not have final incentive numbers at the time of this resolution but they are estimated to be \$500-\$700 per vehicle, which will further reduce lease costs from the pricing in the attached list.

The Enterprise program also includes a Full Maintenance Program for leased vehicles that covers routine preventive maintenance items and unexpected mechanical repairs for a fixed monthly fee over the lease term (Sheriff's pursuit vehicles are not eligible). This program facilitates more

consistent budgeting for maintenance and repairs which are difficult to predict, particularly after the manufacturer's warranty expires. Full Maintenance Program costs are based on vehicle type and are included on the attached price list.

The County-owned vehicles being replaced will be disposed of via public auction by the Car Pool department.

If you have any questions please contact me directly at x7843.

Livingston County Car Pool 2021 Vehicle Price List

Non-Pursuit Vehicles (60-month lease)									Pursuit Vehicles (48-month lease)	
	2021 Dodge Charger (Base AWD)	2021 Dodge Durango (Base AWD)	2021 RAM 1500 Classic Tradesman Reg Cab 4x4	2021 RAM 1500 Classic Crew Cab SSV 4x4	2021 RAM 1500 Classic Tradesman Crew Cab 4x4	2021 Chevy Express Passenger Van	2021 Chrysler Voyager Minivan	2021 Jeep Compass (FWD)	2021 Dodge Durango AWD**	2021 Dodge Charger AWD**
Purchase Cost	\$22,748	\$29,332	\$22,251	\$29,406	\$29,029	\$27,413	\$25,233	\$21,480	\$33,737	\$27,613
Monthly Lease Cost Per Vehicle	\$397	\$500	\$388	\$508	\$493	\$471	\$427	\$365	\$720	\$598
Annual Lease Cost Per Vehicle	\$4,767	\$5,998	\$4,654	\$6,096	\$5,915	\$5,652	\$5,122	\$4,380	\$8,634	\$7,171
Term Lease Cost Per Vehicle	\$23,834	\$29,989	\$23,269	\$30,480	\$29,577	\$28,260	\$25,611	\$13,140	\$34,537	\$28,684
Estimated Equity at Term	\$8,000	\$8,000	\$7,500	\$6,000	\$9,000	\$6,500	\$5,000	\$5,000	\$7,000	\$8,000
Lead Times	9-13 weeks	11-15 weeks	11-15 weeks	23-27 weeks	25-29 Weeks	19-23 weeks	8-12 weeks	10-14 weeks	16-20 Weeks	12-16 weeks
2021 Production Start	11/9/2020	10/5/2020	11/23/2020	11/19/2020	11/6/2020	10/10/2020	11/2/2020	8/3/2020	TBD	11/9/2020

**Pursuit pricing based on MY 2020 w/ 2% markup

2021 Lease Costs by Department						
Department	Replacement Vehicle	Annual Lease Cost per Vehicle	Lease Term (months)	Fiat Chrysler Qty	GM Qty	Annual Least Cost
Building Inspection	RAM 1500 Reg Cab	\$ 4,654	60	3		\$ 13,961
	RAM 1500 Crew Cab	\$ 5,915	60	1		\$ 5,915
Env. Health	Jeep Compass	\$ 4,380	60	1		\$ 4,380
	RAM 1500 Reg Cab	\$ 4,654	60	1		\$ 5,915
Sheriff - AC	RAM SSV	\$ 6,096	60	2		\$ 12,192
Sheriff - Jail	Durango AWD	\$ 5,998	60	1		\$ 5,998
	Chevy Express Van	\$ 5,652	60		2	\$ 11,304
Sheriff - Road	Charger Pursuit	\$ 7,171	48	5		\$ 35,855
	Durango Pursuit	\$ 8,634	48	6		\$ 51,805
	Charger AWD	\$ 4,767	60	1		\$ 4,767
	Durango AWD	\$ 5,998	60	2		\$ 11,995
	Voyager	\$ 5,122	60	1		\$ 5,122
	RAM 1500 Crew Cab	\$ 5,915	60	1		\$ 5,915
				25	2	\$ 175,126

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing Resealing the Foundation and Replacing Failed Drain Tiles at the Historical Courthouse – Facility Services

WHEREAS, The Facility Services Department has recognized a need to reseal the foundation and replace drain tile at the Historical Courthouse; and

WHEREAS, this project was included in the 2020 Capital Improvement Plan with the request of being funded by Fund 403 Capital Improvement; and

WHEREAS, in compliance with the Procurement Policy, a competitive bid process was performed through CoPro+ with John Stewart & Associates acting as the General Contractor; and

WHEREAS, three companies responded to the bid request; and

WHEREAS, Ram Construction of Livonia, Michigan was the lowest bidder; and

WHEREAS, the total cost of the project including a 10% contingency will not exceed \$143,682.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the foundation reseal and drain tile project at the Historical Courthouse at a cost not too exceed \$143,682 including a 10% contingency.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby approves entering into a contract with Ram Construction of Livonia, Michigan to complete the foundation reseal and drain tile project at the Historical Courthouse.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby approves issuing a purchase order for John Stewart & Associates acting as General Contractor in an amount not to exceed 10% of the project cost.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby approves any budget transfers to effectuate the above.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Treasurer to transfer funds from F403 Capital Improvement to F631 Facility Services in an amount not to exceed \$143,682.

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

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MOVED:
SECONDED:
CARRIED:



Livingston County Facility Services

420 South Highlander Way
Howell, MI 48843
(517) 546-6491

DATE: September 2, 2020

TO: Livingston County Board of Commissioners

FROM: Chris Folts

RE: Resolution Authorizing Resealing the Foundation and Drain Tile Work at the Historical Courthouse – Facility Services Department

The Historical Courthouse foundation was last resealed 40 years ago. The foundation is deteriorating in some areas of the building and causing moisture transfer as a result.

In order to preserve this landmark building it is essential to excavate and reseal the foundation and retiling and reconnect the roof drain system. The foundation project was inspected and specifications were detailed as part of the bid process. Six contractors responded to an onsite walk through and out of the six there were three contractors that responded with bids.

Ram Construction of Livonia was selected with the lowest most qualified bid.

Therefore, Facility Services is requesting that the attached resolution be approved that authorizes the foundation project not to exceed \$130,620. If you have any questions or concerns, please feel free to contact me.

LIVINGSTON COUNTY COURTHOUSE
August, 2020

WATERPROOFING BIDS

JOHN STEWART ASSOCIATES
MILFORD, MICHIGAN

<u>CONTRACTOR</u>	<u>BASE BID</u>	<u>ALTERNATE "d"</u>	<u>ALTERNATE "e"</u>	<u>EXCAVATING</u>	<u>DRAIN TILE</u>	<u>CONCRETE</u>	<u>TOTAL</u>
	<u>Bituthene</u>	<u>Tremco</u>	<u>per Bidder</u>				
Ram Construction Livonia, Michigan	57,500 (alternate #1 -- add \$2500)	(55,900)	(45,700)	36,800	6,850	13,500	\$114,650.00
				Using Alternate "e" total is			\$102,850.00
				Add Alt.#1 drainpipes:			\$105,350.00
Pullman SST, Inc Trenton, Michigan	42,650	(44,100)	no bid	no bid	no bid	15,000	\$57,650.00
				(Approx. cost for excavation and Drain Tile ADD 43650)			\$101,300.00
Aqua Dry Livonia, Michigan	138,024.00 complete (using Alternate "d" Tremco System) no breakdown (bid includes Alternate #1)						\$138,024.00

LIVINGSTON COUNTY COURTHOUSE WATERPROOFING PROJECT

SIGN-IN-SHEET

August 20, 2020

Doug Cusack
(989) 981-6625
dcusack@cusackmasonry.com

Cusack's Masonry Restoration
15570 Cook Road
Hubbardston, Michigan

Scott Smith
(248) 790-8953
Orion.specialty.contracting@gmail.com

Orion Specialty Contracting
9043 Julia Ave.
White Lake, Michigan

Brian Anton
(734) 941-1355
banton@bneresto.com

BNE Restoration Services
33050 Industrial Road
Livonia, Michigan

Dan Canedo
(734) 422-8446
dcanedo@ramservices.com

Ram Services
13800 Ecker Road
Livonia, Michigan

Gregg Montowski
(248) 877-0464
gmontowski@pullman-services.com

Pullman
280 West Jefferson
Trenton, Michigan

Terry Phela
(248) 910-9980
Aquadry1991@gmail.com

Aqua Dry
33006 West Seven Mile
Livonia, Michigan

Chris Folts
(517) 546-6491
cfolts@livgov.com

Livingston County Director of Services
420 South Highlander Way
Howell, Michigan

Chris Dunn
(517) 546-6491
cdunn@livgov.com

Livingston County Facility Services
420 South Highlander Way
Howell, Michigan

John Stewart
(248) 390-5260
stewartcontractors@gmail.com

John Stewart Associates
1645 North Milford Road
Milford, Michigan

john stewart

CONSTRUCTION MANAGER

1645 N. MILFORD RD.
MILFORD, MICH. 48381
PH. (248) 390-5260
Email stewartcontractors@gmail.com

September 2, 2020

Livingston County
Facility Services
420 S. Highlander Way
Howell, Mi. 48843
Attn: Mr. Chris Folts

Dear Mr. Folts

The following is the final number for the waterproofing at the Livingston County Courthouse at 200 E. Grand River

A.	RAM Construction Services this is for Spray Polyurea Waterproofing which is listed as Item "e" on the bid proposal	\$ 102,850.00
B.	Alternate # 1 Downspout Drainage System and Manhole, Installed by Ram Const. Service	\$ 2,500.00
C.	RAM's cost for a performance bond	\$ 1,800.00
D.	Cost of 2 month rental Temporary Toilet	\$ 250.00
E.	One (1) 20 yard roll off dumpster for items not related to Waterproofing	\$ 450.00
F.	Permit from Livingston Co. Bldg. Dept	\$ 0.00
G.	Permit allowance from Howell Bldg. Dept Howell will supply after plan and DPW review	\$ 1,000.00
I.	Contingency @ 10%	\$ 10,885.00
H.	John Stewart Construction Management Fees @ 10 % of costs	\$ 10,885.00

Total Cost for Waterproofing \$ 130,620.00

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing the County Treasurer to Establish Fund 282 CARES Act - Treasurer

WHEREAS, resolution #2020-07-183 authorized the application for the First Responder Hazard Pay Premium Program (FRHPPP) and the Public Health Payroll Reimbursement Program (PSPHPR); and

WHEREAS, the State of Michigan has allocated Coronavirus Relief Local Government Grants (CRLGG) to local governments as a replacement for the August 2020 revenue sharing payment; and

WHEREAS, all three of these programs (FRHPPP, PSPHPR and CRLGG) are federal CARES ACT funds passed through the State of Michigan; and

WHEREAS, the Michigan Department of Treasury issued Numbered Letter 2020-4 to assist local units with guidance on how to record the revenues and expenses of these three programs; and

WHEREAS, Number Letter 2020-4 designates Fund 282 as the CARES Act Fund for local units desiring to track these three programs in a separate fund; and

WHEREAS, the Livingston County Treasurer recommends establishing Fund 282 for the specific purpose of tracking revenues and expenditures related to these CARES Act funds.

THEREFORE BE IT RESOLVED the Livingston County Board of Commissioners hereby authorizes the Livingston County Treasurer to establish Fund 282 – CARES ACT Fund.

THEREFORE BE IT FURTHER RESOLVED the Livingston County Board of Commissioners hereby authorizes the necessary transfers and budget amendments to effectuate this resolution.

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MOVED:

SECONDED:

CARRIED:

- copy -

RESOLUTION

NO: 2020-07-183

LIVINGSTON COUNTY

DATE: July 13, 2020

Resolution to Apply for the First Responder Hazard Pay Premiums Program Grant and the Public Safety and Public Health Payroll Reimbursement Program Grant Available Through the Michigan Department of Treasury - Planning Department

- WHEREAS,** on July 1, 2020, Governor Gretchen Whitmer signed Public Act 123 of 2020, which appropriates \$100 million for the First Responder Hazard Pay Premiums Program and \$200 million for the Public Safety and Public Health Payroll Reimbursement Program; and
- WHEREAS,** these programs offer additional compensation for first responders that perform hazardous duty or work involving physical hardship related to COVID-19 and will provide a maximum of \$1,000 to qualified individuals; and
- WHEREAS,** public safety and public health payroll expenditures incurred from April and May 2020 will be included in the payroll reimbursement program with additional reimbursements allocated for June and July 2020; and
- WHEREAS,** both grant programs use federal funding available to the State of Michigan through the Coronavirus Aid, Relief, and Economic Security Act (CARES ACT) and Livingston County is eligible for these grant programs; and
- WHEREAS,** various Livingston County departments have collectively incurred eligible expenses for payroll reimbursement; and
- WHEREAS,** the Livingston County Planning Department has staff designated as Professional Emergency Managers (PEM) with substantial grant writing and administration expertise necessary to compile documentation for any work and costs that may be eligible under the Coronavirus Aid, Relief, and Economic Security Act (CARES ACT).

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners authorizes the submission of a grant request to the Michigan Department of Treasury for the First Responder Hazard Pay Premiums Program Grant and the Public Safety and Public Health Payroll Reimbursement Program Grant.

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

BE IT FINALLY RESOLVED that the provision of certain hazard pay may be subject, as to certain employees, to notice and/or possible bargaining requirements and Administration is authorized to provide such notice and satisfy such requirements to effectuate this Resolution.

	#	#	#
MOVED:	K. Lawrence		
SECONDED:	R. Bezotte		
CARRIED:	Roll Call Vote: Yes (7): K. Lawrence, W. Green, W. Nakagiri, D. Helzerman, R. Bezotte, J. Gross and C. Griffith; No (0): None; Absent (1): G. Childs		



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RACHAEL EUBANKS
STATE TREASURER

NUMBERED LETTER 2020-4

Issued By: Community Engagement and Finance Division
Bureau of Local Government and Schools Services

Issue Date: August 12, 2020

Topic: Federal and State Reimbursements for Hazard Pay, Public Safety, and Revenue Sharing Grants

Summary:

To assist local units with the receipting of revenues related to the CARES Act, Treasury is providing the following guidance on how to record and accrue these funds that have been granted under Public Act 144 of 2020:

In accordance with this Act:

- \$100 million has been allocated for the First Responder Hazard Pay Premiums Program (FRHPPP)
- \$200 million has been allocated for the Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)
- \$150 million has been allocated to local governments for replacing their August 2020 revenue sharing payment with Coronavirus Relief Local Government Grants (CRLGG)

Revenue Account:

Local units must use account 528-*Other Federal Grants* for recording the revenues associated with these grants.

Accrual:

When this revenue would be recorded is dependent on several items pertaining to each local unit including fiscal year end, and when the grant has been officially executed.¹

No receivable or revenue may be recorded until both of the following occur: an award has been executed and eligible expenditures are incurred. In this case, the execution of an award would be the earlier of (1) the receipt of Treasury notice² that your application has been granted/awarded and the amount has been disclosed, or (2) the actual deposit of funds.

Each local unit should record these transactions (both revenues and expenditures) either within existing funds or, if the local unit desires tracking this in a new fund, the local unit should use fund 282 – CARES Act.

¹ GASB Implementation Guide No. 2019-1 ¶4.7

² Receipt may include the posting of the grant amount approval on the Treasury Website.

Fund-Based³ Financial Statements Revenues

Fiscal Years Ending April through June 2020

No receivables or revenues exist until fiscal year 2021, because the grant awards are being made after July 1, 2020. Therefore, entities with fiscal years ending April through June 2020 will not be recording anything related to these awards until their subsequent fiscal year (FY 2021).

Fiscal Years Ending September 2020 through June 2021

Assuming eligible expenditures have already been incurred, upon receipt of the funds the following entry should be recorded:

XXX-000-001 Cash	\$XXX.	
XXX-000-528 Other Federal Grants		\$XXX

If the award has been executed (in accordance with the parameters above) and eligible costs are incurred, but reimbursement is not yet received, then replace the debit to cash with 078 - Due from State.

If the cash is received in advance of incurring eligible expenditures, a local unit should record cash with an offset to a liability account.⁴

XXX-000-001 Cash	\$XXX	
XXX-000-228 Due to State		\$XXX

Local units with a June 30 fiscal year end are not able to accrue these funds back to the previous fiscal year according to Government Accounting Standards Board (GASB) Technical Bulletin 2020-1, Question No. 3.⁵

Any amendments to legislation “even when enacted with retroactive provisions, subsequent to the statement of net position date but before the issuance of financial statements do not represent conditions that existed as of the period-end being reported. Any amendment to [legislation] enacted subsequent to the statement of net position date should be considered in the financial statements for the reporting period in which the amendment was enacted.”⁶

We understand that Section 805 of PA 144 indicates that local governments “may accrue payments received under this section to their immediately preceding fiscal year” contrary to the guidance illustrated above and generally accepted accounting principles. However, if a local government chooses this option, it may result in a modification of opinion in the corresponding audited financial statements.

³ Government-wide reporting for these reimbursements are expected to mirror the fund accounting and do not require any adjustments.

⁴ GASB Technical Bulletin 2020-1, Question 1

⁵ This does not apply to the counties of Wayne, Oakland, Macomb, Kent, and the city of Detroit, for those funds received prior to June 30, 2020.

⁶ GASB Technical Bulletin 2020-1, Question No. 3

Numbered Letter 2020-4
Federal Reimbursements for Public Safety and Hazard Pay
Page 3
August 12, 2020

Restricted Funds and Documentation:

These grants are restricted for CARES Act eligible expenses and may only be used for the purposes outlined in the public act. Regardless of the fund utilized for recording these transactions, they must be recorded as restricted.

All corresponding expenditures used for reimbursement purposes must be tracked with detailed supporting documentation. This information must be maintained so if required it can be made available for review by the granting agencies, your audit firm, and the Michigan Department of Treasury.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing an Agreement with the Michigan Veterans Affairs Agency to Support the Livingston County Veterans Services Office to Enhance and Improve Operations – Veterans’ Services

WHEREAS, Under PA 192 of 1953, The Michigan Veterans Affairs Agency (MVAA) shall make the County Veterans Services grant available to each county that meets grant conditions.

WHEREAS, The County Veterans Service Grant available to Livingston County is \$64,520.

WHEREAS, The grant is to be utilized for the goal of enhancing, improving or maintaining new initiatives that support county veteran service operations to connect veterans with their benefits in FY 2021.

WHEREAS, Veterans’ Services meets all MVAA criteria and would utilize 2021 grant funds to continue to support the 2020 office build out and to create a custom Customer Relationship Management database and software program.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes submission of an application, and if awarded, accepts the grant agreement with the Michigan Veterans Affairs Agency to support expanding Veterans’ services in Livingston County

BE IT FURTHER RESOLVED that the Board of Commissioners authorize any necessary budget amendments to effectuate the above.

BE IT FURTHER RESOLVED that the Chair 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 as prepared by Civil Counsel.

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**MOVED:
SECONDED:
CARRIED:**



LIVINGSTON COUNTY VETERAN SERVICES

2300 East Grand River Avenue, Suite 109, Howell, Michigan 48843

517-546-6338

Memorandum

To: Livingston County Board of Commissioners
From: Mary Durst
Date: 9/1/2020
Re: RESOLUTION AUTHORIZING AN AGREEMENT WITH THE MICHIGAN VETERANS AFFAIRS AGENCY TO SUPPORT THE LIVINGSTON COUNTY VETERANS SERVICES OFFICE TO ENHANCE AND IMPROVE OPERATIONS.

Dear Commissioners,

Livingston County Veteran Services respectfully requests a grant of \$64,520.00. The grant money will be utilized for the goal of enhancing and improving county veteran service operations, to connect more veterans to their benefits and provide consistent access to services.

Specifically, the funding will be utilized to fund the new rent amount of the new Veteran Services lease through fiscal year 2021. The remaining amount will be allocated to develop a Customer Relationship Management software database system to better serve and track our veterans and their dependents.

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

Mary Durst
(517) 552-6902



FY₂₁ COUNTY VETERAN SERVICE FUND – GRANT GUIDANCE

COUNTY VETERAN SERVICE FUND

August 2020

SUMMARY AND BACKGROUND

Michigan Veterans Affairs Agency (MVAA) is accepting applications for fiscal year (FY) 2021 County Veteran Service Fund grants (PA 210 of 2018). Public Act 210 of 2018 amends PA 192 of 1953, entitled "An act to create a county department of veterans' affairs in certain counties, and to prescribe its powers and duties; and to transfer the powers and duties of the soldiers' relief commission in such counties," (MCL 35.621 to 35.624) by amending the title and by adding section 3a. This Act creates a county department of veterans' affairs in certain counties, and to prescribe its powers and duties; to create the County Veteran Service Fund (CVSF) and to provide for contributions to and expenditures from that fund; and to transfer the powers and duties of the soldiers' relief commission in those counties.

AWARD INFORMATION

Funding Mechanism: Grant

Total Available Funding: \$4,150,000.00

Anticipated Number of Awards: 83

Purpose: Grant dollars are intended to enhance and improve county veteran service operations in an effort to connect veterans to their federal benefits and provide consistent access to services throughout the state.

Length of Project: Up to 1 fiscal year, depending on fund availability

Cost Sharing/Match Required: No

Continuation Funds: Contingent upon appropriation funding

AVAILABLE FUNDING

The total disbursement for each grant shall be determined by combining the following amounts:

(a) A base amount of \$50,000

(b) A per capita amount according to the number of veterans residing in each county. The amount in this subdivision shall be determined by dividing the amount remaining in the fund after accounting for all disbursements under subdivision (a) by the total number of veterans residing in this state and multiplying the resulting dollar amount by the number of veterans residing in the county receiving the grant. Population figures for veterans residing in this state and in each county of this state shall be obtained from the most recent (2018) Geographic Distribution of VA Expenditures (GDX) Report published by the United States Department of Veterans Affairs (USDVA).

- (c) If the amount remaining in the fund after accounting for all disbursements under subsection (a) is less than the amount obtained by multiplying \$1,000.00 by the number of counties receiving grants, MVAA shall not perform a calculation under subsection (b) and shall not disburse the portion of grant funds described under that subsection.

There is no cost sharing or match required.

TIMELINE

A completed and signed application (including any attachments) must be received by MVAA via e-mail to MVAAGrants@michigan.gov no later than 5 p.m. EST on September 1, 2020. Subject should identify individual county and FY21 CVSF Grant Application. The time of receipt by MVAA is determined by the time stamp provided by the State of Michigan e-mail system. Applicants are strongly encouraged to submit their application in advance of the due date to avoid any delays in electronic mail delivery. There will be no extensions of this deadline. Applications received by MVAA beginning at 5:01 p.m. EST on September 1, 2020 and thereafter may not be considered for funding. **It is recommended you do not wait until the last minute to submit your grant application. This is a State of Michigan e-mail address and you run the risk of a server overload.**

August 1, 2020	Letter of Intent request sent to counties
August 10, 2020	Video Meeting – 1:30 p.m. EST general overview of Letter of Intent and Fund goals Join Microsoft Teams Meeting +1 248-509-0316 United States, Pontiac (Toll) Conference ID: 334 194 202# Local numbers Reset PIN Learn more about Teams Meeting options
August 14, 2020	Deadline – Letter of Intent to apply for grant funding MUST be received at MVAAGrants@Michigan.gov no later than 5:00 p.m. EST
August 17, 2020	Grant Application period is open; grant guidance and application will be emailed to counties that submitted Letter of Intent
Thursday, August 20	Webinar – general overview of Grant Application/Budget requirements
Tuesday, August 25	Webinar – Q&A (webinar details will be sent via email as soon as finalized)
September 1st, 2020	Deadline – Grant Application MUST be received at MVAAGrants@Michigan.gov no later than 5:00 p.m. EST
September 15, 2020	Notification of approval/denial/resubmission requests
TBD	Individual conferences with counties to review denials and resubmission requests
September 15, 2020	Award letters and Grant Agreement packet sent for approved applications*
October 1, 2020	Deadline – Resubmissions MUST be received no later than 12:00 p.m. EST
October 5, 2020	Award letters and Grant Agreement packet sent for resubmissions*

*MVAA must receive county signed copy of CVSF Grant Agreement within 60 days of receipt of the Grant Award packet. Grant Agreements received after the 60 days may be forfeited

Grant Agreements will be processed as received. Fully executed Grant Agreements will be returned to the County and payment request will be submitted.

Please note: All documents should be sent to: MVAAGrants@michigan.gov. The time/date of receipt by the MVAA is determined by the time/date stamp provided by the State of Michigan email system.

CONTACT INFORMATION

The same person shall not serve as The Project Director, the Authorized Official, and the Financial Officer.

Project Director* – The person from the applicant’s County Department of Veterans Affairs (CDVA) with overall responsibility for project management and ensuring that all grant guidelines and requirements are met.

* County must ask for permission and be granted an exception by MVAA for someone other than Director of CDVA to be the Project Director.

Financial Officer – The person from the applicant’s organization responsible for the financial accounting of project-related expenditures (must be different than the Authorized Official).

Authorized Official – The person from the applicant’s organization authorized to enter into an agreement with the DMVA/MVAA in order to accept grant funds (must be different than the Financial Officer).

ELIGIBILITY

Eligibility is limited to Michigan counties that meet the eligibility criteria.

ELIGIBILITY CRITERIA

To be eligible to receive a grant, a county must satisfy the following:

- (a) Maintain a minimum level of county funding for veteran service operations equal to the level of county funding for veteran service operations for the fiscal year preceding September 24, 2018, i.e., Fiscal Year 2017.
- (b) Establish remote access to the United States Department of Veterans Affairs (USDVA) computing systems and require county veteran service officers to obtain a PIV card.
- (c) Submit quarterly reports to MVAA in accordance with the reporting requirements detailed in this document.
- (d) Provide no less than 20 hours per week toward veteran service operations.
- (e) Submit financial reports, in the requested format, to MVAA on a quarterly basis demonstrating that the county department of veterans’ affairs expended the grant funds received directly and solely on veteran service operations during the period of the report.

EXPECTATIONS

It is the expectation of MVAA that these services will be initiated/implemented as soon as possible after the award. At the latest, grant recipients are expected to provide services no later than the third month post grant being awarded.

Priority will be given to applications that seek to establish a County Department of Veterans Affairs or enhance existing current veteran service operations. Other requests may be considered acceptable

unless they deviate too far from veteran service operations as defined. You will be notified if your application falls in this category and will be afforded the opportunity to reapply.

All submissions must support NEW initiatives or an increase in existing veteran service operations. Project personnel hired with FY19 and/or FY20 grant funds may continue to be funded with FY20 grant funds.

Supplanting is not allowed.

DEFINITIONS

For this funding opportunity, below is a list of commonly used terms as defined by Public Act 210 of 2018:

1. "Accredited veteran service officer": an individual who has met the qualifications for accreditation under 38 USC 5904 and 38 CFR 14.629.
2. "County veteran service fund" or "fund": the county veteran service fund created within the state treasury.
3. "PIV card": a personal identity verification card issued by USDVA.
4. "Veteran service operations": assistance and programming to meet the needs of veterans in this state. Veteran service operations include, but are not limited to, providing advice, advocacy, and assistance to veterans, servicemembers, dependents, or survivors by an accredited veteran service officer to obtain USDVA health, financial, or memorial benefits for which they are eligible.

PROJECT NARRATIVE

Grant applications must be submitted on the supplied forms and in the required format to be accepted. Applications submitted that do not follow the guidelines may be rejected. Each proposed program/initiative and expenditure must be described in detail and include how each ties to one or both of the following goals:

Goal #1: Enhance or increase veteran service provision over past service provisions.

Goal #2: Connect eligible veterans, servicemembers, dependents or survivors to benefits by an accredited service officer to obtain USDVA health, financial, or memorial benefits. This includes applying for emergency grants from the Michigan Veterans Trust Fund to address a short-term unforeseen financial crisis.

In addition, the narrative must include how the county will measure the success of each implemented program/initiative.

EXPENDITURES

Consistent with the best practices of USDVA and MVAA, all proposed expenditures must facilitate, enhance, and improve county veteran service operations to connect veterans to their federal benefits. Failure to obtain prior written approval from DMVA/MVAA may result in an expense not being authorized or reimbursed.

SUGGESTED EXPENDITURES

Please refer to the FAQ handout or contact MVAA for further guidance.

DISALLOWABLE EXPENDITURES

Funds expended without prior MVAA approval will not be reimbursed. Please refer to the FAQ handout or contact MVAA for further guidance.

BUDGET JUSTIFICATION AND NARRATIVE

All applications must have a detailed budget justification and narrative that supports the requested funding. The Budget Justification and Narrative explains how the costs were calculated and must tie directly back to the Project Narrative.

The Budget Justification and Narrative is the justification of 'how' and/or 'why' a line item helps to meet the program deliverables. All costs must be utilized to support the provision of assistance and programing to meet the needs of veterans residing in the county. The proposed costs must be reasonable, allowable, allocable, and necessary for the supported activity.

All budget calculations must follow a prescribed format. Please refer to the FAQ handout or contact MVAA for guidance.

If operational/programmatic changes are needed during the award period, you will need to complete a project amendment form and contact the MVAA Program Manager for PRIOR approval. If the change also requires moving funds from one line item to another, you will need to complete a budget amendment form and contact the MVAA Program Manager for PRIOR approval. All forms will accompany the grant award agreement.

If you are not sure if a cost is allowable, you will need prior approval from the MVAA Program Manager. If a cost is deemed disallowable after it has been expended and there was not a PRIOR authorization, the grant WILL NOT reimburse the county.

Supplanting and administrative (indirect) costs are not permitted.

Charges to the project for items such as salaries must conform to the written policies and established practices of the applicant organization.

POST AWARD

All grantees will need to be registered to do business with the State of Michigan. Registration is available at the following website: www.michigan.gov/SIGMAVSS.

The State of Michigan will not accept Signature Pages without the entire Grant Agreement. A complete signed copy of the Grant Agreement must be returned to MVAA no later than 60 days after the award letter is received.

When communicating with MVAA regarding your grant award, the Grant Award Number must be included in the subject line of the e-mail. E-mails received without the Grant Award Number in the subject line may be returned.

There will be a mandatory one-day training for Project Directors and Financial Officers to learn correct reporting formats. If one or more parties fails to attend, the grant award may be rescinded. Dates and locations will be provided with the grant award letter. Grant funds may be used to support travel to and from the mandatory training. Additional personnel assigned to the project may attend at the expense of the county.

REPORTING REQUIREMENTS

Funding is provided on a reimbursement basis. Grant recipients will submit an updated county department of veterans' affairs budget and invoice for those expenses approved for payment by the grant no later than the 10th day of the month following the end of the quarter.

Submitting budget reports for reimbursement start with an approved budget. Reimbursements will be made on a quarterly basis. All reimbursable expenses must be incurred during the grant award cycle. Requests for reimbursement for activities/services prior to the award or after the close of the award WILL NOT be reimbursed.

Reimbursement for salaries/fringes will need to be supported by submitting certified timesheets signed by both the employee and the employee's supervisor.

Quarterly financial reports demonstrating the expenditures and division of grant funds and county funds must be signed by the Chief Financial Officer.

Quarterly progress reports that identify the major tasks completed during the reporting period, any issues or difficulties during the quarter, project milestones, and performance standards and metrics must be submitted to MVAA by the 30th of the month following the end of the quarter.

Reporting templates will be provided to grant recipients with the Notice of Award.

REPORTING SCHEDULE

Reporting Period	October 1 -December 31, 2020	January 1 – March 31, 2021	April 1 – June 30, 2021	July 1 – September 30, 2021
Report Due	January 10, 2021	April 10, 2021	July 10, 2021	October 5, 2021

MONITORING

All grant recipients will be subject to grant monitoring of performance, including data collection. Standardized templates will be provided with the grant award letter. Budget and progress and activity reports will be required quarterly. Grant and performance monitoring will be conducted by MVAA. If MVAA determines, by audit or otherwise, that a county department of veterans' affairs expended the grant funds received for purposes other than veteran service operations, MVAA shall reduce the grant disbursement provided to the county department of veterans' affairs in the succeeding fiscal year by an amount equal to the total of all amounts improperly expended.

CONTACT INFORMATION

For questions regarding this funding opportunity, please e-mail MVAAGrants@michigan.gov.

RESOURCES

The following sites may be of assistance in researching and developing your grant application.

The most recent (2019) Geographic Distribution of VA Expenditures (GDX) Report

<https://www.va.gov/vetdata/Expenditures.asp>

Michigan Veterans Trust Fund

<https://www.michiganveterans.com/a/Michigan-Veterans-Trust-Fund>

<https://www.michiganveterans.com/p/Emergency-Assistance>

State of Michigan Travel Rates

https://www.michigan.gov/documents/dtmb/Travel_Rates_FY20_January_2020_675062_7.pdf

From: [MVAAGrants](#)
To: [Mary Durst](#); [Cindy Catanach](#); [Carol Griffith](#)
Cc: [Rowlader, Karen \(DMVA\)](#)
Subject: [EXT] Livingston County FY 21 CVSF Grant Amount and Application
Date: Saturday, August 15, 2020 1:38:33 PM
Attachments: [CVSF Grant Application FY21-final 8_20.pdf](#)
[CVSF Grant Guidance FY21-final 8_20.pdf](#)
[CVSF Grant FAQs FY21-final 8_20.pdf](#)

"The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin."

Good afternoon! This email is to inform you that Livingston County will be awarded \$64,520.00 for the FY21 County Veteran Service Fund (CVSF) Grant. The breakdown follows:

Base Award \$50,000.00

Per Capita Award \$14,520.00 (this amount may increase based on rollover from FY20 CVSF Grant which will not be available until FY20 is closed)

Total CVSF Grant Award \$64,520.00

Attached is the CVSF Grant Application and the budget templates that are required to be used with your application. Application are due by 5:00 p.m. on September 1, 2020. Send to MVAAGrants.Michigan.gov. If you have any questions, please do not hesitate to contact us.

Kindest Regards,

MVAA Grant Management Team



FY2021 COUNTY VETERAN SERVICE FUND GRANT

GRANT APPLICATION TEMPLATE

This is the only approved template for use in submitting the County Veteran Service Fund (CVSF) grant request.

Definitions to determine the proper individual to list as a contact can be found in the Grant Guidance. Your Authorizing Official is the person able to accept funds and enter the County into agreements and contracts. This is usually the Chairperson of the Board of Commissioners.

CONTACT INFORMATION

Applicant County	Livingston		
Grant Amount Requested	35,326.64		
SIGMA Vendor Code	CV0048182	SIGMA Address Code	

Project Director	Mary Durst
Mailing Address	2300 E. Grand River Ave., Suite 109, Howell, MI 48843
Phone	517-552-6902
E-mail Address	mdurst@livgov.com

Financial Officer	Cindy Catanach
Mailing Address	304 E Grand River Ave. Suite 202, Howell, MI 48843
Phone	517-546-3669 x 4
E-mail Address	ccatanach@livgov.com

Authorized Official	Carol Griffith
Mailing Address	304 E. Grand River Ave., Howell, MI 48843
Phone	517-546-3520
E-mail Address	cgriffith@livgov.com

All assistance, programming, and service initiative needs to be submitted with separate: project narrative, budget narrative, and spreadsheet. This is required to be completed for each initiative your county is funding with the CVSF grant. Please duplicate the Project Detail, Budget Narrative, and Excel spreadsheets as needed for each initiative your county is seeking funding. Attach pages as needed.

PROJECT DETAIL

Project Title	County Veteran Service Fund
Grant Focus Area	Customer Relationship Management Database

PROJECT NARRATIVE

Detailed project narrative must be provided below.

We do not have a good system to track all services and funds provided to the veterans and dependents through federal, state and county services. We also do not have a way to collect and control census-like data on our veterans and getting the information through other sources is difficult as many veteran organizations throughout Michigan - and across the different military branches - are siloed.

We also use multiple programs for different needs which creates redundancy in some areas, gaps in others, and inconsistent information reporting across the different programs. I do not intend to discontinue the use of VetraSpec, but augment it.

The new CRM software system will encompass much more than VetraSpec can provide. We will use the new database to provide additional information in a way that can be utilized at our county level to reach more veterans, provide a more targeted advertising system and to increase veteran engagement. Below are some of the solutions that would be provided by this new CRM database.

1. Build and strengthen customer relationships to keep them coming back.
2. Improve product development and service delivery processes.
3. Increase awareness of customer needs.
4. Reduce customer frustration by not asking the same questions over and over.
5. Provide automated screening and reporting system alerting us when a veteran or dependent may be eligible for a VA or county office program.
6. A central location where we can find everything we need, from scheduling to case management notes, to lists of community resources and the frequency in which they are used and which ones have the best outcomes.
7. Pinpoint under-utilized programs and identify the barriers.

Some data expected to be collected is:

1. All demographic data on the veterans (How many in a household, the relationship to the veteran, household income, veteran profession, etc.)
2. The ability to see the details of who we are seeing and what services we are providing above and beyond VA claims.
3. Identify needs that are not being met in order to create new programs.
4. Better collect, track and provide data that can measure various initiative success.
5. Collect data that can be used for future analysis.
6. Further break down what kind of services we are providing and to whom. I.e: how many dependents vs veterans are we helping and what type of dependents are utilizing what type assistance the most.
7. Provide a more accurate breakdown of how the VA is paying out claims.

I firmly believe that the success of a database like this would be a game changer for counties with millages and provide more in depth information that could prove useful to the MVAA. It could also provide the data needed to convince more counties to participate in millages.

MVAA GOALS

This initiative will meet both of the MVAA's goals of enhancing and increasing veteran service provisions over past service provisions and Connecting eligible veterans, service members, dependents or survivors to benefits.

BUDGET NARRATIVE/JUSTIFICATION

Budget Narrative/Justification must be provided below. In addition, an **itemized list** of all expenditures, including salary if applicable, must be provided in the Excel budget templates provided. Add Excel spreadsheets as an attachment for each initiative, titled 'Attachment A.'

Initial research shows that building customized CRM software can start at \$50,000. I am anticipating a mix between out of the box CRM along with some customized features to better meet our needs. We will also be using other applications and plug ins. I am currently exploring Salesforce CRM. I would be using this in conjunction with our current scheduling system, Acuity. The merging of these two software programs will be facilitated by a software program called Zappier. We will also need to pay for some customized features I have not been able to find. Salesforce and Zappier will cost a combined estimate of approximately \$9,000 a year. I am unsure of the cost of further customization at this time. The remaining funds will be allocated to customizing solutions or for pre-made solutions that we may discover further down the line. I am currently working with my county IT to obtain an estimate on customization. All programs we use will be HIPAA compliant.

See Attachment A- Itemized excel spreadsheet

SUBMISSION OF APPLICATION

Type an "X" in the box for confirmation of the following statements.

I understand that my County must become registered to do business with the State of Michigan prior to receiving any grant funding. Registration is available at the following website: www.michigan.gov/SIGMAVSS .	x
I understand that the grant agreement must be signed by the Authorizing Official before grant funds can be expended.	X
I have included Attachment A: Itemized Budget.	X
I have included Attachment B: County FY19 Budget for the organization structure that provides assistance to veterans and/or family members.	X
I understand that I should receive an email confirmation of submission of my application within 24 business hours, and if I do not receive an email confirmation, I should contact the agency for confirmation.	x
I understand that remote access to the United States Department of Veterans Affairs computing systems to obtain PIV cards for county veteran services officers must be established no later than September 24, 2021.	x

Signature: **Mary Durst**
Digitally signed by Mary Durst
DN: cn=Mary Durst, ou=Livingston County Veterans
Services, email=mdurst@livgov.com, c=US
Date: 2020.08.19 11:11:54 -04'00'

Date: _____

B.O.C meeting September 14, 2020

One initiative per page. Make additional sheets for each initiative.					
Applicant County		Grant Number		SIGMA Vendor Code	
Livingston County		FOR MVAA USE ONLY		CV0048182	
I. Project / Initiative Name					
Customer Relationship Management					
II. Project Total (Amount requested for this initiative)					
					\$35,326.64
Item / Service Description		Quantity	Cost Per Unit	Cost	
Zapier monthly fee with discount paid annually		12	\$300.00	\$3,600.00	
Salesforce monthly for 6 people (72x6= \$432)		12	\$432.00	\$5,184.00	
One-time build cost		1	\$26,542.64	\$26,542.64	
				\$0.00	
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			Total	\$35,326.64	

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users/month* (billed annually)

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- Basic Batch Entry
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users/month* (billed annually)

CONTACT US

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Watch Demo: [Nonprofit Success Pack Demo](#)

Download: [Salesforce for Nonprofits Product Comparison](#)

Disqualification Criteria: Organizations that are not eligible

Excluded nonprofits

- Hospitals
- Health insurance organizations
- Group or individual health practices
- Inpatient care facilities
- Economic Development organizations, such as:
 - Chambers of Commerce (excluding foundations)
 - Business Improvement Districts
 - Local and regional economic development organizations with a primary focus on commercial business development
- [Government-managed/owned nonprofits](#)
 - Nonprofits funded by local, state or federal government that function without an independent board of directors, or are managed by a government agency

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Anyone can automate their work. Start with the basics.

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- 20 Zaps
- 15 min Update Time
- Multi-step Zaps
- 3 Premium Apps
- Filters
- Formatters
- Connections Via Webhooks

49

OR

per month, billed annually
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- Unlimited Zaps
- 2 min Update Time
- Multi-step Zaps
- Unlimited Premium Apps
- Filters
- Formatters
- Connections Via Webhooks
- Custom Logic - Paths
- Auto Replay

299per month, billed annually
or \$373.75 month-to-month

Team

Bring your team together to collaborate on automation.

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TEAM PLAN FEATURES

- Unlimited Zaps
- 1 min Update Time
- Multi-step Zaps
- Unlimited Premium Apps
- Filters
- Formatters
- Connections Via Webhooks
- Custom Logic - Paths
- Auto Replay
- Unlimited Users
- Folder Permissions
- Premier Support
- Shared App Connections
- Shared Workspace

599per month, billed annually
or \$748.75 month-to-month

Company

Automation plus enterprise-grade features.

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COMPANY PLAN FEATURES

- Unlimited Zaps
- 1 min Update Time
- Multi-step Zaps
- Unlimited Premium Apps
- Filters
- Formatters
- Connections Via Webhooks
- Custom Logic - Paths
- Auto Replay
- Unlimited Users
- Folder Permissions
- Premier Support
- Shared App Connections
- Shared Workspace
- Advanced Admin Permissions
- User Provisioning (SCIM)
- Apps Restrictions
- SAML Single Sign On (SSO)
- Custom Data Retention
- Account Consolidation

The Cost of Developing vs. Buying a CRM System



Serhiy Kozlov — January 23, 2017



It's safe to say that the CRM market is booming. By 2017, it's expected to hit **\$37 billions**, yet the overall install base around the world is slightly over 1%.

How is it possible?

A lot of businesses, especially startups and small to mid-sized companies, are initially put off by the CRM development costs and/or requiring monthly payments set by the top industry players like Oracle, Salesforce and others.

However, keeping your business data in spreadsheets isn't a viable long-term strategy for growth. At the certain point, you'll face the decision of hiring a CRM software development company to build the product for you versus studying the pre-made solutions.

This guide will help you make the right decision and accurately calculate the costs of each option.

The Key Aspects To Consider When Making The Buy vs. Build Decision

You can answer the question in a rational way if your decision-making process starts with creating and evaluating the list of pre-defined requirements for your CRM web application.

Requirements

The definitive pro of choosing to make a CRM system is that the product will meet all your custom requirements and suit the unique business processes.

On the other hand, certain requirements may be difficult/costly to implement in the alpha product version, hence they'd be pushed to another build, which means that the overall cost to a develop CRM system will rise accordingly.

If you choose to hire a CRM development company that isn't particularly familiar with your domain, they may not be able to understand your unique problems, and may not be able to discover certain unknown requirements.

Hence, at this stage you need to sit down and brainstorm a long list of all the required web app features. Ideally, it should be a cross-team discussion (with sales, marketing and customer support reps invited) to help you create the definitive features list – the one, which will result in the ultimate solution, which meets the collective requirements.

Reverse engineering is one powerful technique to help you collect all the product requirements (including the hidden ones).

Once you have a complete list, you should rank all the requirements on a 1 to 10 scale in terms of importance. With the final version you are ready to approach and assess various existing solutions, along with the potential CRM development pricing.

Analyze The Gap Between Existing and Custom Solutions

Your requirements list can be now turned into a comprehensive [Request for Information \(RFI\)](#) document for vendors. Now evaluate the vendor's responses by adding a score for each feature/requirement.

In order to do this, you need to multiply the requirement importance weight by the product rating weight. Here's a handy chart to do the latter:

Weight	Rating Name	Description
0	Does not meet	Software does not meet the requirement at all, or feature is missing.
0.5	Future version	Features that satisfy this requirement are planned for a future release of the software
1	Slightly meets	Software has very limited ability to satisfy this requirement. Serious deficiencies exist that can't easily be worked around.
2	Partly meets	Software has significant deficiencies in meeting this requirement. These limitations can be worked around with effort, but there are real compromises.
2.5	Mostly meets (config)	With configuration, the software largely meets the requirement. Deficiencies can be worked around with minimal effort and few compromises.
3	Mostly meets	The software largely meets the requirement. Deficiencies can be worked around with minimal effort and few compromises.
4	Fully meets (option)	When added to the base configuration, software adequately meets the requirement. No compromises are needed. The optional software is part of the vendors standard product range.
5	Fully meets (config)	Adequately meets the requirement when properly configured. No external software is required. If the software is upgraded, these configurations are preserved.
6	Fully meets	Adequately meets the requirement out of the box. No configuration is required, and there are no compromises.

Source: <http://www.cio.com>

Based on the responses and further evaluation you have made, you can now rationally answer the question whether there is a comprehensive ready-made solution available on the market, or if it's time to consider [how to build a CRM system from scratch](#).

In general, if an existing solution meets your requirements by less than 60%, you should either:

- Build a custom solution for your business.
- Give up certain requirements, which are low in terms of importance.
- Consider upgrading an existing solution with certain custom code elements.

Now, let's move on to the money talks and have a closer look on whether hiring developers to a project will actually cost you much more than purchasing an existing SaaS or desktop CRM product.

How Much Does a CRM Software Cost to Develop?

The initial cost for CRM development usually starts from \$50,000 and onward based on the project scope and requirements for the first build. While the price tag certainly seems hefty, especially for startups, CRM systems are usually developed continuously. Hence, your investment will be spread over a 3 to 10 years time span.

Most existing CRM systems and cloud services are usually priced per user. Meaning, the larger your team grows – the more you'll be forced to pay on a requiring basis. Unlocking additional features and custom modules may require even more monthly payments.

Additionally, think of the following – your sales team obviously will use the product on a daily basis. Yet, if your marketing team or the key management personnel would like to have occasional access to the system as well, you'll be required to pay for daily usage as well. Hence, you may be forced to restrict access, yet this means that the overall company efficiency and productivity may suffer.

Now, let's take a look at the service pricing of one popular CRM vendor. Their enterprise-sized package is priced at \$125 per user per month. Some quick math here:

$25 \text{ users} \times \$125 = \$3125 \text{ per month} = \$37,500 \text{ per year} = \$187,500 \text{ for 5 years.}$

For the same amount of money your company could have already built a powerful, custom CRM system, which would require far less investments in maintenance and possible tech support.

Bottom line: While CRM development may initially seem like a costly and unnecessary investment, the costs are typically justified when revied in the long-term perspective. Do the evaluation and selection process carefully to avoid paying for features that you may not need or a product that does not meet all your requirements.

 This article was written for Business 2 Community by Serhiy Kozlov.

[Learn more about writing for B2C](#)



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-



FY2021 COUNTY VETERAN SERVICE FUND GRANT

GRANT APPLICATION TEMPLATE

This is the only approved template for use in submitting the County Veteran Service Fund (CVSF) grant request.

Definitions to determine the proper individual to list as a contact can be found in the Grant Guidance. Your Authorizing Official is the person able to accept funds and enter the County into agreements and contracts. This is usually the Chairperson of the Board of Commissioners.

CONTACT INFORMATION

Applicant County	Livingston		
Grant Amount Requested	29,193.36		
SIGMA Vendor Code	CV0048182	SIGMA Address Code	

Project Director	Mary Durst
Mailing Address	2300 E. Grand River Ave., Suite 109, Howell, MI 48843
Phone	517-552-6902
E-mail Address	mdurst@livgov.com

Financial Officer	Cindy Catanach
Mailing Address	304 E Grand River Ave. Suite 202, Howell, MI 48843
Phone	517-546-3669 x 4
E-mail Address	ccatanach@livgov.com

Authorized Official	Carol Griffith
Mailing Address	304 E. Grand River Ave., Howell, MI 48843
Phone	517-546-3520
E-mail Address	cgriffith@livgov.com

All assistance, programming, and service initiative needs to be submitted with separate: project narrative, budget narrative, and spreadsheet. This is required to be completed for each initiative your county is funding with the CVSF grant. Please duplicate the Project Detail, Budget Narrative, and Excel spreadsheets as needed for each initiative your county is seeking funding. Attach pages as needed.

PROJECT DETAIL

Project Title	County Veteran Service Fund
Grant Focus Area	continuation of 2020 grant initiative-lease

PROJECT NARRATIVE

Detailed project narrative must be provided below.

This request is to continue paying rent on the new office initiative of 2020. The continued lease payments will assist us in offering more services to veterans, a easier, more accessible location, increased community collaboration and an increase in quality experience applying for VA, State and County benefits.

MVAA Goals:

Enhance or increase veteran service provision over past service provisions - continuation from previous grant.

Connect eligible veterans, service members, dependents or survivors to benefits.

BUDGET NARRATIVE/JUSTIFICATION

Budget Narrative/Justification must be provided below. In addition, an **itemized list** of all expenditures, including salary if applicable, must be provided in the Excel budget templates provided. Add Excel spreadsheets as an attachment for each initiative, titled 'Attachment A.'

Expected lease agreement signing of September 14, 2020 with the lease starting date of November 1, 2020. Per the lease agreement, the first three months will be free of rent. 2021 grant will cover February 2021 through September 2021 lease payments at \$3,649.17 per month for a total of \$29,193.36

See Attachment B- Itemized excel spreadsheet

SUBMISSION OF APPLICATION

Type an "X" in the box for confirmation of the following statements.

I understand that my County must become registered to do business with the State of Michigan prior to receiving any grant funding. Registration is available at the following website: www.michigan.gov/SIGMAVSS .	X
I understand that the grant agreement must be signed by the Authorizing Official before grant funds can be expended.	X
I have included Attachment A: Itemized Budget.	X
I have included Attachment B: County FY19 Budget for the organization structure that provides assistance to veterans and/or family members.	X
I understand that I should receive an email confirmation of submission of my application within 24 business hours, and if I do not receive an email confirmation, I should contact the agency for confirmation.	X
I understand that remote access to the United States Department of Veterans Affairs computing systems to obtain PIV cards for county veteran services officers must be established no later than September 24, 2021.	X

Signature: **Mary Durst**
Digitally signed by Mary Durst
DN: cn=Mary Durst, ou=Livingston County Veterans
Services, email=mdurst@lv.gov, c=US
Date: 2020.08.19 11:11:54 -04'00'

Date: _____

B.O.C meeting September 14, 2020

One initiative per page. Make additional sheets for each initiative.					
Applicant County		Grant Number		SIGMA Vendor Code	
Livingston		FOR MVAA USE ONLY		CV0048182	
I. Project / Initiative Name					
Continuation of 2020 new initiative - office lease					
II. Project Total (Amount requested for this initiative)					
					\$29,193.36
III. Expenditure Details					
Item / Service Description	Quantity	Cost Per Unit	Cost		
Monthly Lease	8	\$3,649.17	\$29,193.36		
			\$0.00		
			\$0.00		
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				Total	\$29,193.36

LEASE AGREEMENT

THIS LEASE, made this _____, 2020

By and between **COUNTRY CORNERS SHOPPING CENTER, L. L. C.**, the Lessor (hereinafter "Landlord") **AND Livingston County Veterans Services**, a _____ organization [CONFIRM ENTITY], the Lessee (hereinafter "Tenant") (the "Lease").

For and in consideration of the covenants, agreements, and conditions hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby hires from Landlord the following described premises (hereinafter "Leased Premises") situated in the Township of Genoa in Livingston County, Michigan: Consisting of **3,020 sq. ft. (4.31 percent % of building)** commonly known 4050 East Grand River, Howell, Michigan for the term of **ten (10)** years from and after November 1, 2020.

SEE EXHIBIT "A." ATTACHED HERETO AND MADE A PART HEREOF

1. RENT; TERM; EARLY TERMINATION

(a) Tenant covenants and agrees to pay to Landlord as Annual Rent for the Leased Premises payable in advance on the first day of each month in equal monthly installments, without notice of demand from Landlord and without abatement, deduction or offset. Any payment received after the 5th of the month shall bear a penalty of 5% per month of the rental amount.

(b) Tenant covenants and agrees to pay as Additional Rent his proportionate share of all taxes levied against and insurance premiums incurred by the Landlord. Tenant's proportionate share of said taxes and insurance premiums is defined as that part of all taxes, (exclusive of federal and state income taxes), general assessments, and special assessments levied against and of all insurance premiums incurred by the Landlord which bears the same ratio to all such taxes and insurance as the total square footage of the Leased Premises bears to the total leasable square footage of the County Corners Shopping Center "Shopping Center"). Tenant covenants and agrees to pay the Additional Rent, without notice or demand from Landlord and without abatement, deduction, or offset, in advance on the first day of each month in equal monthly installments in an amount estimated by the Landlord.

Upon receipt of all tax bills, assessment bills, and insurance bills attributable to any calendar year during the term hereof, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of the taxes and insurance for such year. If the total amount paid by Tenant under this paragraph for any calendar year shall be less than the actual amount due from Tenant for such year, as shown on such statement, Tenant shall pay the Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within ten (10) days after demand therefore by Landlord; and if the total amount paid by Tenant hereunder for any such calendar year shall exceed the actual amount due from Tenant, such excess shall be credited against the next installment of taxes and insurance due from Tenant to Landlord hereunder. For the calendar years in which the Lease commences and terminates, Tenant's liability for its proportionate share of taxes and insurance shall be prorated on the basis of the number of days of said calendar years for which the term of the Lease is in effect. Prior to or at the commencement of the Lease and from time to time thereafter throughout the term hereof, Landlord shall notify Tenant in writing of Landlord's estimate of Tenant's monthly installments due hereunder.

(c) In addition to Tenant's proportionate share of insurance premiums which Tenant agrees to pay as Additional Rent pursuant to paragraph 1(b) of this Lease, Tenant further agrees that it will pay that part of any increase in insurance premiums which is attributable to or caused by the nature of the business conducted by the Tenant in the Leased Premises or the character of Tenant's occupancy, whether or not Landlord has consented to the same. Such increase in premiums shall be paid to Landlord in the same manner as the Additional Rent provided for in paragraph 1(b) above.

(d) Tenant covenants and agrees to pay to Landlord Tenant's proportionate share of all costs and expenses of every kind and nature paid or incurred by Landlord in operating, managing, repairing, replacing and maintaining all areas, facilities, and building used in the maintenance and operation of the Shopping Center including by way of illustration and not of limitation all driveways, parking lots, roofs, sidewalks and lawns. Such costs and expenses shall include, but not be limited to cleaning, lighting, snow removal, line painting and landscaping. Tenant covenants and agrees to pay his proportionate share of such cost and expenses in advance on the first day of each month in equal monthly installments in an amount estimated by Landlord, within ninety (90) days after the end of each Lease Year or partial Lease Year, Landlord shall furnish Tenant with a statement of actual amount of Tenant's proportionate share of such costs and expenses for such period. If the total amount paid by Tenant under this paragraph for any calendar year shall be less than the actual amount due from Tenant for such year as shown on such statement, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within thirty (30) days after the furnishing of each such statement; and if the total amount paid by Tenant hereunder for any such calendar year shall exceed such actual amount due from Tenant for such calendar year, such excess shall be credited against the installment due from Tenant to Landlord under this section. Prior to or at the commencement of the term of this Lease and from time to time thereafter throughout the term hereof, Landlord shall notify Tenant in writing of Landlord's estimate of Tenant's monthly installments due hereunder.

(e) Taxes Insurance, Common Area Maintenance currently is Four Dollars (\$4) per square foot. (Estimated for year 2020); Tenant shall be responsible for and shall pay before delinquency all municipal, county and state taxes assessed during the term of this Lease against any personal property of Tenant of any kind, owned by or placed in the Leased Premises by Tenant.

(f) Payments of Rent and Additional Rent shall be made to **payable to Country Corners Shopping Center, L.L.C. at the lockbox address of 2079 Reliable Parkway Chicago, IL 60686** or at such places as the Landlord may from time to time designate.

(g) Rent

MONTHS 1-3 : FREE BASE RENT (\$0)

YEARS

1	\$ 2,642.50	Per Mo.	\$ 10.50 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly \$3,649.17
2	\$ 2,768.33	Per Mo.	\$ 11.00 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly \$3,775.00
3	\$ 2,894.17	Per Mo.	\$ 11.50 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly \$3,900.84
4	\$ 3,020.00	Per Mo.	\$ 12.00 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly \$4,026.67
5	\$ 3,145.83	Per Mo.	\$ 12.50 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly \$4,152.50
6	\$ 3,271.67	Per Mo.	\$ 13.00 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly \$4,278.34
7	\$ 3,397.50	Per Mo.	\$ 13.50 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly \$4,404.12
8	\$ 3,563.33	Per Mo.	\$ 14.00 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly \$4,530.00
9	\$ 3,649.17	Per Mo.	\$ 14.50 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly \$4,655.84
10	\$ 3,725.00	Per Mo.	\$ 15.00 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly \$4,781.67

This Lease shall be deemed and construed to be a "net lease" and, notwithstanding anything contained herein to the contrary, Landlord shall receive all rent due hereunder absolutely free of all charges, assessments and impositions, expenses, offsets or deductions of any kind. Landlord shall not be expected or required to make any payment or provide any service to Tenant or any other person or entity, except as otherwise expressly set forth herein.

Tenant shall have the right and ability on or after _____, 2026 to early terminate the Lease solely in the event the Livingston County Millage does not provide funding for Lessee. Lessee represents and warrants that adequate funding is now available and is irrevocably allocated for this Lease through _____. 2026.

2. ASSIGNMENT. Tenant covenants and agrees not to assign or transfer this Lease of pledge or mortgage same or any Interest therein or to sub-let the Leased Premises or any part thereof without the written consent of Landlord. Any assignment, transfer, pledge, mortgage, or sub-letting without the written consent of Landlord shall give Landlord the right to terminate this Lease and re-enter and repossess the Leased Premises.

3. BANKRUPTCY AND INSOLVENCY. The Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this Lease may be terminated at the option of the Landlord.

4. RIGHT TO MORTGAGE. The Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said Leased Premises and on the land and buildings of which the said Leased Premises are a part of upon any buildings hereafter erected on the land. The Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and by any mortgagees or proposed mortgagees, and hereby irrevocably appoints the Landlord the attorney-in-fact for the Tenant to execute and deliver any such instrument or instruments for and in the name of the Tenant.

SUBORDINATION & ATTORNTMENT: This Lease and Tenant's rights under this Lease are subject and subordinate to any first mortgage or deed of trust, together with any modifications and replacements, that now or at any subsequent time encumber the land and the buildings on or in which the demised premises is located. The foregoing provision will be self-operative and no further instrument will be required to effect it. Tenant hereby agrees that Tenant will recognize as its landlord under this Lease and shall attorn to any person succeeding to the interest of Landlord in respect of the land and the buildings on or in which the Leased Premises is contained, upon any foreclosure of any mortgage upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage.

(a) Tenant further specifically acknowledges that upon its/their acceptance of possession of the Leased Premises all improvements (if any) and the space required to be furnished by the Landlord pursuant to the terms of this lease and any addendums hereto, have been completed by Landlord in all respects.

Tenant agrees to execute a separate estoppel certificate and subordination agreement at the request of the Landlord upon possession which certificate certifies:

- (1) That it has accepted possession of the Leased Premises pursuant to the terms of the within lease.
- (2) That the improvements and space required to be furnished by Landlord pursuant to the lease have been completed in all respects.
- (3) That Landlord has fulfilled all of its duties of an inducement nature, and the above lease is in full force and effect and free from default of either party.
- (4) That the above lease has not been modified altered or amended.
- (5) That said lease commences on November 1, 2020 and the rental obligation commences on February 1, 2021 or upon opening for business, whichever is earlier.
The primary lease term expires January 31, 2031

- (6) The date of the lease, lessee and lessors name and the Leased Premises covered by the Lease.
- (7) Any other fact which is true and correct as of that date and is covered by the terms of the lease and as such facts or statements as required by Landlord's lender.

(b) Tenant further agrees to execute and deliver to Landlord a certificate of Capital Expenditures on said Leased Premises at the request of Landlord in the form and substance required by any present or future lender of Landlord or any other third party which requires same from Landlord.

(c) Tenant also agrees to furnish to Landlord within 10 days any other statements certificates, which may be required by the present or any future lender for the project, which statements or certificates shall include a current financial statement.

5. **USE AND OCCUPANCY.** It is understood and agreed between the parties hereto that said Leased Premises during the continuance of this Lease shall be used and occupied for a General Office and any other uses or uses consistent with or incidental to this use and for no other purpose, including use in violation of any law, municipal ordinance or regulation, and that on any breach of this Lease, the Landlord may at his option forthwith re-enter and repossess the Leased Premises without discharging Tenant's contractual duty to pay rent and additional rent.

6. **FIRE.** It is understood and agreed that if the Leased Premises hereby leased are damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord will repair and restore the same to good tenable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire Leased Premises are untenable and pro-rated for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenable condition; provided, however, that if the Tenant shall fail to adjust its/their own insurance or to remove its/their damaged goods, wares, equipment, or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rent during the period of such resulting delay, and provided further and there shall be no abatement of rent if such fire or other cause damaging or destroying the Leased Premises shall result from the negligence or willful act of the Tenant, its/their agents, or employees, and provided further that if the Tenant shall use any part of the building of which they are a part, and if shall be destroyed to the extent of more than one-half of the value thereof, the Landlord may, at this option, terminate this Lease forthwith by a written notice to the Tenant.

7. **INSURANCE.** The Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, on or about said Leased Premises from any cause whatsoever; said Tenant will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Landlord in the sum of ONE MILLION (\$1,000,000) DOLLARS for damages resulting to one person and TWO MILLION (\$2,000,000) DOLLARS for damages resulting from any one casualty, and ONE MILLION (\$1,000,000) DOLLARS property damage insurance resulting from any one occurrence. Tenant shall deliver within 10 days said policies to the Landlord and upon Tenant's failure to do so the Landlord may at his option obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day.

8. **REPAIRS AND ALTERATIONS; TENANT IMPROVEMENTS.** The Tenant further covenants and agrees that it will, at its own expense, during the continuation of this Lease, keep the said Leased Premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant shall not make any alterations, additions, or improvements to said Leased Premises without the Landlord's written consent, and all alterations, additions, or improvements made by either of the parties hereto upon the Leased Premises, except movable office furniture and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the Leased Premises at the termination of this Lease, without molestation or injury. Landlord approves the tenant paid for improvements in Exhibit "B." The improvements outlined in Exhibit B and any other proposed improvements by Tenant are referred to as "Tenant's Work." Tenant shall submit to Landlord for prior approval all plans and specifications for Tenant's Work, which approval shall be in Landlord's sole discretion, where such approval will not be unreasonably withheld. If Tenant performs any improvements on the premises, Tenant shall: (i) pay before delinquency, all costs and expenses of Tenant's Work done, or caused to be done, by Tenant in the Premises; (ii) keep the title to the and every part thereof free and clear of any lien or encumbrance in respect of such Tenant's Work; and (iii) indemnify, defend and hold harmless Landlord against any claim, loss, cost, demand (including actual legal fees), whether in respect of liens or otherwise, arising out of the supply of material, services or labor for Tenant's Work.

Tenant's Work shall be performed by Tenant in a good workmanlike and diligent manner with new and proper materials and, if a building permit is required therefor, in accordance with working plans, drawings and specifications prepared by Tenant, at its sole cost and expense, which shall correspond to the items set forth in Exhibit "B" attached hereto. Tenant's Work shall comply with all applicable federal, state and local statutes, ordinances, regulations, laws and codes, including, but not limited to, the requirements of Landlord's fire insurance underwriter, and the requirements of the applicable utility companies providing service to the Shopping Center. Where conflicts exist between building codes, utility regulations, statutes, ordinances, other regulatory requirements and Landlord's requirements, the more stringent of the requirements shall govern. Landlord reserves the right to require changes in Tenant's Work by reason of code requirements or otherwise, or directives of governmental authorities having jurisdiction over the Leased Premises, or directives of Landlord's insurance underwriter. All permits, licenses and approvals shall be obtained prior to the commencement of construction by Tenant, shall be posted in a prominent place within the Leased Premises and any fees associated therewith shall be the sole responsibility of Tenant. Subject to local governmental approvals, Tenant shall have the right to install a canopy consistent with Tenant's brand over the entrance to the Premises, subject to Landlord approval, which shall not be unreasonably withheld. In no event shall Tenant perform any roof penetrations without Landlord's prior approval, which shall not be unreasonably withheld. Such roof penetrations, if approved, shall be made or performed, only by Landlord's contractor, at Tenant's expense. Within thirty (30) days following the date hereof (and if a building permit is required for the performance of Tenant's Work, Tenant shall have applied therefor within said thirty (30) days with the governmental authority having jurisdiction thereover), Tenant agrees to furnish to Landlord, for its approval, Tenant's plans. Tenant's plans shall be prepared by a

licensed Michigan architect and the architect shall certify to the Landlord that the Tenant's plans have been prepared in accordance with all applicable laws, orders, regulations and building codes of all governmental authorities having jurisdiction over the Leased Premises. Landlord's written approval shall be obtained by Tenant prior to the undertaking of any construction work which deviates from Tenant's plans as submitted to and approved by Landlord. Landlord's review and approval of Tenant's plans shall not constitute the assumption of any responsibility by Landlord for the accuracy or sufficiency thereof and Tenant shall be solely responsible therefor. Tenant shall not open the Leased Premises for business until Tenant's Work has been substantially completed and a certificate of occupancy has been issued by the applicable governmental authority. Upon the completion of Tenant's Work, Tenant shall supply Landlord with satisfactory evidence of the foregoing: (i) a copy of an unqualified final certificate of occupancy from the governmental authority having jurisdiction thereover, (ii) a sworn statement in form acceptable to Landlord and Landlord's mortgagee, from Tenant's general contractor itemizing the cost of all materials furnished and labor performed by all contractors, subcontractors, vendors, etc., in connection with the construction of and improvements made to the Leased Premises, (iii) full and unconditional waivers of lien with original signatures from Tenant's general contractor and each contractor, subcontractor, vendor, etc., for the amounts specified in Item (ii) above; no partial waivers of lien will be accepted. Any dispute between Tenant and Landlord as to the completion by Tenant of any item of work in, on or about the Leased Premises shall be submitted for decision to Landlord's architect who shall decide the dispute and whose decision shall be conclusive and binding upon the parties.

Tenant shall immediately notify Landlord of any lien, claim of lien or other action of which Tenant has, or reasonably should have, knowledge, and which affects the title to the Premises and/or Center, or any part thereof, and shall cause the same to be removed within thirty (30) days (or such additional time as Landlord may consent to in writing), either by paying and discharging such lien or by posting a bond or such other security as may be reasonably satisfactory to Landlord. If Tenant shall fail to remove same within said time period, Landlord may take such action as Landlord deems necessary to remove the same, and the entire cost thereof shall be immediately due and payable by Tenant to Landlord as rent. Tenant is responsible for obtaining any applicable governmental permits for the operation of its business, as well as a certificate of occupancy or building or renovation permits. If any governmental authority conditions its approval of Tenant's Work or occupancy on the completion of any work, alterations, additions or improvements elsewhere within the Center, Landlord may elect, at its discretion, whether or not to complete such work at Tenant's sole cost and expense, or to terminate this Lease upon written notice to Tenant. Within 30 days after completion of Tenant's Work, Tenant shall provide Landlord with: (a) an electronic copy of all applicable plans and specifications for Tenant's Work, including but not limited to architectural, mechanical, electrical, plumbing, civil and shop drawings, to the extent and if required for Tenant's Work and/or permitting; and (b) electronic (PDF) and hard copies of all as-built plans and specifications for Tenant's Work. Tenant alterations shown on Exhibit B are at tenant's sole cost and expense.

The Tenant covenants and agrees that, since the Leased Premises consist of only a part of a structure owned or controlled by the Landlord, the Landlord may enter the Leased Premises at reasonable time and install or repair pipes, wires and other appliances or make any repairs deemed by the Landlord essential to the use and occupancy of other parts of the Landlord's building.

9. FIRE INSURANCE. Landlord shall maintain and keep in force at all time during the term of this Lease a policy or policies of fire insurance to the extent of at least Eighty (80%) percent of the insurable value of the Leased Premises. If permitted without additional charge, Landlord shall cause to be endorsed on its fire insurance, and any extended coverage policy or policies, the waiver of right of subrogation. Any policy of fire insurance maintained by Landlord on the entire building of which the Leased Premises are a part shall be deemed to satisfy the requirement of this paragraph if such policy is in an amount equal to at least eighty (80%) percent of the insurable value of the entire building.

10. EMINENT DOMAIN. If the whole or any part of the premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the day the possession of that part shall be required for any public purpose and the rent shall be paid up to that day. If more than Fifty (50%) percent of the square footage of the Leased Premises is so taken by any public authority, then the Tenant shall have the right either to cancel this Lease and declare the same null and void as of the day that possession of that part is required for any public purpose, or to continue in the possession of the remainder of the Leased Premises under the terms and conditions herein provided except that the rent shall be reduced in proportion to the amount of the Leased Premises taken; provided, however, that Tenant must exercise this right within Thirty (30) days after the date that part of the Leased Premises are so taken. All damages awarded for such taking shall belong to and be the property of the Landlord, whether such damages shall be awarded as compensation for diminution in value to the lease-holder or to the fee of the Leased Premises, provided, however, that the Landlord shall not be entitled to any portion of the award made to the Tenant for the cost of Tenant's immovable fixtures and/or Tenant's moving expenses.

11. RESERVATION. The Landlord reserves the right to free access at all times to the roof of said Leased Premises. The Tenant shall not erect any structures for storage or any aerial or use the roof for any purpose without the consent in writing of the Landlord.

12. CARE OF PREMISES. The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other tenants in the building and shall keep the Leased Premises under its control (including adjoining drives, streets, alleys, or yards) clean and free from rubbish, dirt, and, under penalty of forfeiture and damages, promptly comply with all lawful laws, orders, regulations, or ordinance of all municipal, County and State authorities affecting the Leased Premises hereby leased and the cleanliness, safety, occupation and use of same.

13. OUTSIDE STORAGE. There shall be no outside storage of any kind whatsoever without the prior express written consent of Landlord.

14. CONDITION OF PREMISES. The Tenant further acknowledges that Tenant has examined the Leased Premises prior to the making of this Lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the

Landlord, or his agent, which are not herein expressed, and the Tenant hereby accepts the Leased Premises in their present condition at the date of the execution of this Lease.

15. ACTS OF OTHER TENANTS. The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the Leased Premises adjacent to or connected with the premises hereby leased or any part of the building of which the Leased Premises are a part or for any loss or damage resulting to the Tenant or its property from bursting, stoppage or leaking of water, gas sewer or steam pipes.

16. RE-RENTING. The Tenant hereby agrees that for a period commencing Ninety (90) days prior to the termination of this Lease the Landlord may show the premises to prospective Tenants, and for a period commencing Sixty (60) days prior to the termination of this Lease, may display in and about the Leased Premises and in the windows thereof, the usual and ordinary "FOR RENT" signs.

17. HOLDING OVER. It is hereby agreed that in the event of the Tenant herein holding over after the termination of this Lease thereafter the tenancy shall be from month to month at 150 percent of the last month's rent paid at the final month of the executed lease in the absence of a written agreement to the contrary.

18. UTILITIES. The Tenant will pay all charges made against said Leased Premises for all utilities, including gas, water, heat, electricity, internet and cable during the continuance of this Lease, as the same shall become due.

19. ADVERTISING DISPLAY. It is further agreed that all signs and advertising displayed in and about the Leased Premises shall be such only as to advertise the business carried on upon said premises, and that the Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord, and that no awning shall be installed or used on the exterior of said building unless approved in writing by the Landlord.

20. ACCESS TO PREMISES. The Landlord shall have the right to enter upon the Leased Premises at all reasonable hours for the purpose of inspecting the same. If the Landlord deems any repairs necessary, he may demand that the Tenant make the same and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs, the Tenant agrees that he will forthwith on demand pay the Landlord the cost thereof with interest at Twelve (12) percent per annum, or the maximum allowed under the law, whichever is the lesser amount, and if he shall make default in such payment the Landlord shall have the remedies provided in paragraph 6 hereof.

21. RE-ENTRY. In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said Leased Premises shall be deserted or vacated. Then, it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to re-enter into, repossess the said Leased Premises and the Tenant and to remove and put out each and every occupant without discharging Tenant's contractual duty to pay rent and additional rent. Such repossession of the Leased Premises does not constitute forfeiture or termination of Tenant's obligations to pay Rent, and this remedy is in addition to any other remedies available to Landlord under Michigan law. Landlord has no obligation to re-lease the Premises, and Landlord's failure or refusal to re-lease does not affect Tenant's obligation to pay Rent. If Landlord elects to re-lease the Premises, Landlord may re-lease them on whatever terms it deems advisable in its sole discretion. Landlord may make alterations and repairs to the Premises to facilitate re-leasing. Rent received from re-leasing will be applied first to the payment of the expenses of the re-leasing, including commissions, reasonable attorney fees, and the cost of alterations and repairs. The remainder will be applied to the payment of Rent. If the rent from the re-leasing is insufficient to pay the Rent, Tenant is responsible for the deficiency, which will be calculated and paid monthly.

22. QUIET ENJOYMENT. The Landlord covenants that the Tenant, on payment of all aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold, and enjoy the said demised premises for the term aforesaid.

23. EXPENSES AND DAMAGES. In the event that the Landlord shall, during the period covered by this Lease, obtain possession of the Leased Premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession of said Leased Premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages, including, but not limited to, damages from breach of Tenant's covenant to pay rent and additional rent. If Landlord terminates this Lease, Landlord is entitled to recover all damages suffered as the result of a default or other breach. It is within the contemplation of the parties that such damages include (a) the difference between the contract rent and the market rent through the remainder of the original term; (b) the unamortized expenditures, calculated on a straight-line basis, undertaken by Landlord to fit the Leased Premises to the needs of Tenant, including expenditures for Landlord Work, interior partitions, doors, floor coverings, wall coverings, paint, plaster, cabinetry, and all other work performed on the Premises; (c) the estimated cost of restoring the Premises to their original condition; (d) any commissions paid to re-lease the Premises; and (e) any other damages identified in this Lease. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises and reasonable attorneys' fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In case suit shall be brought or an attorney otherwise consulted because of any alleged breach by Tenant, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefor. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or equity. In the event Landlord commences any proceedings for nonpayment of rent, Tenant shall not interpose any non-mandatory counterclaim in any such proceeding. If Tenant shall be in default of this Lease and Landlord gives Tenant notice thereof, and Tenant fails to cure such default within the time expressly provided for herein or immediately if such default requires emergency action, Landlord

may, in addition to its other remedies, cure such default for and at the expense of Tenant, and all sums so expended by Landlord shall be deemed additional rent and shall be paid by Tenant on the day when Rent shall next become due and payable. Tenant shall, at its own expense, enter into an annual maintenance contract with a licensed HVAC contractor for the maintenance of the HVAC equipment, including, but not limited to, freon recharging, lubricating and filter replacement and provide written proof of such contract with Landlord. Tenant shall also, at its own expense, enter into a regular maintenance contract for the maintenance of the grease traps and oven hoods and provide written proof of such contract with Landlord.

24. REMEDIES NOT EXCLUSIVE. It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

25. WAIVER. One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

26. DELAY OF POSSESSION. It is understood that if the Tenant shall be unable to enter in and occupy the Leased Premises at the time above provided, by reason of the Leased Premises not being ready for occupancy, or by reason of the holding over of any previous occupant of the Leased Premises, or as a result of any cause or reason beyond the direct control of the Landlord, the Landlord shall not be liable in damages to the Tenant therefore, but during the period the Tenant shall be unable to occupy the Leased Premises as hereinbefore provided, the rent therefore shall be abated and the Landlord is to be the sole judge as to when the Leased Premises are ready for occupancy.

27. TENANT'S DEFAULT. In the event (i) Tenant fails to pay any rent due hereunder within seven (7) days of written notice of such failure (service of a standard "7 day notice" for non-payment of rent shall be sufficient for this purpose) or (ii) Tenant shall fail to open for business on or before the commencement date of the term of this Lease, or (iii) Tenant shall fail to perform any obligation on its part to be performed hereunder prior to such commencement date, or (iv) Tenant shall abandon or vacate the Leased Premises for thirty (30) consecutive days if for repair, remodeling, or due to force majeure or Landlord, or (v) Tenant permits this Lease to be taken under any writ of execution, or (vi) Tenant shall fail to perform any other of the terms, conditions, or covenants under this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been received by Tenant, then Landlord, besides other rights or remedies it may have, shall have the right to declare this Lease terminated and the term ended (in which event, this Lease and the term hereof shall expire, cease and terminate with the same force and effect as though the date set forth in any required notice were the date originally set forth herein and fixed for the expiration of the term and Tenant shall vacate and surrender the Leased Premises but shall remain liable for all obligations arising during the balance of the original stated term as hereafter provided as if this Lease had remained in full force and effect) and Landlord shall have the right to bring a special proceeding to recover possession from Tenant holding over and/or Landlord may, in any such events, without notice, re-enter the Leased Premises either by force or otherwise, and dispossess, by summary proceedings or otherwise, Tenant and the legal representative of Tenant or other occupant of the Leased Premises and remove their effects and hold the Leased Premises as if this Lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. Notwithstanding the foregoing provisions of this Article 24, in the event Tenant shall fail to perform or shall default in the performance of any term, covenant or condition of this Lease on three (3) or more separate occasions during any twelve (12) month period, then, even though such failures or defaults may have been cured by Tenant, any further failure or default by Tenant during the term of this Lease shall be deemed a default without the ability of cure by Tenant. In the event of re-entry by Landlord, Landlord may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, without notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the Leased Premises within twenty (20) days after Tenant has vacated the Leased Premises, then such property shall be deemed abandoned by Tenant and Landlord may dispose of the same without liability to Tenant.

Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises, and relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting all rentals and other sums received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rents due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and attorneys' fees and the costs of any alterations and repairs; third, to the payment of rents due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rents as the same may become due and payable hereunder. If such rentals and other sums received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord; if such rentals and the sums shall be more, Tenant shall have no right to, and shall receive no credit for, the excess. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention to be given to Tenant or unless the termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other rights or remedies it may have, it may recover from Tenant all damages Landlord may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorneys' fees, and including the worth at the time of such termination of the excess, if any, of the amount of rents reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of such amounts shall be immediately due and payable from Tenant to Landlord. In determining the rent which would be payable by Tenant hereunder, subsequent to default, the annual rent for each year of the unexpired term shall be equal to the annual minimum rent payable by Tenant for the unexpired term. The terms "entry" and "re-entry" are not limited to their technical meanings.

In case suit shall be brought or motions filed for recovery of possession of the Leased Premises, for the recovery of rents due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept and performed, and a breach shall be established, Tenant shall pay to Landlord as additional rent all expenses incurred therefor, including reasonable attorneys' fees and disbursements. In addition, in the event Landlord shall incur expenses, including reasonable attorneys' fees and disbursements, as a result of Tenant's failure to perform or comply with any term, covenant or condition set forth in this Lease, Tenant shall pay to Landlord as additional rent all such expenses. Tenant shall also pay, as additional rent, all expenses (including reasonable attorney fees and disbursements) incurred as a result of Tenant's insolvency or bankruptcy (including reasonable monitoring of any bankruptcy or insolvency proceeding) or as a result of any attempt to modify any term, covenant, condition or agreement of this Lease in any bankruptcy or insolvency proceeding. Any and all references to the payment of attorneys' fees and disbursements herein shall include those incurred in all trial and appellate levels, as well as those incurred in any bankruptcy or insolvency proceedings

28. NOTICES. Whenever under this Lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant at his last known post office address or at the Leased Premises and deposited in the mail with postage prepaid and if such notice to the Landlord is in writing addressed to the last known post office address of the Landlord and deposited in the mail with postage prepaid. Notice need be sent to only one Tenant where the Tenant is more than one person.

29. OPTION TO RENEW. Landlord hereby grants unto Tenant the right and option to extend the term of this Lease for (2) additional (5) year terms by giving landlord 6 months' prior written notice before the expiration of the original term of this Lease, conditioned upon the following:

- (a) At the time such notice is given, this Lease shall be in full force and effect and Tenant shall not be in default in any of the terms and provisions of said Lease.
- (b) Base rent (not including taxes and insurance and common area maintenance charges) shall be NNN at the following rental rates:
-Base Rent shall increase by 3% per year over the previous year.

30. It is agreed that in the Lease the word "he" shall be used as synonymous with the words "she", "it," and "they," and the word "his" synonymous with the words "hers," "its," and "their."

31. The covenants, conditions, and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

32. The Landlord herewith acknowledges the receipt of **TWO THOUSAND SIX HUNDRED FORTY TWO and 50/100 DOLLARS (\$2,642.50)** which is to be retained as security for the faithful performance of all of the covenants, conditions, and agreements of this Lease, but in no event shall the Landlord be obligated to apply the same upon rents or other charges in arrears or upon damages for the Tenant's failure to perform the said covenants, conditions, and agreements. The Landlord may so apply the security at his option; and the Landlord's right to the possession of the Leased Premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds this security. The said sum if not applied toward the payment of rent in arrears or toward the payments of this Lease is to be returned to the Tenant when this Lease is terminated, according to these terms, and in no event is the said security to be returned until the Tenant has vacated the Leased Premises and delivered possession to the Landlord.

In the event that the Landlord repossesses himself of the said Leased Premises because of the Tenant's default or because of the Tenant's failure to carry out the covenants, conditions, and agreements of this Lease, the Landlord may apply the said security upon all damages suffered to the date of said repossession and may retain the said security to apply upon such damages as may be suffered or shall accrue thereafter by reason of the Tenant's default or breach. The Landlord shall not be obligated to keep the said security as a separate fund but may mix the said security with his own funds.

33. Tenant hereby agrees not to look to the mortgagee, as mortgagee in possession, or successor in title to the property, for accountability for any security deposit required by the Landlord hereunder, unless said sums have actually been received by said mortgagee as security for the Tenant's performance of this Lease.

34. Waiver of Termination. The receipt and application of money by Landlord from Tenant after the termination of this Lease will not reinstate or extend the Lease or its term or waive any notice given by Landlord to Tenant before the receipt of such money.

35. Landlord has the power to terminate this Lease and evict Tenant upon the occurrence of any breach of terms by the Tenant, whether such breach is material or not. Landlord will exercise this power by delivery of a notice of termination. The termination is effective immediately on delivery of the notice to Tenant.

36. JURY WAIVER. Landlord and Tenant waive their right to trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use of or occupancy of the Leased Premises, and any emergency, statutory or any other statutory remedy. Tenant shall not interpose any counterclaim or counterclaims or claims for setoff, recoupment or deduction of rent in a summary proceeding for nonpayment of rent or other action or summary proceeding based on termination, holdover or other default in which Landlord seeks repossession of the Leased Premises from Tenant, unless the failure to raise the same would constitute a waiver thereof

37. INDEMNIFICATION. Tenant shall indemnify Landlord, its partners, officers, directors, stockholders, beneficiaries, employees, agents, successors and assigns, from and against all liability and expense for loss of or damage to property and for injuries or deaths of persons arising or resulting from any occurrence within the Leased Premises. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the Leased Premises; (b) the use or misuse of the Leased Premises by Tenant or its agents, contractors, or invitees; (c) the acts or omissions of Tenant or its agents, contractors, or invitees; or (d) any other event on the Leased Premises, whatever the cause. If Landlord or its affiliates is/are made party to any litigation commenced by or against Tenant, Tenant shall protect and hold Landlord harmless and shall pay all expenses and actual attorneys' fees incurred or paid by Landlord in connection with such litigation. Tenant's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Landlord or for Landlord's intentional misconduct.

38. Tenant agrees to accept the Leased Premises in as-is, where-is condition, with no guarantees, representations or warranties by Landlord as to the condition of the Leased Premises. To the extent Tenant chooses to retain and/or use the personal property within the Leased Premises, Landlord makes no warranty or guarantee of the functionality of any of said personal property equipment in the Leased Premises, nor does the Landlord bear the cost or responsibility of any future repairs or maintenance of any kind for the personal property equipment in the Leased Premises. Landlord does retain ownership of any personal property equipment located in the Leased Premises as of the date of execution of this Lease. Landlord agrees to repair window and replace broken sidewalk.

39. RULES AND REGULATIONS. Tenant agrees to comply with and observe all reasonable rules and regulations established by Landlord from time to time. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the same manner as if the rules and regulations contained herein as covenants. In the case of any conflict between said rules and regulations and this Lease, this Lease shall be controlling

40. This Lease contains a full and complete presentation of the agreement between the parties there being no other oral or written agreements existing between the parties. Any changes or modifications to this Lease must be in writing and signed by all parties to be enforceable.

41. This Lease may be executed in any number of counterparts, each of which, when taken together, shall be deemed to be one and the same instrument. Executed copies of this Lease may be delivered between the parties via electronic email and such copies shall have the same force and effect as originals. Each party agrees that any electronic signatures (whether digital or encrypted) of the parties included in the Lease are intended to authenticate this writing and to have the same force and effect as manual signatures.

42. One or more waivers of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same covenant or condition. The consent or approval to or of any act requiring consent or approval shall not render unnecessary consent or approval to or of any subsequent similar act. No breach of a covenant or condition shall be deemed to have been waived unless such waiver be in writing

43. The parties stipulate and agree to exclusive jurisdiction and venue in the Livingston County Circuit Court in the State of Michigan for the purposes of filing any claim between them, whether or not arising out of or related to this Agreement or the parties' relationship, whether sounding in contract, tort or otherwise, or for the enforcement of any arbitration award. All such matters shall be tried without a jury. Both parties waive any defenses to challenge venue or jurisdiction for an action that is brought in the Livingston County Circuit Court in the State of Michigan.

44. This contract shall be governed and construed in accordance with the laws of Michigan, excluding that State's choice-of-law principles, and all claims between the Parties, whether or not relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of Michigan, excluding that State's choice-of-law principles.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

WITNESSED:

LANDLORD:

COUNTRY CORNERS SHOPPING CENTER, LLC,
a Michigan limited liability company

By: _____

Its: _____

TENANT:

LIVINGSTON COUNTY VETERANS SERVICES,
a _____

By: _____

Its: _____

STATE OF MICHIGAN)
COUNTY OF _____ SS

On this _____ day of _____, A.D., 20____, before me, a Notary Public
in and for the County and State above written, personally appeared _____

of _____
and acknowledged that he/she executed same as _____ free act and deed on behalf of the Tenant.

FURTHER, that the said _____ signed in the presence of the witnesses, and that the
witnesses signed at the request of the said _____ in his/her presence and in the presence of each other.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public, County of _____
My Commission Expires: _____

STATE OF MICHIGAN)
COUNTY OF _____ SS.

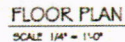
On this _____ day of _____, A.D., 20____. before me, a Notary Public
in and for the County and State above written. personally appeared _____
of _____

and acknowledge that he/she executed same as _____ free act and deed on behalf of the Landlord.

FURTHER, that the said _____ signed in the presence of the witnesses, and
that the witnesses signed at the request of the said _____ in his/her presence and in the presence of each other.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public, County of _____
My Commission Expires: _____



1. The ground floor area of the subject Property, calculated in accordance with the zoning ordinance of Genoa Township, is 70,170 square feet.
2. The level area of the subject Property is 603,131 square feet.

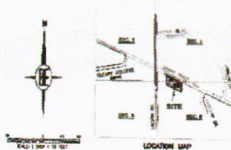
B. Printing Tax:

1. There were 867 regular printing orders and 17 handwritten printing orders on the taxpayer's books.
2. The selling instructions of three taxpayers require that the sale of property with sales commissions have 174 regular printing orders and 8 handwritten printing orders collected before.

Cash accounting selling instruction Article 14 as applied to retail shopping centers with multiple tenants, requires:

- 1. Spots for each 250 square feet of gross retail floor area for the first 20,000 square feet for each 175 square feet for the next 30,000 to 400,000 square feet or greater and their own additional 1 handwritten order required for total spots ranging from 201-400 and 17 handwritten orders for total spots numbering 301-400.

- | LEARNING | | | |
|----------|------------------|---|------------------|
| 0 | NEW SET | → | REVIEW SET |
| 0 | NEW PAPER | → | NEW PAPER |
| 0 | NEW QUESTION | → | NEW QUESTION |
| 0 | NEW ANSWER | → | NEW ANSWER |
| 0 | NEW TOPIC | → | NEW TOPIC |
| 0 | NEW SUBJECT | → | NEW SUBJECT |
| 0 | NEW COURSE | → | NEW COURSE |
| 0 | NEW INSTRUCTOR | → | NEW INSTRUCTOR |
| 0 | NEW MATERIAL | → | NEW MATERIAL |
| 0 | NEW METHOD | → | NEW METHOD |
| 0 | NEW TOOL | → | NEW TOOL |
| 0 | NEW TECHNOLOGY | → | NEW TECHNOLOGY |
| 0 | NEW IDEAS | → | NEW IDEAS |
| 0 | NEW CONCEPTS | → | NEW CONCEPTS |
| 0 | NEW THEORIES | → | NEW THEORIES |
| 0 | NEW MODELS | → | NEW MODELS |
| 0 | NEW FRAMEWORKS | → | NEW FRAMEWORKS |
| 0 | NEW PERSPECTIVES | → | NEW PERSPECTIVES |
| 0 | NEW APPROACHES | → | NEW APPROACHES |
| 0 | NEW METHODS | → | NEW METHODS |
| 0 | NEW TECHNIQUES | → | NEW TECHNIQUES |
| 0 | NEW PROCEDURES | → | NEW PROCEDURES |
| 0 | NEW ALGORITHMS | → | NEW ALGORITHMS |
| 0 | NEW FORMULAS | → | NEW FORMULAS |
| 0 | NEW EQUATIONS | → | NEW EQUATIONS |
| 0 | NEW LAWS | → | NEW LAWS |
| 0 | NEW PRINCIPLES | → | NEW PRINCIPLES |
| 0 | NEW RULES | → | NEW RULES |
| 0 | NEW GUIDELINES | → | NEW GUIDELINES |
| 0 | NEW STANDARDS | → | NEW STANDARDS |
| 0 | NEW CRITERIA | → | NEW CRITERIA |
| 0 | NEW MEASURES | → | NEW MEASURES |
| 0 | NEW INDICES | → | NEW INDICES |
| 0 | NEW RATIOS | → | NEW RATIOS |
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| 0 | NEW PRESSURES | → | NEW PRESSURES |
| 0 | NEW SPEEDS | → | NEW SPEEDS |
| 0 | NEW RATES | → | NEW RATES |
| 0 | NEW PROPORTIONS | → | NEW PROPORTIONS |
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| 0 | NEW PRESSURES | → | NEW PRESSURES |
| 0 | NEW SPEEDS | → | NEW SPEEDS |
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| 0 | NEW DECIMALS | → | NEW DECIMALS |
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| 0 | NEW DEPTHS | → | NEW DEPTHS |
| 0 | NEW TEMPERATURES | → | NEW TEMPERATURES |

[illegible][illegible]

PROJECT NO. _____ CONTRACT NO. _____
 DRAWING NO. _____ SCALE _____
 DATE AND _____
 COUNTRY CORNERS
 PROJECT
 COUNTRY CORNERS BUILDING CENTER
 4001 BAYVIEW, N.W.
 LAKESIDE, N.C. 28550
 919-455-1111
 BOSS ENGINEERING
 CONSULTANTS, INC.
 10000 BOSS BLVD.
 FARMINGTON, N.C. 27834
 919-455-1111

EXHIBIT "B"

TENANT'S WORK

Identify all Tenant work/leasehold improvements to be completed by Tenant including, but not limited to, lighted signage on Grand River side of Building and entryway, demising wall, and new HVAC components. Landlord to repair window and replace broken sidewalks.

FINANCIAL STATEMENTS FOR 2021 CVSF GRANT

Livingston County, Michigan



Livingston County YEAR-TO-DATE BUDGET REPORT

2017

FOR 2017 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	-139,076.00	8,655.00	-130,421.00	-604,397.28	.00	473,976.28	463.4%

** END OF REPORT - Generated by Mary Durst **

Livingston County, Michigan



Livingston County YEAR-TO-DATE BUDGET REPORT

2017

FOR 2017 13

ACCOUNTS FOR: 295	VETERANS SERVICES FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
295	VETERANS SERVICES FUND	-139,076.00	8,655.00	-130,421.00	-604,397.28	.00	473,976.28	463.4%
	TOTAL REVENUES	-985,605.00	.00	-985,605.00	-1,035,189.68	.00	49,584.68	
	TOTAL EXPENSES	846,529.00	8,655.00	855,184.00	430,792.40	.00	424,391.60	



LIVINGSTON COUNTY Veterans Services

2300 East Grand River Avenue, Suite 109, Howell, Michigan 48843 517-546-6338

MEMORANDUM

TO: Michigan Veterans Affairs Agency

FROM: Mary Durst, Livingston County Veterans Services Director

DATE: 3/17/2020

SUBJECT: FY 2020 County Veterans Service Fund Grant

This memo is being produced at the request of the MVAA to further clarify Livingston County's budgets and millage rates from 2017 to 2020.

In 2017, the County Veterans Services millage was approved. We were funded through general government funding previously. The 2017 millage rate was set in anticipation to be able to fund a Veterans Transitional Housing program with an attached Veterans Services Office in Livingston County. An exploratory committee was formed and, after intensive investigation, it was determined that the need was not great enough to justify the expenditure.

To maintain fiscal responsibility, the millage was decreased in 2018 in order to utilize money previously earmarked for a project that did not come to fruition. In addition, personnel costs were less as the office was in the process of a large employee turnover.

In 2019, the millage rate was further lowered with the intent to continue utilization of savings. At this time, the topic was raised that Veterans Services was still in need of a larger, more easily accessible building.

In 2020, the millage rate was kept the same as 2019 (overall monies increased due to increased home values). The intention is to utilize both our current savings and current monies to fund a lease and office build out. We are also anticipating increases in operations and relief fund costs now that we are operating at full capacity.

In the past year and a half our office has grown from one VSO and one part-time driver to a fully staffed department with a Director, an Administrative Specialist, 3 VSO's and three part-time drivers complete with two department owned vehicles. It is my intention to continue to grow our services to meet the needs of the veterans and their dependents.

Our county attempted a very large and complex project in 2017 and it was found to be, in the best interest of the taxpayers, not ideal. I hope we will not be penalized for attempting something ambitious. We made the decision not pursue the project further when the facts suggested it was not in the County taxpayers' best interest. Demonstrating fiscal responsibility, we reduced rates to utilize monies already in reserve. At first glance, I understand how it may appear that we are investing less in our veterans; but I can assure you, the opposite is true. We are just spending down our savings to do it.

The following data is to supplement previous financial documents. As you can see, our county invests in our veterans.

2017: Operation and Relief Fund Budget- .124 mills for Veterans Services.

2018: Operation and Relief Fund Budget- .1190 mills to support Veterans Services;

2019: Operation and Relief Fund Budget - .1127 mills to support Veterans Services

2020: Operation and Relief Fund Budget - .1127 mills to support Veterans Services

I can assure you the County Veteran Service Grant will not be used to supplant current expenditures. As my grant request demonstrates, the plan is to utilize this grant to fund our move in order to increase services to our veterans. This grant is a big piece of the plan and being denied could set our County back considerably. I have already received the County's Board of Commissioners approval to seek out a lease and I have received quotes. It is my hope that I have adequately shown our county has not reduced its services to our veterans over the past few years. I respectfully request you approve my grant, which will allow us to better care for our veterans in Livingston County. If you have any further questions, please do not hesitate to reach out. I can be reached via email or on my personal cell phone at 810-956-4153. Thank you in advance for your consideration.

Livingston County, Michigan



Livingston County YEAR-TO-DATE BUDGET REPORT

2020

FOR 2020 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	8,428.00	18,705.00	27,133.00	-682,759.27	72,586.05	637,306.22	2248.8%

** END OF REPORT - Generated by Mary Durst **

Livingston County, Michigan



Livingston County YEAR-TO-DATE BUDGET REPORT

2020

FOR 2020 13							
ACCOUNTS FOR: 295	VETERANS SERVICES FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET PCT USE/COL
295	VETERANS SERVICES FUND	8,428.00	18,705.00	27,133.00	-682,759.27	72,586.05	637,306.22-2248.8%
	TOTAL REVENUES	-1,011,000.00	.00	-1,011,000.00	-1,077,968.51	.00	66,968.51
	TOTAL EXPENSES	1,019,428.00	18,705.00	1,038,133.00	395,209.24	72,586.05	570,337.71

Livingston County, Michigan



Livingston County NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 21100 2021 ANNUAL OPERATING BUDGET

FOR PERIOD 99

VETERANS SERVICES FUND	2019 REVISED BUD	2020 REVISED BUD	2021 BASE	2021 DEPT REQST	2021 RECOMMEND	2021 FINANCE
MISCELLANEOUS EXPENSE	17.50	1,000.00	.00	1,000.00	1,000.00	.00
956002 MISC EXP - DONATED FUNDS						
MISC EXP - DONATED FUN	5,355.00	2,835.52	.00	2,835.52	2,835.52	.00
957000 EMPLOYEE PROFESSIONAL DEVELOP						
EMPLOYEE PROFESSIONAL	3,040.00	4,000.00	.00	2,000.00	2,000.00	.00
963000 MTT CHARGEBACK INTEREST						
MTT CHARGEBACK INTERES	100.00	100.00	.00	100.00	100.00	.00
964000 COST ALLOCATION						
COST ALLOCATION	33,367.00	34,861.00	46,834.00	46,834.00	46,834.00	.00
999000 TRANSFER OUT						
TRANSFER OUT	42,627.00	.00	.00	.00	.00	.00
TOTAL VETERANS SERVICES FUND	123,306.00	27,133.00	493,705.00	-346,282.48	-346,282.48	.00
TOTAL REVENUE	-1,000,606.00	-1,011,000.00	.00	-1,053,000.00	-1,053,000.00	.00
TOTAL EXPENSE	1,123,912.00	1,038,133.00	493,705.00	706,717.52	706,717.52	.00
GRAND TOTAL	123,306.00	27,133.00	493,705.00	-346,282.48	-346,282.48	.00

** END OF REPORT - Generated by Mary Durst **

Livingston County, Michigan



Livingston County NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 21100 2021 ANNUAL OPERATING BUDGET

FOR PERIOD 99

VETERANS SERVICES FUND	2019 REVISED BUD	2020 REVISED BUD	2021 BASE	2021 DEPT REQST	2021 RECOMMEND	2021 FINANCE
COMMUNITY PROJECT / PR	37,576.00	44,080.00	.00	44,080.00	44,080.00	.00
920000 UTILITIES						
UTILITIES	2,364.00	2,364.00	1,885.00	1,885.00	1,885.00	.00
933000 OFFICE EQUIP R&M						
OFFICE EQUIP R&M	.00	2,500.00	.00	1,000.00	1,000.00	.00
940000 FACILITY SERVICE CHARGES						
FACILITY SERVICE CHARG	7,483.00	9,050.00	8,919.00	8,919.00	8,919.00	.00
940001 FACILITY SERV - DEPT REQUESTS						
FACILITY SERV - DEPT R	4,215.00	.00	.00	.00	.00	.00
943010 IT HARDWARE MONTHLY CHARGES						
IT HARDWARE MONTHLY CH	20,756.00	16,215.00	16,362.00	13,890.00	13,890.00	.00
943012 NEW IT HARDWARE/SOFTWARE						
NEW IT HARDWARE/SOFTWA	5,149.12	2,000.00	.00	2,999.00	2,999.00	.00
943020 IT SOFTWARE MONTHLY CHARGES						
IT SOFTWARE MONTHLY CH	13,699.00	5,962.00	5,962.00	5,461.00	5,461.00	.00
956000 MISCELLANEOUS EXPENSE						

Livingston County, Michigan



Livingston County

NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 21100 2021 ANNUAL OPERATING BUDGET

FOR PERIOD 99

VETERANS SERVICES FUND	2019 REVISED BUD	2020 REVISED BUD	2021 BASE	2021 DEPT REQST	2021 RECOMMEND	2021 FINANCE
VETERANS EMERGENCY ASS	302,438.00	291,964.48	.00	135,000.00	135,000.00	.00
847003 EMERGENCY RELIEF - PEACE TIME						
EMERGENCY RELIEF - PEA	30,000.00	30,000.00	.00	10,000.00	10,000.00	.00
847004 VET ID CARD						
VET ID CARD	1,320.00	1,500.00	.00	1,500.00	1,500.00	.00
851000 TELEPHONE CHARGES						
TELEPHONE CHARGES	4,008.00	3,248.00	3,846.00	3,846.00	3,846.00	.00
860000 IN-STATE TRAVEL						
IN-STATE TRAVEL	2,500.00	3,000.00	.00	500.00	500.00	.00
860010 MILEAGE REIMB..						
MILEAGE REIMB..	1,000.00	1,000.00	.00	1,000.00	1,000.00	.00
860500 OUT OF STATE TRAVEL						
OUT OF STATE TRAVEL	3,500.00	4,500.00	.00	.00	.00	.00
861000 AUTO LEASING						
AUTO LEASING	65,836.00	28,521.00	30,110.00	26,816.00	26,816.00	.00
880000 COMMUNITY PROJECT / PROMOTIONS						

Livingston County, Michigan



Livingston County NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 21100 2021 ANNUAL OPERATING BUDGET

FOR PERIOD 99

VETERANS SERVICES FUND	2019 REVISED BUD	2020 REVISED BUD	2021 BASE	2021 DEPT REQST	2021 RECOMMEND	2021 FINANCE
POSTAGE / METER FEES	338.88	600.00	.00	200.00	200.00	.00
743000 UNIFORMS						
UNIFORMS	1,200.00	1,400.00	.00	500.00	500.00	.00
747000 SUPPLIES - OPERATING EQUIPMENT						
SUPPLIES - OPERATING E	1,600.00	.00	.00	.00	.00	.00
800000 BOARD/COMMITTEE PER DIEM						
BOARD/COMMITTEE PER DI	2,800.00	3,625.00	.00	4,140.00	4,140.00	.00
803000 LEGAL SERVICES						
LEGAL SERVICES	31,097.50	30,000.00	.00	5,000.00	5,000.00	.00
815000 DOCUMENT FILMING SERVICES						
DOCUMENT FILMING SERVI	3,000.00	.00	.00	.00	.00	.00
817000 MEMBERSHIP DUES						
MEMBERSHIP DUES	660.00	330.00	.00	425.00	425.00	.00
819000 OTHER CONTRACT SVS						
OTHER CONTRACT SVS	10,500.00	2,000.00	.00	2,000.00	2,000.00	.00
847000 VETERANS EMERGENCY ASSISTANCE						

Livingston County, Michigan



Livingston County NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 21100 2021 ANNUAL OPERATING BUDGET

FOR PERIOD 99

VETERANS SERVICES FUND	2019 REVISED BUD	2020 REVISED BUD	2021 BASE	2021 DEPT REQST	2021 RECOMMEND	2021 FINANCE
FICA - EMPLOYER SHARE	24,591.00	26,390.00	19,987.00	19,987.00	19,987.00	.00
716000 HEALTH INSURANCE ER SHARE						
HEALTH INSURANCE ER SH	74,646.00	75,768.00	51,908.00	51,908.00	51,908.00	.00
717000 LIFE INSURANCE						
LIFE INSURANCE	626.00	626.00	445.00	445.00	445.00	.00
718000 MERS - EMPLOYER SHARE						
MERS - EMPLOYER SHARE	51,492.00	49,440.00	39,555.00	39,555.00	39,555.00	.00
719000 WORKERS COMPENSATION						
WORKERS COMPENSATION	2,332.00	4,284.00	4,154.00	4,154.00	4,154.00	.00
723000 LT/ST DISABILITY INSURANCE						
LT/ST DISABILITY INSUR	3,640.00	3,497.00	2,504.00	2,504.00	2,504.00	.00
725000 RETIREE HEALTH CARE SAV-ER						
RETIREE HEALTH CARE SA	1,980.00	.00	.00	.00	.00	.00
726000 SUPPLIES - OFFICE						
SUPPLIES - OFFICE	4,500.00	4,500.00	.00	3,000.00	3,000.00	.00
730000 POSTAGE / METER FEES						

Livingston County, Michigan



Livingston County NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 21100 2021 ANNUAL OPERATING BUDGET

FOR PERIOD 99

VETERANS SERVICES FUND	2019 REVISED BUD	2020 REVISED BUD	2021 BASE	2021 DEPT REQST	2021 RECOMMEND	2021 FINANCE
404000 CURR YR REAL/PERS PROPERTY TAX						
CURR YR REAL/PERS PROP	-1,000,606.00	-1,011,000.00	.00	-1,011,000.00	-1,011,000.00	.00
573000 LOCAL COMM STABILIZATION SHARE						
LOCAL COMM STABILIZATI	.00	.00	.00	-20,000.00	-20,000.00	.00
665000 INTEREST - INVESTMENT						
INTEREST - INVESTMENT	.00	.00	.00	-22,000.00	-22,000.00	.00
702000 OTHER PAY/COMPENSATION						
OTHER PAY/COMPENSATION	.00	1,800.00	1,800.00	1,800.00	1,800.00	.00
704000 SALARIES - REGULAR EMPLOYEES						
SALARIES - REGULAR EMP	284,567.00	290,317.00	204,621.00	204,621.00	204,621.00	.00
706001 SALARIES - PT (20 HRS OR LESS)						
SALARIES - PT (20 HRS	36,876.00	52,855.00	54,813.00	54,813.00	54,813.00	.00
707000 SALARIES - OVERTIME						
SALARIES - OVERTIME	1,115.00	2,000.00	.00	2,000.00	2,000.00	.00
715000 FICA - EMPLOYER SHARE						

Veteran Services Office Relocation Estimated Budget

12/31/19 Fund Bal \$2,400,468 includes investments

BEST CASE SCENARIO (same millage, same grant)											
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Millage	\$1,011,000	\$ 1,105,193	\$1,099,613	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
MVAA Grant	\$ 10,000	\$ 64,520	\$ 64,520	\$ 64,520	\$ 64,520	\$ 64,520	\$ 64,520	\$ 64,520	\$ 64,520	\$ 64,520	\$ 64,520
Total Revenue	\$1,021,000	\$ 1,169,713	\$1,164,133	\$1,064,520	\$1,064,520	\$1,064,520	\$1,064,520	\$1,064,520	\$1,064,520	\$1,064,520	\$1,064,520

MID CASE SCENARIO (lower millage and no grant)											
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Millage	\$1,011,000	\$ 1,105,193	\$1,099,613	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000
MVAA Grant	\$ 108,015	\$ 64,520	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$1,119,015	\$ 1,169,713	\$1,149,613	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000

WORST CASE SCENARIO (failed millage, no grant)											
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Millage	\$1,011,000	\$ 1,105,193	\$1,099,613	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MVAA Grant	\$ 108,015	\$ 64,520	\$ 64,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$1,119,015	\$ 1,169,713	\$1,164,133	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

EXPENSES AT NEW OFFICE LOCATION											
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Build Out & Lease	\$ 476,236	\$ 40,141	\$ 45,174	\$ 46,684	\$ 48,194	\$ 49,704	\$ 51,214	\$ 52,724	\$ 54,234	\$ 55,744	\$ 57,254
All other expenses	\$ 705,026	\$ 745,263	\$ 767,986	\$ 791,391	\$ 815,251	\$ 838,327	\$ 863,477	\$ 889,381	\$ 916,063	\$ 943,554	\$ 971,851
Total Expenditures	\$1,181,262	\$ 785,404	\$ 813,160	\$ 838,075	\$ 863,445	\$ 888,031	\$ 914,691	\$ 942,105	\$ 970,297	\$ 999,299	\$ 1,029,105

ESTIMATED FUND BALANCE (with office relocation)											
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
BEST	\$2,240,207	\$ 2,624,516	\$2,975,489	\$3,201,933	\$3,403,008	\$3,579,497	\$3,729,326	\$ 3,851,741	\$ 3,945,964	\$ 4,011,185	\$ 3,982,080
MID	\$2,338,222	\$ 2,722,531	\$3,058,984	\$2,920,908	\$2,757,463	\$2,569,432	\$2,354,741	\$ 2,112,636	\$ 1,842,339	\$ 1,543,040	\$ 513,935
WORST	\$2,338,222	\$ 2,722,531	\$3,073,504	\$2,235,428	\$1,371,983	\$ 483,952	\$ (430,739)	\$ (1,372,844)	\$ (2,343,141)	\$ (3,342,440)	\$ (4,371,545)

opt out of lease contract
millage fails

LIVINGSTON COUNTY VETERANS' COMMITTEE

MEETING MINUTES

August 26, 2020

6:00 p.m.

Veterans' Services Virtual Meeting Room

Meeting ID: 512-519-6608

<https://us02web.zoom.us/j/5125196608>

Members Present Bruce Hundley
 Kevin Nagle
 Joe Riker
 James Wallace
 Robert J. Bezotte

Staff Present Mary Durst
 April Townsend

1. CALL TO ORDER

Chairman Joe Riker calls meeting to order at 6:02 P.M.

2. PLEDGE OF ALLEGIENCE

3. ROLL CALL

Roll call by Chairman indicates a quorum.

4. CONSENT AGENDA

(Agenda, Minutes, Bills and other voted topics that are deemed housekeeping)

4.1 July 15, 2020 minutes

4.2 August 12, 2020 minutes

Motion to approve Consent Agenda.

Moved By Robert J. Bezotte

Seconded By James Wallace

Motion Carried (5 to 0)

5. CALL TO THE PUBLIC

None.

6. APPLICATIONS FOR RELIEF

6.1 20-48

Motion to approve up to \$3,500 to go towards a vehicle.

Moved By Robert J. Bezotte

Seconded By James Wallace

Yes (5): Bruce Hundley, Kevin Nagle, Joe Riker, James Wallace, and Robert J. Bezotte

Motion Carried (5 to 0)

6.2 20-50

Motion to pay the full amount for six medical bills totaling \$5,456.87

Moved By Robert J. Bezotte

Seconded By Kevin Nagle

Yes (5): Bruce Hundley, Kevin Nagle, Joe Riker, James Wallace, and Robert J. Bezotte

Motion Carried (5 to 0)

6.3 20-52

Motion to approve both bills totaling \$3,580.02.

Moved By Robert J. Bezotte

Seconded By Joe Riker

Yes (4): Kevin Nagle, Joe Riker, James Wallace, and Robert J. Bezotte

No (1): Bruce Hundley

Motion Carried (4 to 1)

6.4 20-54

Motion to amend previous motion to approve up to \$3,500 towards a car to be purchased at any dealership, and to approve \$7,390 for a new roof.

Moved By Robert J. Bezotte
Seconded By Kevin Nagle

Yes (5): Bruce Hundley, Kevin Nagle, Joe Riker, James Wallace, and Robert J. Bezotte

Motion Carried (5 to 0)

Kevin Nagle out at 7:30 P.M.

7. BUSINESS

7.1 Future Budgeting

Director discussed spending trends and possible impact on future budgeting.

7.2 Office Restructuring

Motion to approve office restructuring as requested by the director.

Moved By Joe Riker
Seconded By Robert J. Bezotte

Yes (5): Bruce Hundley, Joe Riker, James Wallace, and Robert J. Bezotte

Motion Carried (4 to 0)

7.3 Office Relocation and Expansion

Motion to move ahead with office relocation and expansion as outlined by the Director.

Moved By James Wallace
Seconded By Robert J. Bezotte

Yes (5): Bruce Hundley, Joe Riker, James Wallace, and Robert J. Bezotte

Motion Carried (4 to 0)

7.4 2021 MVAA Grant

Motion to utilize 2021 MVAA grant for 2021 lease fees of new office and to purchase a Customer Relationship Management database.

Moved By Joe Riker
Seconded By Robert J. Bezotte

Yes (5): Bruce Hundley, Joe Riker, James Wallace, and Robert J. Bezotte

Motion Carried (4 to 0)

7.5 Mental Health Assessment Policy

Motion to remove income limits from the Mental Health Assessment Policy.

Moved By Joe Riker

Seconded By James Wallace

Yes (4): Bruce Hundley, Joe Riker, James Wallace, and Robert J. Bezotte

Absent (1): Kevin Nagle

Motion Carried (4 to 0)

7.6 Vehicle Funding Limits

Director requested to withdraw this request to see if the expanded buying criteria allows for more quality cars within the \$3,500 price range.

8. DIRECTOR REPORTS

8.1 Monthly Office Report

Director provided monthly report to Committee.

8.2 Monthly Finance Report

Director provided monthly report to Committee.

9. COMMITTEE DISCUSSION

Commissioner Bezotte requested the Director add a running total of office statistics onto Veteran Services webpage.

10. ADJOURNMENT

Motion to adjourn at 8:36 P.M.

Moved By Bruce Hundley

Seconded By Joe Riker

Yes (4): Bruce Hundley, Joe Riker, James Wallace, and Robert J. Bezotte

Absent (1): Kevin Nagle

Motion Carried (4 to 0)

Mary Durst, Recorder

Joe Riker

Mary Durst

To: Rowlander, Karen (DMVA)
Subject: RE: CVSF Grant Livingston..again :)

From: Rowlander, Karen (DMVA) <RowlanderK@michigan.gov>
Sent: Monday, August 31, 2020 5:18 PM
To: Mary Durst <MDurst@livgov.com>
Subject: [EXT] RE: CVSF Grant Livingston..again :)

"The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin."

SPECIAL NOTE: The MVAA is requesting all CVSF Grant applications submitted by September 1st at 5:00 p.m. even if the Personal and Human Services Committee and Board of Commissioners have not voted on the proposed grant projects. The MVAA will allow modifications of the Livingston County's CVSF Grant Application should circumstances arise with Committee and/or Board approval.

Karen

Karen Rowlander, Grant Specialist (she/her/hers)
Michigan Veterans Affairs Agency
North Washington Square
Phoenix Building, 5th Floor
Lansing, MI 48933
(517)243-7675



RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing the Business Property Lease Agreement with Country Corners Shopping Center, L.L.C. for the Livingston County Veteran Services Office to Occupy the North Facing 3,020 sq. ft. of 4050 E. Grand River, Howell, MI 48843

WHEREAS, Livingston County Veterans Services has a need for a larger office area; and

WHEREAS, the current Veteran Services office space is not adequate to accommodate the growth of staff and new programs; and

WHEREAS, Livingston County Veteran Services and Country Corners Shopping Center, LLC. have negotiated a lease for Veteran Services to occupy 3,020 sq. ft. at 4050 E. Grand River, Howell, MI 48843; and,

WHEREAS, the 10 year lease has a monthly rate of \$3,649.17, annual first year cost of \$43,790.04, with set annual increases; and

WHEREAS, the lease provides that the tenant will pay its pro rata share of taxes, insurance, heating, cooling and electric during the term of the lease. Landlord will maintain in good condition and order, the parking areas and landscaped areas including the maintenance of ground surfaces, exterior trash and debris removal, snow removal and lighting; and

WHEREAS, MVAA grant funding will be used to defray lease costs until 2022, then millage funding will be used; and

WHEREAS, the lease has an “opt-out” clause after year 5 if the millage is not renewed; and

WHEREAS, the lease is effective on or about November 1st, 2020.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners approves a Business Property Lease Agreement with Country Corners Shopping Center LLC, with a term commencing on or near November 1, 2020 and continuing to January 31, 2031 for 3,020 sq. ft. at 4050 E Grand River Ave., Howell, MI 48843 at a rate of \$3,649.17 per month during the first year, with annual adjustments as provided in the terms of the lease.

BE IT FURTHER RESOLVED, that the Chair of the Livingston County Board of Commissioners is authorized to sign said lease and renewals with the Country Corners Shopping Center, L.L.C. upon review and approval of Civil Counsel.

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

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MOVED:

SECONDED:

CARRIED:

LEASE AGREEMENT

THIS LEASE, made this _____, 2020

By and between **COUNTRY CORNERS SHOPPING CENTER, L. L. C.**, the Lessor (hereinafter "Landlord") **AND Livingston County Veterans Services**, a _____ organization [CONFIRM ENTITY], the Lessee (hereinafter "Tenant") (the "Lease").

For and in consideration of the covenants, agreements, and conditions hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby hires from Landlord the following described premises (hereinafter "Leased Premises") situated in the Township of Genoa in Livingston County, Michigan: Consisting of 3,020 sq. ft. (4.31 percent % of building) commonly known 4050 East Grand River, Howell, Michigan for the term of ten (10) years from and after November 1, 2020.

SEE EXHIBIT "A." ATTACHED HERETO AND MADE A PART HEREOF

1. RENT; TERM; EARLY TERMINATION

(a) Tenant covenants and agrees to pay to Landlord as Annual Rent for the Leased Premises payable in advance on the first day of each month in equal monthly installments, without notice of demand from Landlord and without abatement, deduction or offset. Any payment received after the 5th of the month shall bear a penalty of 5% per month of the rental amount.

(b) Tenant covenants and agrees to pay as Additional Rent his proportionate share of all taxes levied against and insurance premiums incurred by the Landlord. Tenant's proportionate share of said taxes and insurance premiums is defined as that part of all taxes, (exclusive of federal and state income taxes), general assessments, and special assessments levied against and of all insurance premiums incurred by the Landlord which bears the same ratio to all such taxes and insurance as the total square footage of the Leased Premises bears to the total leasable square footage of the County Corners Shopping Center ("Shopping Center"). Tenant covenants and agrees to pay the Additional Rent, without notice or demand from Landlord and without abatement, deduction, or offset, in advance on the first day of each month in equal monthly installments in an amount estimated by the Landlord.

Upon receipt of all tax bills, assessment bills, and insurance bills attributable to any calendar year during the term hereof, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of the taxes and insurance for such year. If the total amount paid by Tenant under this paragraph for any calendar year shall be less than the actual amount due from Tenant for such year, as shown on such statement, Tenant shall pay the Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within ten (10) days after demand therefore by Landlord; and if the total amount paid by Tenant hereunder for any such calendar year shall exceed the actual amount due from Tenant, such excess shall be credited against the next installment of taxes and insurance due from Tenant to Landlord hereunder. For the calendar years in which the Lease commences and terminates, Tenant's liability for its proportionate share of taxes and insurance shall be prorated on the basis of the number of days of said calendar years for which the term of the Lease is in effect. Prior to or at the commencement of the Lease and from time to time thereafter throughout the term hereof, Landlord shall notify Tenant in writing of Landlord's estimate of Tenant's monthly installments due hereunder.

(c) In addition to Tenant's proportionate share of insurance premiums which Tenant agrees to pay as Additional Rent pursuant to paragraph 1(b) of this Lease, Tenant further agrees that it will pay that part of any increase in insurance premiums which is attributable to or caused by the nature of the business conducted by the Tenant in the Leased Premises or the character of Tenant's occupancy, whether or not Landlord has consented to the same. Such increase in premiums shall be paid to Landlord in the same manner as the Additional Rent provided for in paragraph 1(b) above.

(d) Tenant covenants and agrees to pay to Landlord Tenant's proportionate share of all costs and expenses of every kind and nature paid or incurred by Landlord in operating, managing, repairing, replacing and maintaining all areas, facilities, and building used in the maintenance and operation of the Shopping Center including by way of illustration and not of limitation all driveways, parking lots, roofs, sidewalks and lawns. Such costs and expenses shall include, but not be limited to cleaning, lighting, snow removal, line painting and landscaping, Tenant covenants and agrees to pay his proportionate share of such cost and expenses in advance on the first day of each month in equal monthly installments in an amount estimated by Landlord, within ninety (90) days after the end of each Lease Year or partial Lease Year, Landlord shall furnish Tenant with a statement of actual amount of Tenant's proportionate share of such costs and expenses for such period. If the total amount paid by Tenant under this paragraph for any calendar year shall be less than the actual amount due from Tenant for such year as shown on such statement, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within thirty (30) days after the furnishing of each such statement; and if the total amount paid by Tenant hereunder for any such calendar year shall exceed such actual amount due from Tenant for such calendar year, such excess shall be credited against the installment due from Tenant to Landlord under this section. Prior to or at the commencement of the term of this Lease and from time to time thereafter throughout the term hereof, Landlord shall notify Tenant in writing of Landlord's estimate of Tenant's monthly installments due hereunder.

(e) Taxes Insurance, Common Area Maintenance currently is Four Dollars (\$4) per square foot. (Estimated for year 2020); Tenant shall be responsible for and shall pay before delinquency all municipal, county and state taxes assessed during the term of this Lease against any personal property of Tenant of any kind, owned by or placed in the Leased Premises by Tenant.

(f) Payments of Rent and Additional Rent shall be made to **payable to Country Corners Shopping Center, L.L.C. at the lockbox address of 2079 Reliable Parkway Chicago, IL 60686** or at such places as the Landlord may from time to time designate.

(g) Rent

MONTHS 1-3 : FREE BASE RENT (\$0)

YEARS

1	\$ 2,642.50	Per Mo. \$ 10.50 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly	\$3,649.17
2	\$ 2,768.33	Per Mo. \$ 11.00 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly	\$3,775.00
3	\$ 2,894.17	Per Mo. \$ 11.50 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly	\$3,900.84
4	\$ 3,020.00	Per Mo. \$ 12.00 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly	\$4,026.67
5	\$ 3,145.83	Per Mo. \$ 12.50 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly	\$4,152.50
6	\$ 3,271.67	Per Mo. \$ 13.00 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly	\$4,278.34
7	\$ 3,397.50	Per Mo. \$ 13.50 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly	\$4,404.12
8	\$ 3,563.33	Per Mo. \$ 14.00 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly	\$4,530.00
9	\$ 3,649.17	Per Mo. \$ 14.50 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly	\$4,655.84
10	\$3,725.00	Per Mo. \$ 15.00 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly	\$4,781.67

This Lease shall be deemed and construed to be a "net lease" and, notwithstanding anything contained herein to the contrary, Landlord shall receive all rent due hereunder absolutely free of all charges, assessments and impositions, expenses, offsets or deductions of any kind. Landlord shall not be expected or required to make any payment or provide any service to Tenant or any other person or entity, except as otherwise expressly set forth herein.

Tenant shall have the right and ability on or after _____, 2026 to early terminate the Lease solely in the event the Livingston County Millage does not provide funding for Lessee. Lessee represents and warrants that adequate funding is now available and is irrevocably allocated for this Lease through _____. 2026.

2. ASSIGNMENT. Tenant covenants and agrees not to assign or transfer this Lease or pledge or mortgage same or any Interest therein or to sub-let the Leased Premises or any part thereof without the written consent of Landlord. Any assignment, transfer, pledge, mortgage, or sub-letting without the written consent of Landlord shall give Landlord the right to terminate this Lease and re-enter and repossess the Leased Premises.

3. BANKRUPTCY AND INSOLVENCY. The Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this Lease may be terminated at the option of the Landlord.

4. RIGHT TO MORTGAGE. The Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said Leased Premises and on the land and buildings of which the said Leased Premises are a part or upon any buildings hereafter erected on the land. The Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and by any mortgagees or proposed mortgagees, and hereby irrevocably appoints the Landlord the attorney-in-fact for the Tenant to execute and deliver any such instrument or instruments for and in the name of the Tenant.

SUBORDINATION & ATTORNMEN: This Lease and Tenant's rights under this Lease are subject and subordinate to any first mortgage or deed of trust, together with any modifications and replacements, that now or at any subsequent time encumber the land and the buildings on or in which the demised premises is located. The foregoing provision will be self-operative and no further instrument will be required to effect it. Tenant hereby agrees that Tenant will recognize as its landlord under this Lease and shall attorn to any person succeeding to the interest of Landlord in respect of the land and the buildings on or in which the Leased Premises is contained, upon any foreclosure of any mortgage upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage.

(a) Tenant further specifically acknowledges that upon its/their acceptance of possession of the Leased Premises all improvements (if any) and the space required to be furnished by the Landlord pursuant to the terms of this lease and any addendums hereto, have been completed by Landlord in all respects.

Tenant agrees to execute a separate estoppel certificate and subordination agreement at the request of the Landlord upon possession which certificate certifies:

- (1) That it has accepted possession of the Leased Premises pursuant to the terms of the within lease.
 - (2) That the improvements and space required to be furnished by Landlord pursuant to the lease have been completed in all respects.
 - (3) That Landlord has fulfilled all of its duties of an inducement nature, and the above lease is in full force and effect and free from default of either party.
 - (4) That the above lease has not been modified altered or amended.
 - (5) That said lease commences on November 1, 2020 and the rental obligation commences on February 1, 2021 or upon opening for business, whichever is earlier.
- The primary lease term expires January 31, 2031

- (6) The date of the lease, lessee and lessors name and the Leased Premises covered by the Lease.
- (7) Any other fact which is true and correct as of that date and is covered by the terms of the lease and as such facts or statements as required by Landlord's lender.

(b) Tenant further agrees to execute and deliver to Landlord a certificate of Capital Expenditures on said Leased Premises at the request of Landlord in the form and substance required by any present or future lender of Landlord or any other third party which requires same from Landlord.

(c) Tenant also agrees to furnish to Landlord within 10 days any other statements certificates, which may be required by the present or any future lender for the project, which statements or certificates shall include a current financial statement.

5. **USE AND OCCUPANCY.** It is understood and agreed between the parties hereto that said Leased Premises during the continuance of this Lease shall be used and occupied for a General Office and any other uses or uses consistent with or incidental to this use and for no other purpose, including use in violation of any law, municipal ordinance or regulation, and that on any breach of this Lease, the Landlord may at his option forthwith re-enter and repossess the Leased Premises without discharging Tenant's contractual duty to pay rent and additional rent.

6. **FIRE.** It is understood and agreed that if the Leased Premises hereby leased are damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord will repair and restore the same to good tenantable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire Leased Premises are untenable and pro-rated for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenantable condition; provided, however, that if the Tenant shall fail to adjust its/their own insurance or to remove its/their damaged goods, wares, equipment, or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rent during the period of such resulting delay, and provided further and there shall be no abatement of rent if such fire or other cause damaging or destroying the Leased Premises shall result from the negligence or willful act of the Tenant, its/their agents, or employees, and provided further that if the Tenant shall use any part of the building of which they are a part, and if shall be destroyed to the extent of more than one-half of the value thereof, the Landlord may, at this option, terminate this Lease forthwith by a written notice to the Tenant.

7. **INSURANCE.** The Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, on or about said Leased Premises from any cause whatsoever; said Tenant will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Landlord in the sum of ONE MILLION (\$1,000,000) DOLLARS for damages resulting to one person and TWO MILLION (\$2,000,000) DOLLARS for damages resulting from any one casualty, and \$ONE MILLION (\$1,000,000) DOLLARS property damage insurance resulting from any one occurrence. Tenant shall deliver within 10 days said policies to the Landlord and upon Tenant's failure to do so the Landlord may at his option obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day.

8. **REPAIRS AND ALTERATIONS; TENANT IMPROVEMENTS.** The Tenant further covenants and agrees that it will, at its own expense, during the continuation of this Lease, keep the said Leased Premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant shall not make any alterations, additions, or improvements to said Leased Premises without the Landlord's written consent, and all alterations, additions, or improvements made by either of the parties hereto upon the Leased Premises, except movable office furniture and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the Leased Premises at the termination of this Lease, without molestation or injury. Landlord approves the tenant paid for improvements in Exhibit "B." The improvements outlined in Exhibit B and any other proposed improvements by Tenant are referred to as "Tenant's Work." Tenant shall submit to Landlord for prior approval all plans and specifications for Tenant's Work, which approval shall be in Landlord's sole discretion, where such approval will not be unreasonably withheld. If Tenant performs any improvements on the premises, Tenant shall: (i) pay before delinquency, all costs and expenses of Tenant's Work done, or caused to be done, by Tenant in the Premises; (ii) keep the title to the and every part thereof free and clear of any lien or encumbrance in respect of such Tenant's Work; and (iii) indemnify, defend and hold harmless Landlord against any claim, loss, cost, demand (including actual legal fees), whether in respect of liens or otherwise, arising out of the supply of material, services or labor for Tenant's Work.

Tenant's Work shall be performed by Tenant in a good workmanlike and diligent manner with new and proper materials and, if a building permit is required therefor, in accordance with working plans, drawings and specifications prepared by Tenant, at its sole cost and expense, which shall correspond to the items set forth in Exhibit "B" attached hereto. Tenant's Work shall comply with all applicable federal, state and local statutes, ordinances, regulations, laws and codes, including, but not limited to, the requirements of Landlord's fire insurance underwriter, and the requirements of the applicable utility companies providing service to the Shopping Center. Where conflicts exist between building codes, utility regulations, statutes, ordinances, other regulatory requirements and Landlord's requirements, the more stringent of the requirements shall govern. Landlord reserves the right to require changes in Tenant's Work by reason of code requirements or otherwise, or directives of governmental authorities having jurisdiction over the Leased Premises, or directives of Landlord's insurance underwriter. All permits, licenses and approvals shall be obtained prior to the commencement of construction by Tenant, shall be posted in a prominent place within the Leased Premises and any fees associated therewith shall be the sole responsibility of Tenant. Subject to local governmental approvals, Tenant shall have the right to install a canopy consistent with Tenant's brand over the entrance to the Premises, subject to Landlord approval, which shall not be unreasonably withheld. In no event shall Tenant perform any roof penetrations without Landlord's prior approval, which shall not be unreasonably withheld. Such roof penetrations, if approved, shall be made or performed, only by Landlord's contractor, at Tenant's expense. Within thirty (30) days following the date hereof (and if a building permit is required for the performance of Tenant's Work, Tenant shall have applied therefor within said thirty (30) days with the governmental authority having jurisdiction thereover), Tenant agrees to furnish to Landlord, for its approval, Tenant's plans. Tenant's plans shall be prepared by a

licensed Michigan architect and the architect shall certify to the Landlord that the Tenant's plans have been prepared in accordance with all applicable laws, orders, regulations and building codes of all governmental authorities having jurisdiction over the Leased Premises. Landlord's written approval shall be obtained by Tenant prior to the undertaking of any construction work which deviates from Tenant's plans as submitted to and approved by Landlord. Landlord's review and approval of Tenant's plans shall not constitute the assumption of any responsibility by Landlord for the accuracy or sufficiency thereof and Tenant shall be solely responsible therefor. Tenant shall not open the Leased Premises for business until Tenant's Work has been substantially completed and a certificate of occupancy has been issued by the applicable governmental authority. Upon the completion of Tenant's Work, Tenant shall supply Landlord with satisfactory evidence of the foregoing: (i) a copy of an unqualified final certificate of occupancy from the governmental authority having jurisdiction thereover, (ii) a sworn statement in form acceptable to Landlord and Landlord's mortgagee, from Tenant's general contractor itemizing the cost of all materials furnished and labor performed by all contractors, subcontractors, vendors, etc., in connection with the construction of and improvements made to the Leased Premises, (iii) full and unconditional waivers of lien with original signatures from Tenant's general contractor and each contractor, subcontractor, vendor, etc., for the amounts specified in Item (ii) above; no partial waivers of lien will be accepted. Any dispute between Tenant and Landlord as to the completion by Tenant of any item of work in, on or about the Leased Premises shall be submitted for decision to Landlord's architect who shall decide the dispute and whose decision shall be conclusive and binding upon the parties.

Tenant shall immediately notify Landlord of any lien, claim of lien or other action of which Tenant has, or reasonably should have, knowledge, and which affects the title to the Premises and/or Center, or any part thereof, and shall cause the same to be removed within thirty (30) days (or such additional time as Landlord may consent to in writing), either by paying and discharging such lien or by posting a bond or such other security as may be reasonably satisfactory to Landlord. If Tenant shall fail to remove same within said time period, Landlord may take such action as Landlord deems necessary to remove the same, and the entire cost thereof shall be immediately due and payable by Tenant to Landlord as rent. Tenant is responsible for obtaining any applicable governmental permits for the operation of its business, as well as a certificate of occupancy or building or renovation permits. If any governmental authority conditions its approval of Tenant's Work or occupancy on the completion of any work, alterations, additions or improvements elsewhere within the Center, Landlord may elect, at its discretion, whether or not to complete such work at Tenant's sole cost and expense, or to terminate this Lease upon written notice to Tenant. Within 30 days after completion of Tenant's Work, Tenant shall provide Landlord with: (a) an electronic copy of all applicable plans and specifications for Tenant's Work, including but not limited to architectural, mechanical, electrical, plumbing, civil and shop drawings, to the extent and if required for Tenant's Work and/or permitting; and (b) electronic (PDF) and hard copies of all as-built plans and specifications for Tenant's Work. Tenant alterations shown on Exhibit B are at tenant's sole cost and expense.

The Tenant covenants and agrees that, since the Leased Premises consist of only a part of a structure owned or controlled by the Landlord, the Landlord may enter the Leased Premises at reasonable time and install or repair pipes, wires and other appliances or make any repairs deemed by the Landlord essential to the use and occupancy of other parts of the Landlord's building.

9. FIRE INSURANCE. Landlord shall maintain and keep in force at all time during the term of this Lease a policy or policies of fire insurance to the extent of at least Eighty (80%) percent of the insurable value of the Leased Premises. If permitted without additional charge, Landlord shall cause to be endorsed on its fire insurance, and any extended coverage policy or policies, the waiver of right of subrogation. Any policy of fire insurance maintained by Landlord on the entire building of which the Leased Premises are a part shall be deemed to satisfy the requirement of this paragraph if such policy is in an amount equal to at least eighty (80%) percent of the insurable value of the entire building.

10. EMINENT DOMAIN. If the whole or any part of the premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the day the possession of that part shall be required for any public purpose and the rent shall be paid up to that day. If more than Fifty (50%) percent of the square footage of the Leased Premises is so taken by any public authority, then the Tenant shall have the right either to cancel this Lease and declare the same null and void as of the day that possession of that part is required for any public purpose, or to continue in the possession of the remainder of the Leased Premises under the terms and conditions herein provided except that the rent shall be reduced in proportion to the amount of the Leased Premises taken; provided, however, that Tenant must exercise this right within Thirty (30) days after the date that part of the Leased Premises are so taken. All damages awarded for such taking shall belong to and be the property of the Landlord, whether such damages shall be awarded as compensation for diminution in value to the lease-holder or to the fee of the Leased Premises, provided, however, that the Landlord shall not be entitled to any portion of the award made to the Tenant for the cost of Tenant's immovable fixtures and/or Tenant's moving expenses.

11. RESERVATION. The Landlord reserves the right to free access at all times to the roof of said Leased Premises. The Tenant shall not erect any structures for storage or any aerial or use the roof for any purpose without the consent in writing of the Landlord.

12. CARE OF PREMISES. The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other tenants in the building and shall keep the Leased Premises under its control (including adjoining drives, streets, alleys, or yards) clean and free from rubbish, dirt, and, under penalty of forfeiture and damages, promptly comply with all lawful laws, orders, regulations, or ordinance of all municipal, County and State authorities affecting the Leased Premises hereby leased and the cleanliness, safety, occupation and use of same.

13. OUTSIDE STORAGE. There shall be no outside storage of any kind whatsoever without the prior express written consent of Landlord.

14. CONDITION OF PREMISES. The Tenant further acknowledges that Tenant has examined the Leased Premises prior to the making of this Lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the

Landlord, or his agent, which are not herein expressed, and the Tenant hereby accepts the Leased Premises in their present condition at the date of the execution of this Lease.

15. ACTS OF OTHER TENANTS. The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the Leased Premises adjacent to or connected with the premises hereby leased or any part of the building of which the Leased Premises are a part or for any loss or damage resulting to the Tenant or its property from bursting, stoppage or leaking of water, gas sewer or steam pipes.

16. RE-RENTING. The Tenant hereby agrees that for a period commencing Ninety (90) days prior to the termination of this Lease the Landlord may show the premises to prospective Tenants, and for a period commencing Sixty (60) days prior to the termination of this Lease, may display in and about the Leased Premises and in the windows thereof, the usual and ordinary "FOR RENT" signs.

17. HOLDING OVER. It is hereby agreed that in the event of the Tenant herein holding over after the termination of this Lease thereafter the tenancy shall be from month to month at 150 percent of the last month's rent paid at the final month of the executed lease in the absence of a written agreement to the contrary.

18. UTILITIES. The Tenant will pay all charges made against said Leased Premises for all utilities, including gas, water, heat, electricity, internet and cable during the continuance of this Lease, as the same shall become due.

19. ADVERTISING DISPLAY. It is further agreed that all signs and advertising displayed in and about the Leased Premises shall be such only as to advertise the business carried on upon said premises, and that the Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord, and that no awning shall be installed or used on the exterior of said building unless approved in writing by the Landlord.

20. ACCESS TO PREMISES. The Landlord shall have the right to enter upon the Leased Premises at all reasonable hours for the purpose of inspecting the same. If the Landlord deems any repairs necessary, he may demand that the Tenant make the same and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs, the Tenant agrees that he will forthwith on demand pay the Landlord the cost thereof with interest at Twelve (12) percent per annum, or the maximum allowed under the law, whichever is the lesser amount, and if he shall make default in such payment the Landlord shall have the remedies provided in paragraph 6 hereof.

21. RE-ENTRY. In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said Leased Premises shall be deserted or vacated. Then, it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to re-enter into, repossess the said Leased Premises and the Tenant and to remove and put out each and every occupant without discharging Tenant's contractual duty to pay rent and additional rent. Such repossession of the Leased Premises does not constitute forfeiture or termination of Tenant's obligations to pay Rent, and this remedy is in addition to any other remedies available to Landlord under Michigan law. Landlord has no obligation to re-lease the Premises, and Landlord's failure or refusal to re-lease does not affect Tenant's obligation to pay Rent. If Landlord elects to re-lease the Premises, Landlord may re-lease them on whatever terms it deems advisable in its sole discretion. Landlord may make alterations and repairs to the Premises to facilitate re-leasing. Rent received from re-leasing will be applied first to the payment of the expenses of the re-leasing, including commissions, reasonable attorney fees, and the cost of alterations and repairs. The remainder will be applied to the payment of Rent. If the rent from the re-leasing is insufficient to pay the Rent, Tenant is responsible for the deficiency, which will be calculated and paid monthly.

22. QUIET ENJOYMENT. The Landlord covenants that the Tenant, on payment of all aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold, and enjoy the said demised premises for the term aforesaid.

23. EXPENSES AND DAMAGES. In the event that the Landlord shall, during the period covered by this Lease, obtain possession of the Leased Premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession of said Leased Premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages, including, but not limited to, damages from breach of Tenant's covenant to pay rent and additional rent. If Landlord terminates this Lease, Landlord is entitled to recover all damages suffered as the result of a default or other breach. It is within the contemplation of the parties that such damages include (a) the difference between the contract rent and the market rent through the remainder of the original term; (b) the unamortized expenditures, calculated on a straight-line basis, undertaken by Landlord to fit the Leased Premises to the needs of Tenant, including expenditures for Landlord Work, interior partitions, doors, floor coverings, wall coverings, paint, plaster, cabinetry, and all other work performed on the Premises; (c) the estimated cost of restoring the Premises to their original condition; (d) any commissions paid to re-lease the Premises; and (e) any other damages identified in this Lease. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises and reasonable attorneys' fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In case suit shall be brought or an attorney otherwise consulted because of any alleged breach by Tenant, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefor. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or equity. In the event Landlord commences any proceedings for nonpayment of rent, Tenant shall not interpose any non-mandatory counterclaim in any such proceeding. If Tenant shall be in default of this Lease and Landlord gives Tenant notice thereof, and Tenant fails to cure such default within the time expressly provided for herein or immediately if such default requires emergency action, Landlord

may, in addition to its other remedies, cure such default for and at the expense of Tenant, and all sums so expended by Landlord shall be deemed additional rent and shall be paid by Tenant on the day when Rent shall next become due and payable. Tenant shall, at its own expense, enter into an annual maintenance contract with a licensed HVAC contractor for the maintenance of the HVAC equipment, including, but not limited to, freon recharging, lubricating and filter replacement and provide written proof of such contract with Landlord. Tenant shall also, at its own expense, enter into a regular maintenance contract for the maintenance of the grease traps and oven hoods and provide written proof of such contract with Landlord.

24. REMEDIES NOT EXCLUSIVE. It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

25. WAIVER. One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

26. DELAY OF POSSESSION. It is understood that if the Tenant shall be unable to enter in and occupy the Leased Premises at the time above provided, by reason of the Leased Premises not being ready for occupancy, or by reason of the holding over of any previous occupant of the Leased Premises, or as a result of any cause or reason beyond the direct control of the Landlord, the Landlord shall not be liable in damages to the Tenant therefore, but during the period the Tenant shall be unable to occupy the Leased Premises as hereinbefore provided, the rent therefore shall be abated and the Landlord is to be the sole judge as to when the Leased Premises are ready for occupancy.

27. TENANT'S DEFAULT. In the event (i) Tenant fails to pay any rent due hereunder within seven (7) days of written notice of such failure (service of a standard "7 day notice" for non-payment of rent shall be sufficient for this purpose) or (ii) Tenant shall fail to open for business on or before the commencement date of the term of this Lease, or (iii) Tenant shall fail to perform any obligation on its part to be performed hereunder prior to such commencement date, or (iv) Tenant shall abandon or vacate the Leased Premises for thirty (30) consecutive days if for repair, remodeling, or due to force majeure or Landlord, or (v) Tenant permits this Lease to be taken under any writ of execution, or (vi) Tenant shall fail to perform any other of the terms, conditions, or covenants under this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been received by Tenant, then Landlord, besides other rights or remedies it may have, shall have the right to declare this Lease terminated and the term ended (in which event, this Lease and the term hereof shall expire, cease and terminate with the same force and effect as though the date set forth in any required notice were the date originally set forth herein and fixed for the expiration of the term and Tenant shall vacate and surrender the Leased Premises but shall remain liable for all obligations arising during the balance of the original stated term as hereafter provided as if this Lease had remained in full force and effect) and Landlord shall have the right to bring a special proceeding to recover possession from Tenant holding over and/or Landlord may, in any such events, without notice, re-enter the Leased Premises either by force or otherwise, and dispossess, by summary proceedings or otherwise, Tenant and the legal representative of Tenant or other occupant of the Leased Premises and remove their effects and hold the Leased Premises as if this Lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. Notwithstanding the foregoing provisions of this Article 24, in the event Tenant shall fail to perform or shall default in the performance of any term, covenant or condition of this Lease on three (3) or more separate occasions during any twelve (12) month period, then, even though such failures or defaults may have been cured by Tenant, any further failure or default by Tenant during the term of this Lease shall be deemed a default without the ability of cure by Tenant. In the event of re-entry by Landlord, Landlord may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, without notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the Leased Premises within twenty (20) days after Tenant has vacated the Leased Premises, then such property shall be deemed abandoned by Tenant and Landlord may dispose of the same without liability to Tenant.

Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises, and relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting all rentals and other sums received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rents due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and attorneys' fees and the costs of any alterations and repairs; third, to the payment of rents due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rents as the same may become due and payable hereunder. If such rentals and other sums received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord; if such rentals and the sums shall be more, Tenant shall have no right to, and shall receive no credit for, the excess. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention to be given to Tenant or unless the termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other rights or remedies it may have, it may recover from Tenant all damages Landlord may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorneys' fees, and including the worth at the time of such termination of the excess, if any, of the amount of rents reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of such amounts shall be immediately due and payable from Tenant to Landlord. In determining the rent which would be payable by Tenant hereunder, subsequent to default, the annual rent for each year of the unexpired term shall be equal to the annual minimum rent payable by Tenant for the unexpired term. The terms "entry" and "re-entry" are not limited to their technical meanings.

In case suit shall be brought or motions filed for recovery of possession of the Leased Premises, for the recovery of rents due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept and performed, and a breach shall be established, Tenant shall pay to Landlord as additional rent all expenses incurred therefor, including reasonable attorneys' fees and disbursements. In addition, in the event Landlord shall incur expenses, including reasonable attorneys' fees and disbursements, as a result of Tenant's failure to perform or comply with any term, covenant or condition set forth in this Lease, Tenant shall pay to Landlord as additional rent all such expenses. Tenant shall also pay, as additional rent, all expenses (including reasonable attorney fees and disbursements) incurred as a result of Tenant's insolvency or bankruptcy (including reasonable monitoring of any bankruptcy or insolvency proceeding) or as a result of any attempt to modify any term, covenant, condition or agreement of this Lease in any bankruptcy or insolvency proceeding. Any and all references to the payment of attorneys' fees and disbursements herein shall include those incurred in all trial and appellate levels, as well as those incurred in any bankruptcy or insolvency proceedings

28. NOTICES. Whenever under this Lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant at his last known post office address or at the Leased Premises and deposited in the mail with postage prepaid and if such notice to the Landlord is in writing addressed to the last known post office address of the Landlord and deposited in the mail with postage prepaid. Notice need be sent to only one Tenant where the Tenant is more than one person.

29. OPTION TO RENEW. Landlord hereby grants unto Tenant the right and option to extend the term of this Lease for (2) additional (5) year terms by giving landlord 6 months' prior written notice before the expiration of the original term of this Lease, conditioned upon the following:

- (a) At the time such notice is given, this Lease shall be in full force and effect and Tenant shall not be in default in any of the terms and provisions of said Lease.
- (b) Base rent (not including taxes and insurance and common area maintenance charges) shall be NNN at the following rental rates:
-Base Rent shall increase by 3% per year over the previous year.

30. It is agreed that in the Lease the word "he" shall be used as synonymous with the words "she", "it," and "they," and the word "his" synonymous with the words "hers," "its," and "their."

31. The covenants, conditions, and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

32. The Landlord herewith acknowledges the receipt of **TWO THOUSAND SIX HUNDRED FOURTY TWO and 50/100 DOLLARS (\$2,642.50)** which is to be retained as security for the faithful performance of all of the covenants, conditions, and agreements of this Lease, but in no event shall the Landlord be obligated to apply the same upon rents or other charges in arrears or upon damages for the Tenant's failure to perform the said covenants, conditions, and agreements. The Landlord may so apply the security at his option; and the Landlord's right to the possession of the Leased Premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds this security. The said sum if not applied toward the payment of rent in arrears or toward the payments of this Lease is to be returned to the Tenant when this Lease is terminated, according to these terms, and in no event is the said security to be returned until the Tenant has vacated the Leased Premises and delivered possession to the Landlord.

In the event that the Landlord repossesses himself of the said Leased Premises because of the Tenant's default or because of the Tenant's failure to carry out the covenants, conditions, and agreements of this Lease, the Landlord may apply the said security upon all damages suffered to the date of said repossession and may retain the said security to apply upon such damages as may be suffered or shall accrue thereafter by reason of the Tenant's default or breach. The Landlord shall not be obligated to keep the said security as a separate fund but may mix the said security with his own funds.

33. Tenant hereby agrees not to look to the mortgagee, as mortgagee in possession, or successor in title to the property, for accountability for any security deposit required by the Landlord hereinunder, unless said sums have actually been received by said mortgagee as security for the Tenant's performance of this Lease.

34. Waiver of Termination. The receipt and application of money by Landlord from Tenant after the termination of this Lease will not reinstate or extend the Lease or its term or waive any notice given by Landlord to Tenant before the receipt of such money.

35. Landlord has the power to terminate this Lease and evict Tenant upon the occurrence of any breach of terms by the Tenant, whether such breach is material or not. Landlord will exercise this power by delivery of a notice of termination. The termination is effective immediately on delivery of the notice to Tenant.

36. JURY WAIVER. Landlord and Tenant waive their right to trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use of or occupancy of the Leased Premises, and any emergency, statutory or any other statutory remedy. Tenant shall not interpose any counterclaim or counterclaims or claims for setoff, recoupment or deduction of rent in a summary proceeding for nonpayment of rent or other action or summary proceeding based on termination, holdover or other default in which Landlord seeks repossession of the Leased Premises from Tenant, unless the failure to raise the same would constitute a waiver thereof

37. INDEMNIFICATION. Tenant shall indemnify Landlord, its partners, officers, directors, stockholders, beneficiaries, employees, agents, successors and assigns, from and against all liability and expense for loss of or damage to property and for injuries or deaths of persons arising or resulting from any occurrence within the Leased Premises. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the Leased Premises; (b) the use or misuse of the Leased Premises by Tenant or its agents, contractors, or invitees; (c) the acts or omissions of Tenant or its agents, contractors, or invitees; or (d) any other event on the Leased Premises, whatever the cause. If Landlord or its affiliates is/are made party to any litigation commenced by or against Tenant, Tenant shall protect and hold Landlord harmless and shall pay all expenses and actual attorneys' fees incurred or paid by Landlord in connection with such litigation. Tenant's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Landlord or for Landlord's intentional misconduct.

38. Tenant agrees to accept the Leased Premises in as-is, where-is condition, with no guarantees, representations or warranties by Landlord as to the condition of the Leased Premises. To the extent Tenant chooses to retain and/or use the personal property within the Leased Premises, Landlord makes no warranty or guarantee of the functionality of any of said personal property equipment in the Leased Premises, nor does the Landlord bear the cost or responsibility of any future repairs or maintenance of any kind for the personal property equipment in the Leased Premises. Landlord does retain ownership of any personal property equipment located in the Leased Premises as of the date of execution of this Lease. Landlord agrees to repair window and replace broken sidewalk.

39. RULES AND REGULATIONS. Tenant agrees to comply with and observe all reasonable rules and regulations established by Landlord from time to time. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the same manner as if the rules and regulations contained herein as covenants. In the case of any conflict between said rules and regulations and this Lease, this Lease shall be controlling

40. This Lease contains a full and complete presentation of the agreement between the parties there being no other oral or written agreements existing between the parties. Any changes or modifications to this Lease must be in writing and signed by all parties to be enforceable.

41. This Lease may be executed in any number of counterparts, each of which, when taken together, shall be deemed to be one and the same instrument. Executed copies of this Lease may be delivered between the parties via electronic email and such copies shall have the same force and effect as originals. Each party agrees that any electronic signatures (whether digital or encrypted) of the parties included in the Lease are intended to authenticate this writing and to have the same force and effect as manual signatures.

42. One or more waivers of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same covenant or condition. The consent or approval to or of any act requiring consent or approval shall not render unnecessary consent or approval to or of any subsequent similar act. No breach of a covenant or condition shall be deemed to have been waived unless such waiver be in writing

43. The parties stipulate and agree to exclusive jurisdiction and venue in the Livingston County Circuit Court in the State of Michigan for the purposes of filing any claim between them, whether or not arising out of or related to this Agreement or the parties' relationship, whether sounding in contract, tort or otherwise, or for the enforcement of any arbitration award. All such matters shall be tried without a jury. Both parties waive any defenses to challenge venue or jurisdiction for an action that is brought in the Livingston County Circuit Court in the State of Michigan.

44. This contract shall be governed and construed in accordance with the laws of Michigan, excluding that State's choice-of-law principles, and all claims between the Parties, whether or not relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of Michigan, excluding that State's choice-of-law principles.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

WITNESSED:

LANDLORD:

COUNTRY CORNERS SHOPPING CENTER, LLC,
a Michigan limited liability company

By: _____

Its: _____

TENANT:

LIVINGSTON COUNTY VETERANS SERVICES,
a _____

By: _____

Its: _____

STATE OF MICHIGAN)
COUNTY OF _____ SS

On this _____ day of _____, A.D., 20____, before me, a Notary Public
in and for the County and State above written, personally appeared _____

of _____
and acknowledged that he/she executed same as _____ free act and deed on behalf of the Tenant.

FURTHER, that the said _____ signed in the presence of the witnesses, and that the
witnesses signed at the request of the said _____ in his/her presence and in the presence of each other.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public, County of _____
My Commission Expires: _____

STATE OF MICHIGAN)
COUNTY OF _____ SS.

On this _____ day of _____, A.D., 20____. before me, a Notary Public
in and for the County and State above written. personally appeared _____

of _____
and acknowledge that he/she executed same as _____ free act and deed on behalf of the Landlord.

FURTHER, that the said _____ signed in the presence of the witnesses, and
that the witnesses signed at the request of the said _____ in his/her presence and in the presence of each other.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public, County of _____
My Commission Expires: _____

EXHIBIT "A"

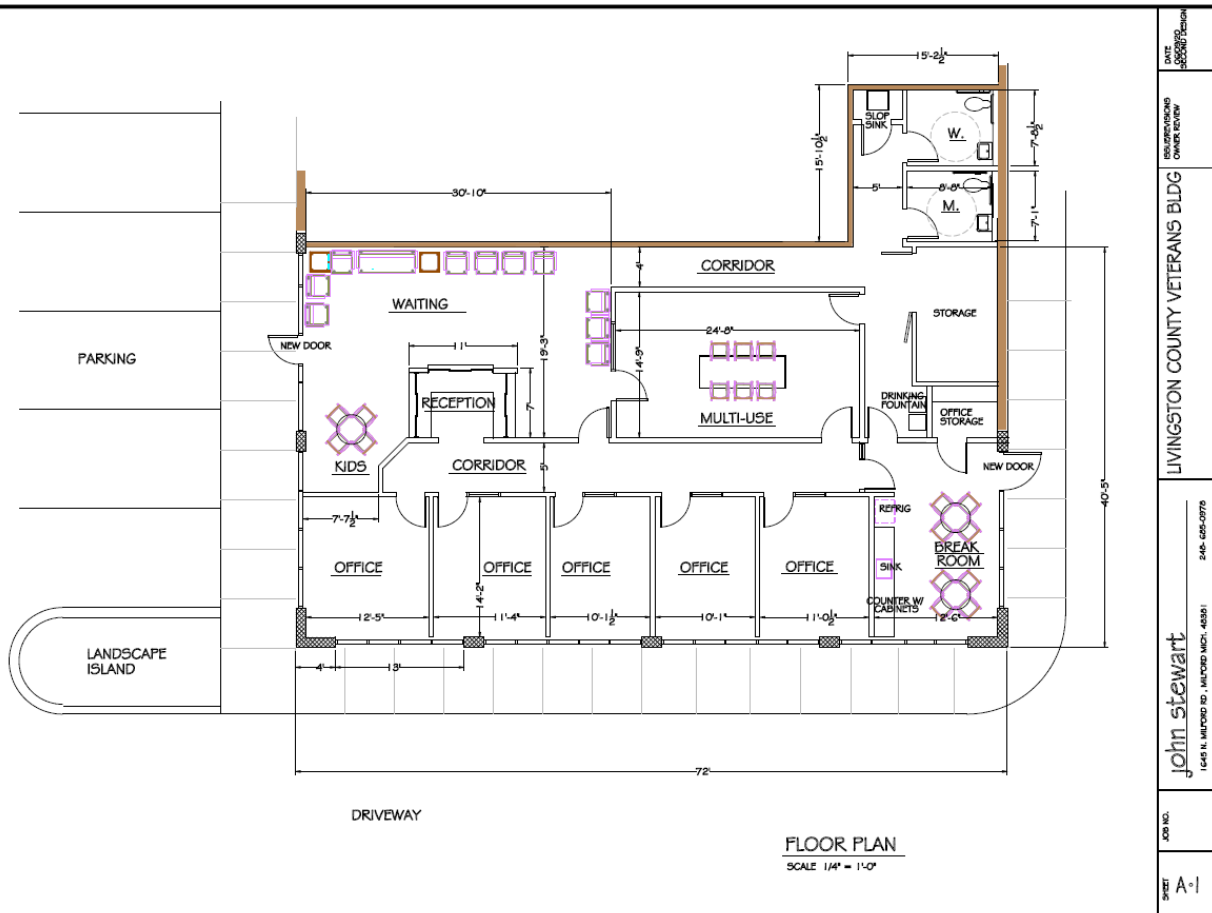


EXHIBIT “B”

TENANT’S WORK

Identify all Tenant work/leasehold improvements to be completed by Tenant including, but not limited to, lighted signage on Grand River side of Building and entryway, demising wall, and new HVAC components. Landlord to repair window and replace broken sidewalks.

Veteran Services Office Relocation Estimated Budget

12/31/19 Fund Balar \$ 2,400,468 includes investments

BEST CASE SCENARIO (same millage, same grant)											
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Millage	\$ 1,011,000	\$ 1,105,193	\$ 1,099,613	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
MVAA Grant	\$ 10,000	\$ 64,520	\$ 64,520	\$ 64,520	\$ 64,520	\$ 64,520	\$ 64,520	\$ 64,520	\$ 64,520	\$ 64,520	\$ 64,520
Total Revenue	\$ 1,021,000	\$ 1,169,713	\$ 1,164,133	\$ 1,064,520	\$ 1,064,520	\$ 1,064,520	\$ 1,064,520	\$ 1,064,520	\$ 1,064,520	\$ 1,064,520	\$ 1,064,520

MID CASE SCENARIO (lower millage and no grant)											
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Millage	\$ 1,011,000	\$ 1,105,193	\$ 1,099,613	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000
MVAA Grant	\$ 108,015	\$ 64,520	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 1,119,015	\$ 1,169,713	\$ 1,149,613	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000

WORST CASE SCENARIO (failed millage, no grant)											
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Millage	\$ 1,011,000	\$ 1,105,193	\$ 1,099,613	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MVAA Grant	\$ 108,015	\$ 64,520	\$ 64,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 1,119,015	\$ 1,169,713	\$ 1,164,133	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

EXPENSES AT NEW OFFICE LOCATION											
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Build Out & Lease	\$ 503,736	\$ 40,141	\$ 45,174	\$ 46,684	\$ 48,194	\$ 49,704	\$ 51,214	\$ 52,724	\$ 54,234	\$ 55,744	\$ 57,254
All other expenses	\$ 705,026	\$ 745,263	\$ 767,986	\$ 791,391	\$ 815,251	\$ 838,327	\$ 863,477	\$ 889,381	\$ 916,063	\$ 943,554	\$ 971,851
Total Expenditures	\$ 1,208,762	\$ 785,404	\$ 813,160	\$ 838,075	\$ 863,445	\$ 888,031	\$ 914,691	\$ 942,105	\$ 970,297	\$ 999,299	\$ 1,029,105

ESTIMATED FUND BALANCE (with office relocation)											
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
BEST	\$ 2,212,707	\$ 2,597,016	\$ 2,947,989	\$ 3,174,433	\$ 3,375,508	\$ 3,551,997	\$ 3,701,826	\$ 3,824,241	\$ 3,918,464	\$ 3,983,685	\$ 3,954,580
MID	\$ 2,310,722	\$ 2,695,031	\$ 3,031,484	\$ 2,893,408	\$ 2,729,963	\$ 2,541,932	\$ 2,327,241	\$ 2,085,136	\$ 1,814,839	\$ 1,515,540	\$ 486,435
WORST	\$ 2,310,722	\$ 2,695,031	\$ 3,046,004	\$ 2,207,928	\$ 1,344,483	\$ 456,452	\$ (458,239)	\$ (1,400,344)	\$ (2,370,641)	\$ (3,369,940)	\$ (4,399,045)

LIVINGSTON COUNTY VETERANS' COMMITTEE

MEETING MINUTES

August 26, 2020

6:00 p.m.

Veterans' Services Virtual Meeting Room

Meeting ID: 512-519-6608

<https://us02web.zoom.us/j/5125196608>

Members Present Bruce Hundley
 Kevin Nagle
 Joe Riker
 James Wallace
 Robert J. Bezotte

Staff Present Mary Durst
 April Townsend

1. CALL TO ORDER

Chairman Joe Riker calls meeting to order at 6:02 P.M.

2. PLEDGE OF ALLEGIENCE

3. ROLL CALL

Roll call by Chairman indicates a quorum.

4. CONSENT AGENDA

(Agenda, Minutes, Bills and other voted topics that are deemed housekeeping)

4.1 July 15, 2020 minutes

4.2 August 12, 2020 minutes

Motion to approve Consent Agenda.

Moved By Robert J. Bezotte

Seconded By James Wallace

Motion Carried (5 to 0)

5. CALL TO THE PUBLIC

None.

6. APPLICATIONS FOR RELIEF

6.1 20-48

Motion to approve up to \$3,500 to go towards a vehicle.

Moved By Robert J. Bezotte

Seconded By James Wallace

Yes (5): Bruce Hundley, Kevin Nagle, Joe Riker, James Wallace, and Robert J. Bezotte

Motion Carried (5 to 0)

6.2 20-50

Motion to pay the full amount for six medical bills totaling \$5,456.87

Moved By Robert J. Bezotte

Seconded By Kevin Nagle

Yes (5): Bruce Hundley, Kevin Nagle, Joe Riker, James Wallace, and Robert J. Bezotte

Motion Carried (5 to 0)

6.3 20-52

Motion to approve both bills totaling \$3,580.02.

Moved By Robert J. Bezotte

Seconded By Joe Riker

Yes (4): Kevin Nagle, Joe Riker, James Wallace, and Robert J. Bezotte

No (1): Bruce Hundley

Motion Carried (4 to 1)

6.4 20-54

Motion to amend previous motion to approve up to \$3,500 towards a car to be purchased at any dealership, and to approve \$7,390 for a new roof.

Moved By Robert J. Bezotte
Seconded By Kevin Nagle

Yes (5): Bruce Hundley, Kevin Nagle, Joe Riker, James Wallace, and Robert J. Bezotte

Motion Carried (5 to 0)

Kevin Nagle out at 7:30 P.M.

7. BUSINESS

7.1 Future Budgeting

Director discussed spending trends and possible impact on future budgeting.

7.2 Office Restructuring

Motion to approve office restructuring as requested by the director.

Moved By Joe Riker
Seconded By Robert J. Bezotte

Yes (5): Bruce Hundley, Joe Riker, James Wallace, and Robert J. Bezotte

Motion Carried (4 to 0)

7.3 Office Relocation and Expansion

Motion to move ahead with office relocation and expansion as outlined by the Director.

Moved By James Wallace
Seconded By Robert J. Bezotte

Yes (5): Bruce Hundley, Joe Riker, James Wallace, and Robert J. Bezotte

Motion Carried (4 to 0)

7.4 2021 MVAA Grant

Motion to utilize 2021 MVAA grant for 2021 lease fees of new office and to purchase a Customer Relationship Management database.

Moved By Joe Riker
Seconded By Robert J. Bezotte

Yes (5): Bruce Hundley, Joe Riker, James Wallace, and Robert J. Bezotte

Motion Carried (4 to 0)

7.5 Mental Health Assessment Policy

Motion to remove income limits from the Mental Health Assessment Policy.

Moved By Joe Riker

Seconded By James Wallace

Yes (4): Bruce Hundley, Joe Riker, James Wallace, and Robert J. Bezotte

Absent (1): Kevin Nagle

Motion Carried (4 to 0)

7.6 Vehicle Funding Limits

Director requested to withdraw this request to see if the expanded buying criteria allows for more quality cars within the \$3,500 price range.

8. DIRECTOR REPORTS

8.1 Monthly Office Report

Director provided monthly report to Committee.

8.2 Monthly Finance Report

Director provided monthly report to Committee.

9. COMMITTEE DISCUSSION

Commissioner Bezotte requested the Director add a running total of office statistics onto Veteran Services webpage.

10. ADJOURNMENT

Motion to adjourn at 8:36 P.M.

Moved By Bruce Hundley

Seconded By Joe Riker

Yes (4): Bruce Hundley, Joe Riker, James Wallace, and Robert J. Bezotte

Absent (1): Kevin Nagle

Motion Carried (4 to 0)

Mary Durst, Recorder

Joe Riker

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Approving John Stewart & Associates, Inc. as Construction Manager for the Build Out of Veteran Services Office at 4050 E. Grand River Ave., Howell, MI 48843 – Veterans’ Services

WHEREAS, Veteran Services is pursuing a lease with Country Corners Shopping Center, LLC; and

WHEREAS, the office space needs to be outfitted for current and future Veteran program needs; and

WHEREAS, Veterans Services worked with the Information Technology and Facility Services’ departments to estimate the required needs for office space.

WHEREAS, in compliance with the Procurement Policy, it is recommended the County utilize the current contract in place with John Stewart & Associates, Inc. to act as Construction Manager via competitive bidding contractors, in an amount not to exceed \$279,000; and

WHEREAS, Veteran Services has adequate funding to pay for the entirety of the build out; and

WHEREAS, the full amount of the MVAA 2020 grant, \$108,015, is allocated to the office build out; and

WHEREAS, the MVAA 2020 CVSF grant expires September 30, 2020; and

WHEREAS, utilizing John Stewart & Associates, Inc. contract vehicle will allow the County cost savings by taking advantage of the cost defrayment provided by the grant, through timely project completion.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes John Stewart & Associates, Inc. to act as Construction Manager for the build out of the new Veteran Services office located at 4050 E. Grand River Ave., Howell, MI 48843 for a total project cost not to exceed \$279,000.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorize any necessary budget amendments/ transfers to effectuate the above award.

#

#

#

MOVED:
SECONDED:
CARRIED:

john stewart LLC

CONSTRUCTION MANAGERS

1645 N. MILFORD RD.
MILFORD, MICH. 48381
PH. (248) 390-5260
Email stewartcontractors@gmail.com

September 1, 2020

Livingston County Veterans Services
2300 East Grand River
Howell, Michigan 48843

Attn: Ms. Mary Durst

PROPOSAL

Proposal to renovate the existing Art Van Sleep store, per drawings
Submitted by John Stewart Architects.
Quote includes the costs for the demising wall and work related
to installing 2 new Roof Top HVAC Units

Cost also includes a contingency fund for work not included in the scope of work
of \$ 25,000.00

Total amount of quote \$ 278,654.00

Price includes the cost to remove all the existing
remaining carpet, and replace with new
carpet. I do not think the existing carpet
will survive the new construction

Total is including the last meeting items, where we changed from ceramic tile
in the bathrooms to vinyl plank, changed the exterior door at the
break room to a solid door.

Change the reception counter to a circular counter with segmented
glass.

Deleted the fireplace from scope of work.



John Stewart

September 1, 2020

Livingston County Facility Services
420 S. Highlander Way
Howell, Mi. 48843
Attn: Mr. Chris Folts
RE: Veterans Tenant Build Out

Proposal to build out the interior of the Existing Art Van Store, 4050 E. Grand River, Howell, Mi. for a space for Livingston Co. Veterans 3020 square foot
Proposal is for interior work only as described below.

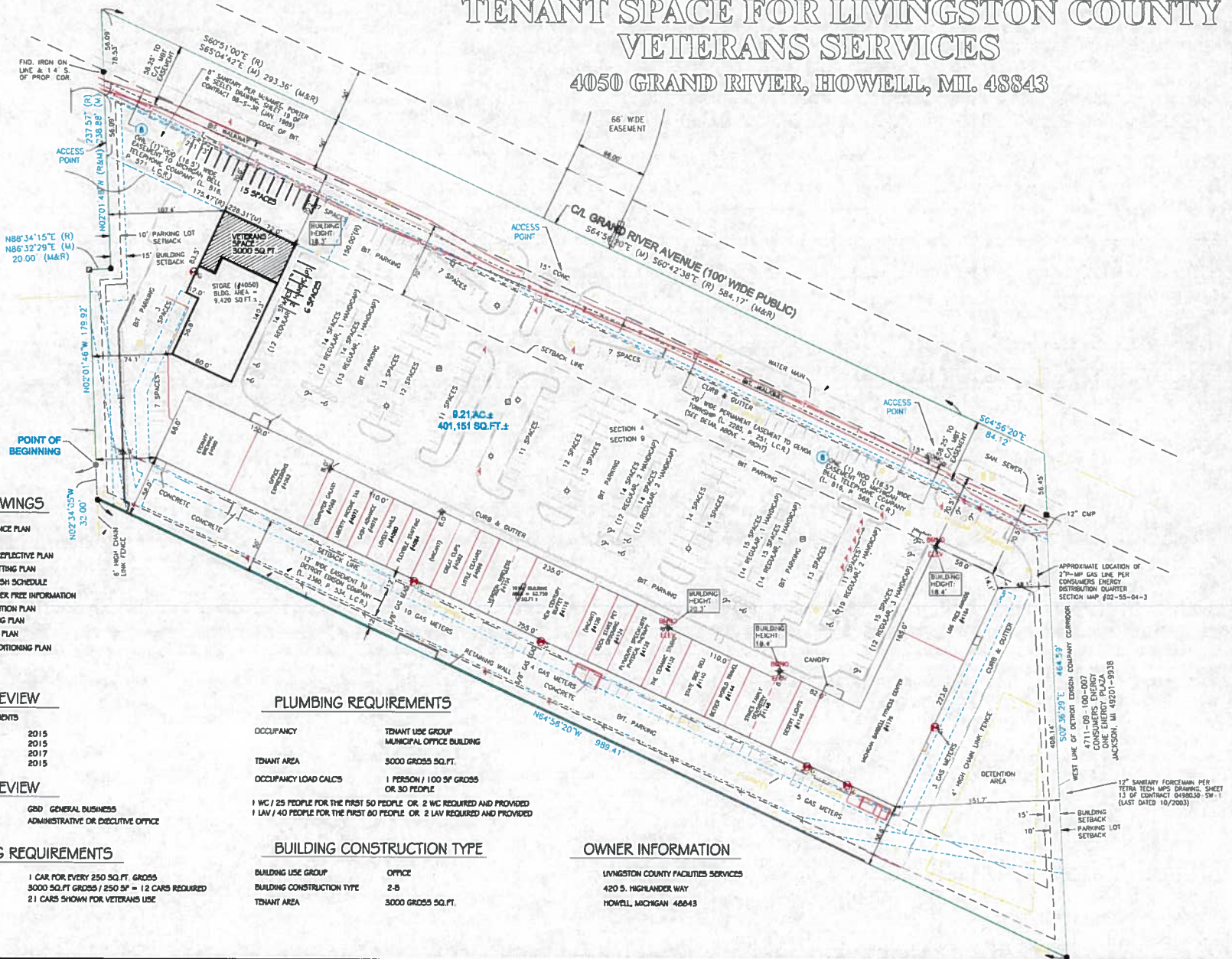
Tenants Work

1.	General Conditions	
a.	Permits	650.00
b.	Land use permit	100.00
c.	Clean-up	1000.00
d.	Supervision	2800.00
e.	Dumpsters	800.00
f.	Building cleanup	500.00
g.	Window Cleaning	630.00
h.	Temp. toilets	500.00
i.	Insurance	800.00
j.	Drawings & Engineering	3800.00
k.	Contingency	25000.00
2.	Demolition	
a.	Demo for existing toilet	1000.00
b.	Saw cut concrete floor & tear out	2000.00
3.	Concrete - infill and concrete at pipe install	2000.00
4.	Carpentry	
a.	Install doors and hardware	2800.00
b.	Front reception counter & Break Room cabinets -curved reception counter-	10912.00

5.	Drywall	
a.	Demising walls - 1 hr rated - 16' tall 88 LF need to run to underside of roof deck. Cut thru grid	5500.00
b.	Drywall base bid (tenant) 350 lf	15000.00
c.	Sound Insulation	1300.00
d.	Reception w/ curved soffit drops	4200.00
6.	Finishes	
a.	Painting Tenant work (walls, doors,frames)	7000.00
b.	Vinyl Plank floor	10000.00
c.	Install new carpet at all area's not vinyl (additional)	7500.00
d.	Acoustical Ceiling Tile and Grid repair	4530.00
7.	Doors and Hardware	
a.	HM doors and Frames	15200.00
b.	Wood doors	inc
c.	Hardware	inc
d.	Glass / Glazing revise existing storefront Solid door at break room, segmented glass at reception	18000.00
e.	Toilet accessories	1600.00
8.	Plumbing	
a.	Piping and toilets	12000.00
b.	Water hookups	5000.00
c.	Install new hot water heater	2000.00
d.	New gas pipe hookups for new rooftop HVAC	6000.00
9.	HVAC	
a.	Install 2 new roof top units w/ duct	35000.00
b.	Remove and re-install ceiling grid	1500.00
10.	Electrical	40000.00
a.	New Lights at Existing Ceiling	
b.	Power and hookup new rooftop HVAC	4700.00
c.	Rework existing service	
d.	Data and phone rough in only	
11.	Roof Repair at new units	2000.00
	sub-total.....	253,322.00
12.	GC Profit & Overhead @ 10%	25,332.00
	Total cost	278,654.00

TENANT SPACE FOR LIVINGSTON COUNTY VETERANS SERVICES

4050 GRAND RIVER, HOWELL, MI. 48843



LIST OF DRAWINGS

C-1	SITE AND COMPLIANCE PLAN
A-1	FLOOR PLAN
A-2	EXISTING CEILING REFLECTIVE PLAN
A-3	CONCRETE SAWCUTTING PLAN
A-4	DOOR & ROOM FINISH SCHEDULE
A-5	RECEPTION & BARRIER FREE INFORMATION
E-1	ELECTRICAL DEMOLITION PLAN
E-2	ELECTRICAL LIGHTING PLAN
E-3	ELECTRICAL POWER PLAN
M-1	HEATING & AIR CONDITIONING PLAN
P-1	PLUMBING PLAN

CODE REVIEW

CODE REQUIREMENTS

MICHIGAN BUILDING CODE	2015
MICHIGAN PLUMBING CODE	2015
NATIONAL ELECTRICAL CODE	2017
MICHIGAN MECHANICAL CODE	2015

CODE REVIEW

PROPERTY ZONING	GBD - GENERAL BUSINESS
PERMITTED USE (TABLE 7.02)	ADMINISTRATIVE OR EXECUTIVE OFFICE

PARKING REQUIREMENTS

TENANT USE GROUP	1 CAR FOR EVERY 250 SQ. FT. GROSS
MUNICIPAL OFFICE BUILDING	3000 SQ. FT. GROSS / 250 SQ. FT. = 12 CARS REQUIRED
	21 CARS SHOWN FOR VETERANS USE

PLUMBING REQUIREMENTS

OCCUPANCY	TENANT USE GROUP
	MUNICIPAL OFFICE BUILDING
TENANT AREA	3000 GROSS SQ. FT.
OCCUPANCY LOAD CALC.	1 PERSON / 100 SQ. FT. GROSS OR 30 PEOPLE
	1 WC / 25 PEOPLE FOR THE FIRST 50 PEOPLE OR 2 WC REQUIRED AND PROVIDED
	1 LAV / 40 PEOPLE FOR THE FIRST 80 PEOPLE OR 2 LAV REQUIRED AND PROVIDED

BUILDING CONSTRUCTION TYPE

BUILDING USE GROUP	OFFICE
BUILDING CONSTRUCTION TYPE	2-B
TENANT AREA	3000 GROSS SQ. FT.

OWNER INFORMATION

LIVINGSTON COUNTY FACILITIES SERVICES
420 S. HIGHLANDER WAY
HOWELL, MICHIGAN 48843

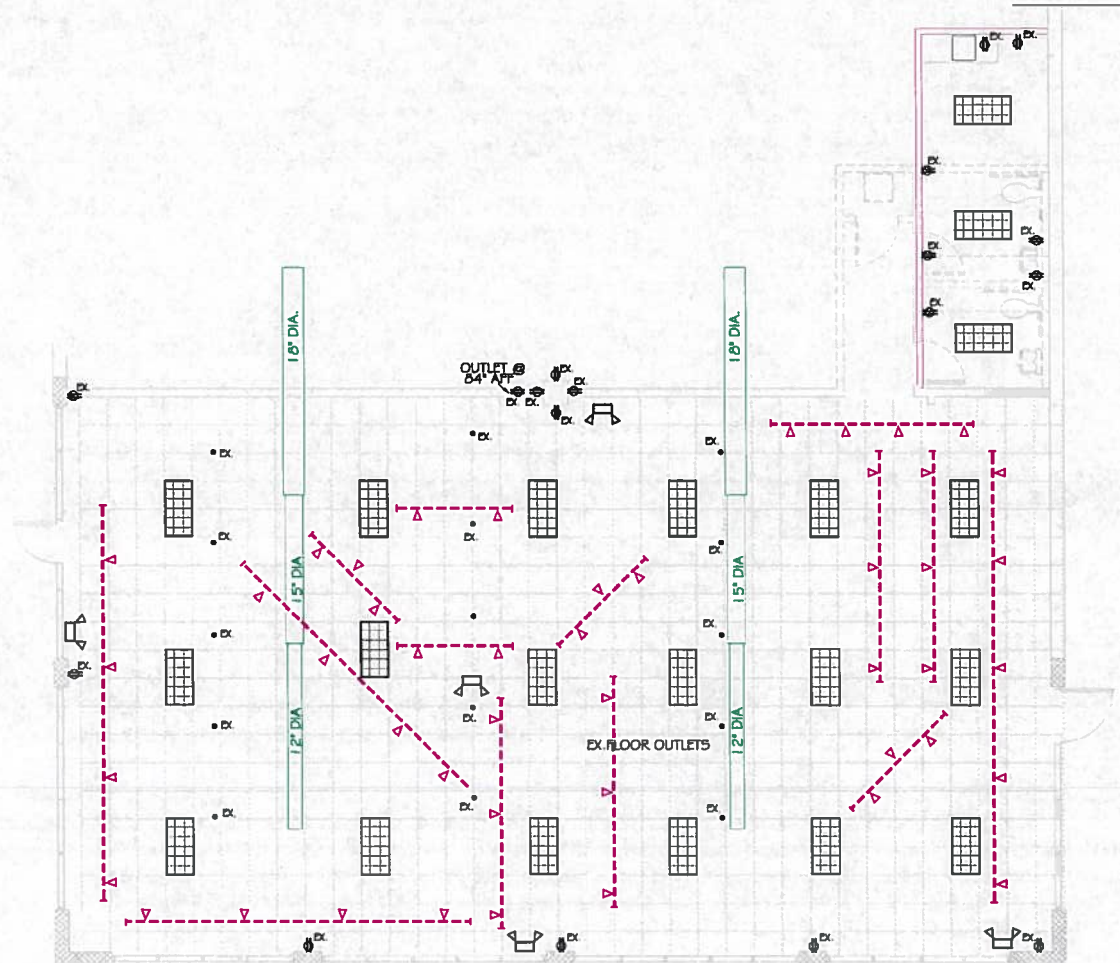
TENANT SPACE RENOVATION
LIVINGSTON COUNTY VETERANS SERVICES
4050 E. GRAND RIVER, HOWELL, MI. 48843

John Stewart
ARCHITECTS

1645 N. MEDFORD RD., MEDFORD, MICHIGAN 48360 810-666-0070

JOB NO.

SHEET
C-1



EXISTING CEILING LAYOUT

SCALE 1/4" = 1'-0"

SHEET
A-2

JOB NO.

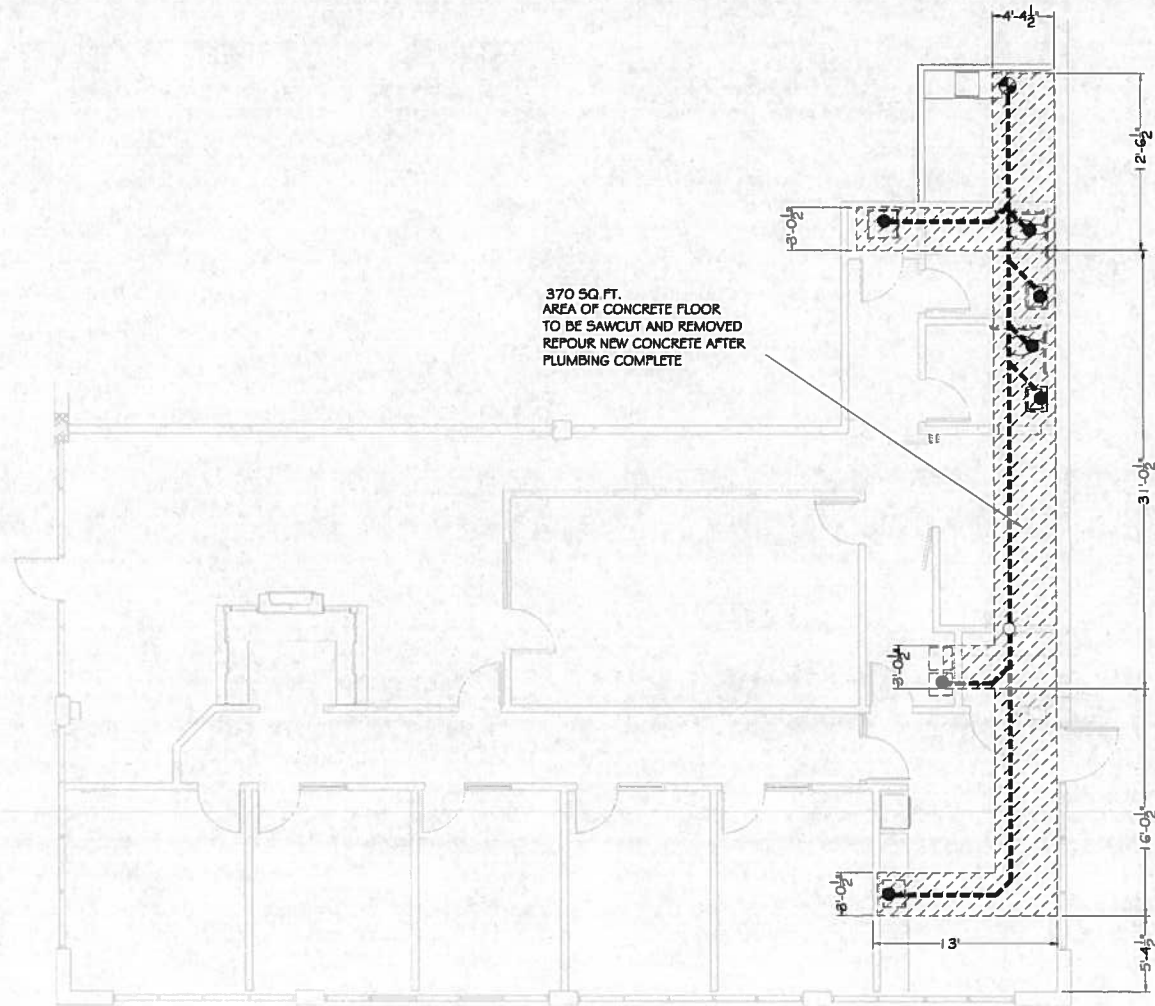
john stewart
11415 N. MILFORD RD., MILFORD MICH. 48301

240-685-0976

LIVINGSTON COUNTY VETERANS BLDG

ISSUES/REVISIONS
OWNER REVIEW
REVISED

DATE
08/08/20
DESIGN
0011/20



CONCRETE FLOOR SAWCUT PLAN

SCALE 1/4" = 1'-0"

SHEET
A-3

JOB NO.

john stewart

1645 N. MILFORD RD., MILFORD MICH. 48301

248-625-0776

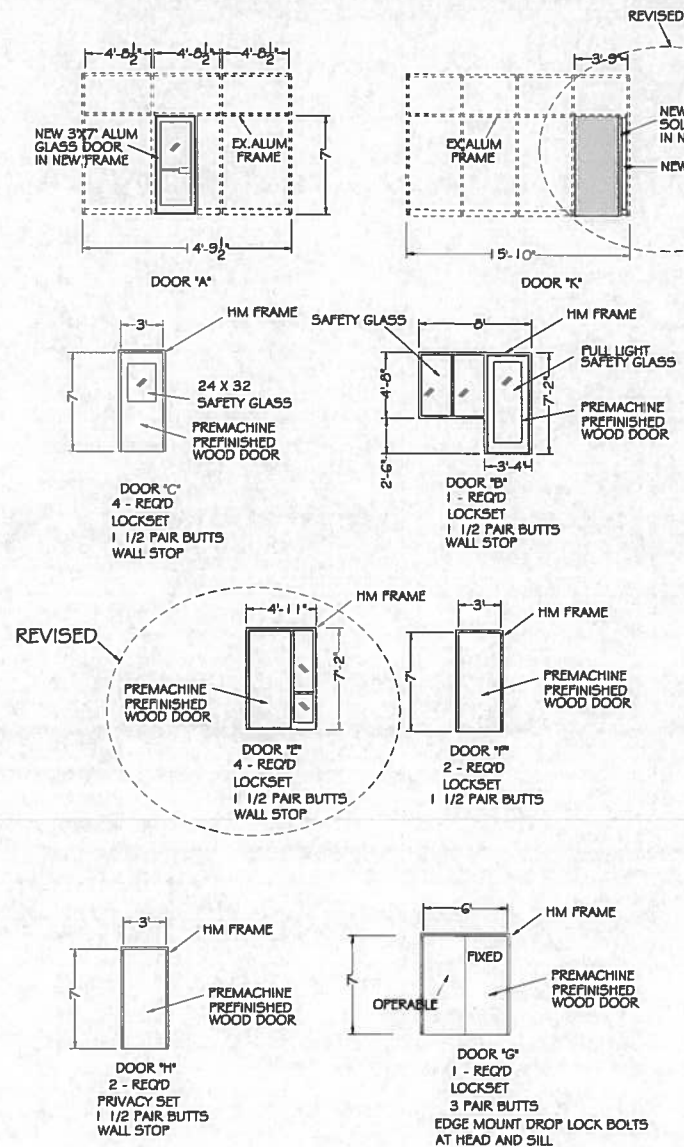
LIVINGSTON COUNTY VETERANS BLDG

ISSUES/REVISIONS
OWNER REVIEW
REVISED

DATE
2008/07/20
DESIGN
001/1/20

ROOM FINISH SCHEDULE										
ROOM NUMBER	DESCRIPTION	FLOOR	WALL BASE	NORTH WALL	EAST WALL	SOUTH WALL	WEST WALL	CEILING	FINISH	
101	WAITING ROOM	VT-1	WB-1	PT-1	PT-1	PT-1	PT-1	ACOUS-1		
102	KIDS ROOM	VT-1	WB-1	PT-1	PT-1	PT-1	PT-1	ACOUS-1		
103	RECEPTION	VT-1	WB-1	PT-1	PT-1	PT-1	PT-1	ACOUS-1		
104	CORRIDOR	CPT-1	WB-1	PT-1	PT-1	PT-1	PT-1	ACOUS-1		
105	MULTI-USE ROOM	CPT-1	WB-1	PT-1	PT-1	PT-1	PT-1	ACOUS-1		
106	WOMENS BATHROOM	VT-1	WB-1	PT-1	PT-1	PT-1	PT-1	ACOUS-1		
107	MENS BATHROOM	VT-1	WB-1	PT-1	PT-1	PT-1	PT-1	ACOUS-1		
108	STORAGE	VT-1	WB-1	PT-1	PT-1	PT-1	PT-1	ACOUS-1		
109	CORRIDOR	CPT-1	WB-1	PT-1	PT-1	PT-1	PT-1	ACOUS-1		
110	OFFICE	CPT-1	WB-1	PT-1	PT-1	PT-1	PT-1	ACOUS-1		
111	OFFICE	CPT-1	WB-1	PT-1	PT-1	PT-1	PT-1	ACOUS-1		
112	OFFICE	CPT-1	WB-1	PT-1	PT-1	PT-1	PT-1	ACOUS-1		
113	OFFICE	CPT-1	WB-1	PT-1	PT-1	PT-1	PT-1	ACOUS-1		
114	OFFICE	CPT-1	WB-1	PT-1	PT-1	PT-1	PT-1	ACOUS-1		
115	BREAK ROOM	CPT-1	WB-1	PT-1	PT-1	PT-1	PT-1	ACOUS-1		
116	OFFICE STORAGE	CPT-1	WB-1	PT-1	PT-1	PT-1	PT-1	ACOUS-1		
117	SLOF SINK ROOM	VT-1	WB-1	PT-1	PT-1	PT-1	PT-1	ACOUS-1		

CT-1 12" X 12" CERAMIC TILE DALTILE FABRIQUE COLLECTION CRENS UNEN
 CT-2 12" X 12" CERAMIC TILE DALTILE FABRIQUE COLLECTION CRENS UNEN
 CTB-1 4" HIGH CERAMIC TILE BASE (MATCH FLOOR TILE)
 VT-1 4" X 36" VINYL PLANK FLOOR MANNINGTON "SPACIA"
 CPT-1 EXISTING BROADCAST CARPET
 WB-1 4" VINYL WALL BASE ROPPE
 PT-1 SHERWIN WILLIAMS 400 EGG SHELL
 ACOUS-1 LAY-IN ACOUSTICAL CEILING TILE USG 2X2 RADAR



DOOR AND FINISH SCHEDULES

DATE
2008/05/01
DESIGN
0001/1120

ISSUANCES
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LIVINGSTON COUNTY VETERANS BLDG

245-625-0870

John Stewart
1645 N. MILFORD RD., MILFORD N.H. 03055

JOB NO.

SHEET
A-4

1. ELECTRICAL AND MECHANICAL CONTROLS AND OUTLETS AND ALARMS OR WARNING ACTIVATING DEVICES SHALL NOT BE MORE THAN 48 INCHES ABOVE THE FLOOR AND ELECTRICAL OUTLETS ARE TO BE A MINIMUM OF 18 INCHES ABOVE THE FLOOR FOR THE FORWARD REACH REQUIREMENT. SECTION 4.2.6.1 CABO A117.1

2. OBJECTS WITH LEADING EDGES, LOCATED MORE THAN 27 INCHES AND NOT MORE THAN 80 INCHES ABOVE THE FLOOR, SHALL PROTRUDE FROM THE WALL 4 INCHES MAXIMUM. SECTION 4.4.1

3. THE PROTRUSION OF OBJECTS WITH LEADING EDGES, LOCATED 27 INCHES OR LESS ABOVE THE FLOOR, SHALL NOT BE LIMITED. SECTION 4.4.2

4. FREE STANDING OBJECTS, MOUNTED ON POSTS OR PYLONS, SHALL BE PERMITTED TO OVERHANG 12 INCHES MAXIMUM, WHEN CATERED MORE THAN 27 INCHES TO NO MORE THAN 80 INCHES ABOVE THE GROUND OR FLOOR SURFACE. SIGN WITH OBSTRUCTION MOUNTED BETWEEN POSTS OR PYLONS AND THE CLEAR DISTANCE BETWEEN THE POSTS OR PYLONS IS GREATER THAN 12 INCHES, THE LOWEST EDGE OF SUCH SIGN OR OBSTRUCTION SHALL BE EITHER 27 INCHES MAXIMUM OR 80 INCHES MINIMUM ABOVE THE ADJACENT GROUND OR FLOOR SURFACE. SECTION 4.4.3

5. GUARDRAILS OR OTHER BARRIERS SHALL BE PROVIDED WHEN VERTICAL CLEARANCE OF AN AREA ADJOINING AN ACCESSIBLE ROUTE IS LESS THAN 60 INCHES HIGH. LEADING EDGE OF SUCH GUARDRAIL OR BARRIER SHALL BE LOCATED 27 INCHES MAXIMUM ABOVE THE FLOOR. SECTION 4.4.4

6. PROTRUDING OBJECTS SHALL NOT REDUCE THE CLEAR WIDTH REQUIRED FOR ACCESSIBLE ROUTES. SECTION 4.4.5

7. THRESHOLDS SHALL NOT BE MORE THAN 1/2" IN HEIGHT AND SHALL BE BEVELED AT BOTH SIDES. THE BEVEL SHALL NOT BE MORE THAN 1 VERTICAL TO 2 HORIZONTALS. SECTION 4.13.8. CABO A117.1

6. HANDLES, POLES, LATCHES, LOCKS, AND OTHER OPERATING DEVICES ON ALL REQUIRED EXIT ACCESS DOORS SHALL HAVE A SHAPE WHICH IS EASY TO GRASP WITH ONE HAND AND WHICH DOES NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST TO OPERATE. MOUNTING HEIGHT IS SPECIFIED IN SECTION 4.2. SECTION 4.13.9, 4.25.4 CABO A17.1

9. GRAB BARS; GRAB BARS SHALL COMPLY WITH THE REQUIREMENTS DESCRIBED IN SECTIONS 4.2.4 THROUGH 4.2.4.3 CABO A17.1. GRAB BARS SHALL HAVE AN OUTSIDE DIAMETER OF 1/4 INCHES. THE MINIMUM AFFIXATION TO THE CONCRETE SHALL BE SUCH THAT THE TENSILE AND SHEAR STRENGTHS OF THE GRAB BARS ARE NOT LESS THAN THE TENSILE AND SHEAR STRENGTHS OF THE CONCENTRATED FORCE OF 250 POUNDS, A HORIZONTAL FORCE OF 250 POUNDS AND A DEFLECTION OF NOT MORE THAN 1/2 OF AN INCH. SECTION 4.2.4.2 CABO A17.1.

10. A FAUCET CONTROL OR CONTROLS SHALL BE EITHER LEVER-DASH TYPE CONTROLS, WITH A MINIMUM 2 INCH (50.8 MM) HANDLE LENGTH, MEASURED FROM THE PIVOT POINT TO THE END OF THE HANDLE, OR A METERING DASH TYPE VALVE THAT REQUIRES NOT MORE THAN 5 POUNDS OF PRESSURE TO OPERATE. SECTION 4.25.4, 4.20 CABO 117.1

11. LANDINGS: AT AN EXTERIOR DOOR, FOR AN ENTRANCE THAT HAS AN ACCESSIBLE MEANS OF EGRESS, THE LANDING SURFACE SHALL NOT BE DERESSED BELOW THE FINISHED FLOOR. THE LANDING SURFACE SHALL SLOPE TO DRAIN AWAY FROM THE BUILDING. A MAXIMUM OF 1/4 OF AN INCH PER FOOT. THE SIZE OF THE LANDING SHALL BE NOT LESS THAN SIX FEET LONG, PARALLEL TO THE DOOR, AND FIVE FEET

WIDE, PERPENDICULAR TO THE DOOR. THE LANDING SHALL PROJECT, UNOBSTRUCTED NOT LESS THAN 3 FEET BEYOND THE LATCH SIDE OF THE DOOR IN A DIRECTION PARALLEL TO THE BUILDING.

12. AN ENTIRE VESTIBULE, THAT HAS A DOOR THAT IS ARRANGED AT A RIGHT ANGLE, SHALL PROVIDE, WITHIN THE VESTIBULE, A CLEAR FLOOR AREA WHICH IS 60 INCHES BY 60 INCHES OR WHICH IS A 60 INCH DIAMETER CIRCLE. THE CLEAR FLOOR AREA SHALL NOT BE INFRINGED UPON BY THE SWING OF THE DOOR. SECTION 1017.2.3.1

13. THE MINIMUM MANEUVERING CLEARANCE AT DOORS THAT ARE NOT AUTOMATIC OR POWER-ASSISTED SHALL BE IN COMPLIANCE WITH THE REQUIREMENTS OF CABO A117.1, LISTED IN CHAPTER 35, SECTION 4.13.6 THE CLEAR SPACE SHALL BE LEVEL. SECTION 1017.2.4

14. EXTERIOR ACCESSIBLE ROUTES SHALL BE UNINTERRUPTED BY STEPS OR ABRUPT CHANGES IN LEVEL. HAVE A WIDTH OF NOT LESS THAN 60 INCHES, AND HAVE A GRADIENT OF 1 FOOT IN 20 FEET, A RAMP THAT IS IN COMPLIANCE WITH SECTION 1016.0 OF THE CODE SHALL BE ALLOWED. SECTION 1014.1.1

1.5. WHERE WATER CLOSET STALLS ARE PROVIDED, THE ACCESSIBLE STALL SHALL BE A MINIMUM OF 60 INCHES WIDE BY A MINIMUM OF 60 INCHES LONG. WHERE 6 OR MORE STALLS ARE PROVIDED, IN ADDITION TO THE REQUIRED ACCESSIBLE STALL, AT LEAST 1 STALL SHALL BE 36 INCHES WIDE AND HAVE AN OUTWARD SWING, AND A SELF CLOSING DOOR SHALL BE PROVIDED. SECTION 1106.2.1

16. WHEN A WATER CLOSET DOOR IS PROVIDED, IT SHALL PROVIDE A CLEAR OPENING OF NOT LESS THAN 32 INCHES. IF THE DOOR SWINGS INTO THE STALL, THE DOOR SHALL NOT IMPRINCE ON THE REQUIRED STALL DIMENSIONS. THE DOOR SHALL HAVE A LATCH SIDE CLEAR SPACE IN ACCORDANCE WITH SECTION 1017.2.4 OF THE CODE. THE CLEARANCE BETWEEN THE DOOR SIDE OF THE STALL AND ANY OBSTRUCTION SHALL NOT BE LESS THAN 48 INCHES. SECTION 1108.2.1.1

17. EACH TOILET ROOM SHALL BE PROVIDED WITH A CLEAR FLOOR SPACE THAT IS NOT INFRINGED UPON BY THE SWING OF THE ENTRANCE OR EXIT DOOR. THE CONFIGURATION SHALL BE EITHER OF THE FOLLOWING:
A. A 60 INCH DIAMETER CIRCLE
B. A 60 INCH TEE
SECTION 110.6.2.2

10. WHEN URINALS ARE PROVIDED, THERE SHALL BE NOT LESS THAN 1 WALL MOUNTED URINAL THAT HAS AN ELONGATED RIM OR 1 FLOOR MOUNTED URINAL. WHEN URINAL SHIELDS EXTEND BEYOND THE TOP OF THE URINAL TO CREATE A STALL, THE STALL SHALL BE A MINIMUM OF 36 INCHES CLEAR WIDTH

SECTION 1108.2.4

19. LAVATORIES SHALL PROJECT NOT LESS THAN 18 INCHES FROM THE REAR WALL AND BE PROVIDED WITH A CLEARANCE OF NOT LESS THAN 29 INCHES AT THE FRONT EDGE TO THE BOTTOM OF THE APRON. WHEN A LAVATORY IS MOUNTED IN A COUNTER, THE FRONT FACE OF THE BOWL SHALL BE WITHIN 3 INCHES OF THE FRONT OF THE COUNTER. SECTION 1106.2.5

20. THE MAXIMUM WATER TEMPERATURE AT AN OUTLET SHALL BE 120 DEGREES F. EXPOSED HOT WATER AND DRAIN PIPES, UNDER LAVATORIES AND SINKS, SHALL BE INSULATED OR OTHERWISE CONFIGURED TO PROTECT AGAINST CONTACT. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDERNEATH LAVATORIES AND SINKS. SECTION 106.2.6

21. ALL TOILET ROOMS, THAT ARE IN COMPLIANCE WITH THE REQUIREMENTS OF THIS SECTION, SHALL BE IDENTIFIED WITH A SYMBOL OF COMPLIANCE AND A TACTILE SIGN WHICH IS IN COMPLIANCE WITH SECTION 11090.1 OF THE CODE AND WHICH HAS A MINIMUM LETTER HEIGHT OF 5/8 OF AN INCH AND A MINIMUM HEIGHT OF INCHES. THE SYMBOL OF COMPLIANCE SHALL BE PLACED NOT MORE THAN 10 INCHES TO THE LEFT OR RIGHT OF THE TACTILE SIGN. THE TACTILE SIGN SHALL BE MOUNTED 48 INCHES, TO THE CENTERLINE, ABOVE THE DOOR, ADJACENT TO THE LATCH SIDE OF THE DOOR. WHERE THERE IS NOT A WALL SPACE TO THE LATCH SIDE OF THE DOOR, SIGNS SHALL BE PLACED ON THE NEAREST ADJACENT WALL. SECTION 1106.2.7

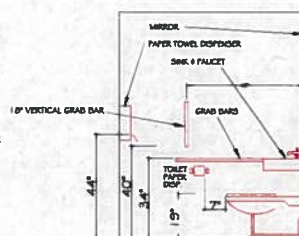
22. WHERE PROVIDED, DRINKING FOUNTAINS SHALL BE IN COMPLIANCE WITH THIS SECTION AND THE REQUIREMENTS OF CABO A117.1, LISTED IN CHAPTER 35, SECTION 1108.4

23. WHERE A SINGLE DRINKING FOUNTAIN IS PROVIDED ON A FLOOR, IT SHALL BE A SINGLE HIGH-LOW DRINKING FOUNTAIN THE HEIGHT OF THE LOW ORIFICE SHALL BE NOT MORE THAN 36 INCHES ABOVE THE FLOOR AND THE HEIGHT OF THE HIGH ORIFICE SHALL BE NOT LESS THAN 39 INCHES ABOVE THE FLOOR.

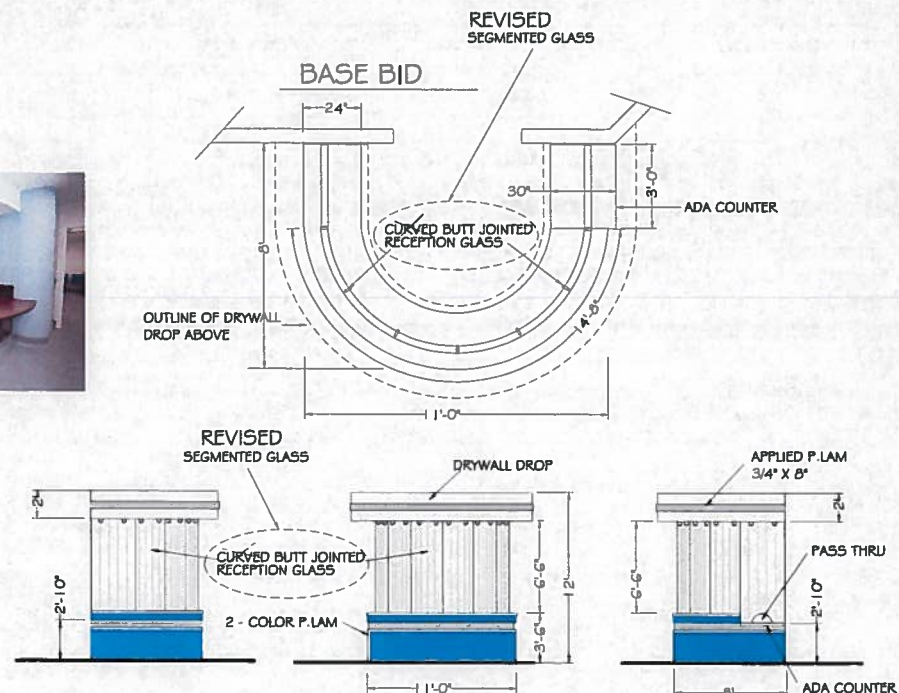
SECTION 1108.4

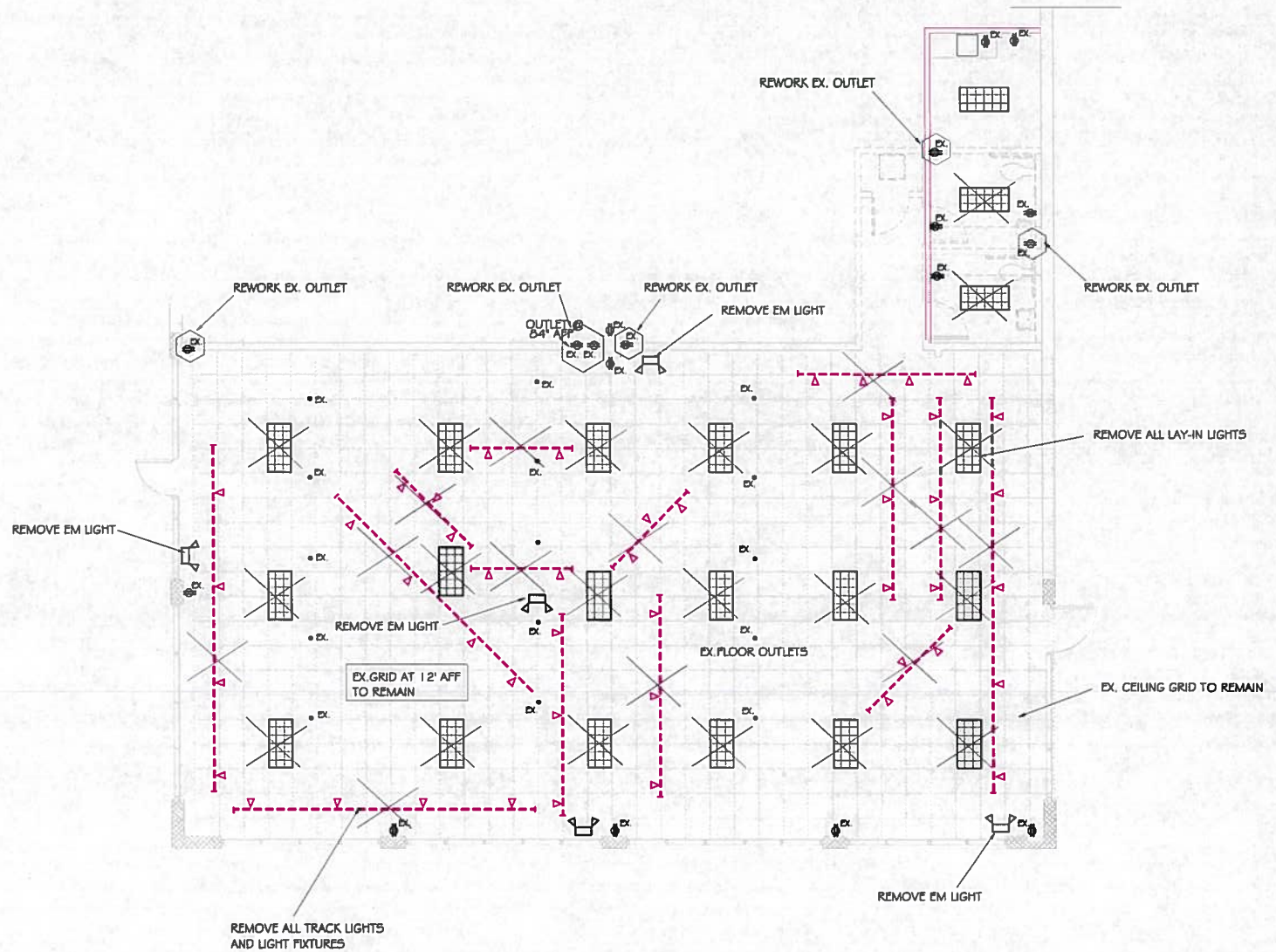
24. FACILITIES AND ELEMENTS IDENTIFIED TO BE ACCESSIBLE SHALL USE THE INTERNATIONAL SYMBOL OF ACCESSIBILITY. SECTION 1109.11

BARRIER FREE BATHROOM DETAILS



TOILET ACCESSORIES DETAILS





ELECTRICAL DEMO PLAN
SCALE 1/4" = 1'-0"

DATE 06/08/20
DESIGN 0011/20











ISSUANCES
OWNER REVIEW
REVISED

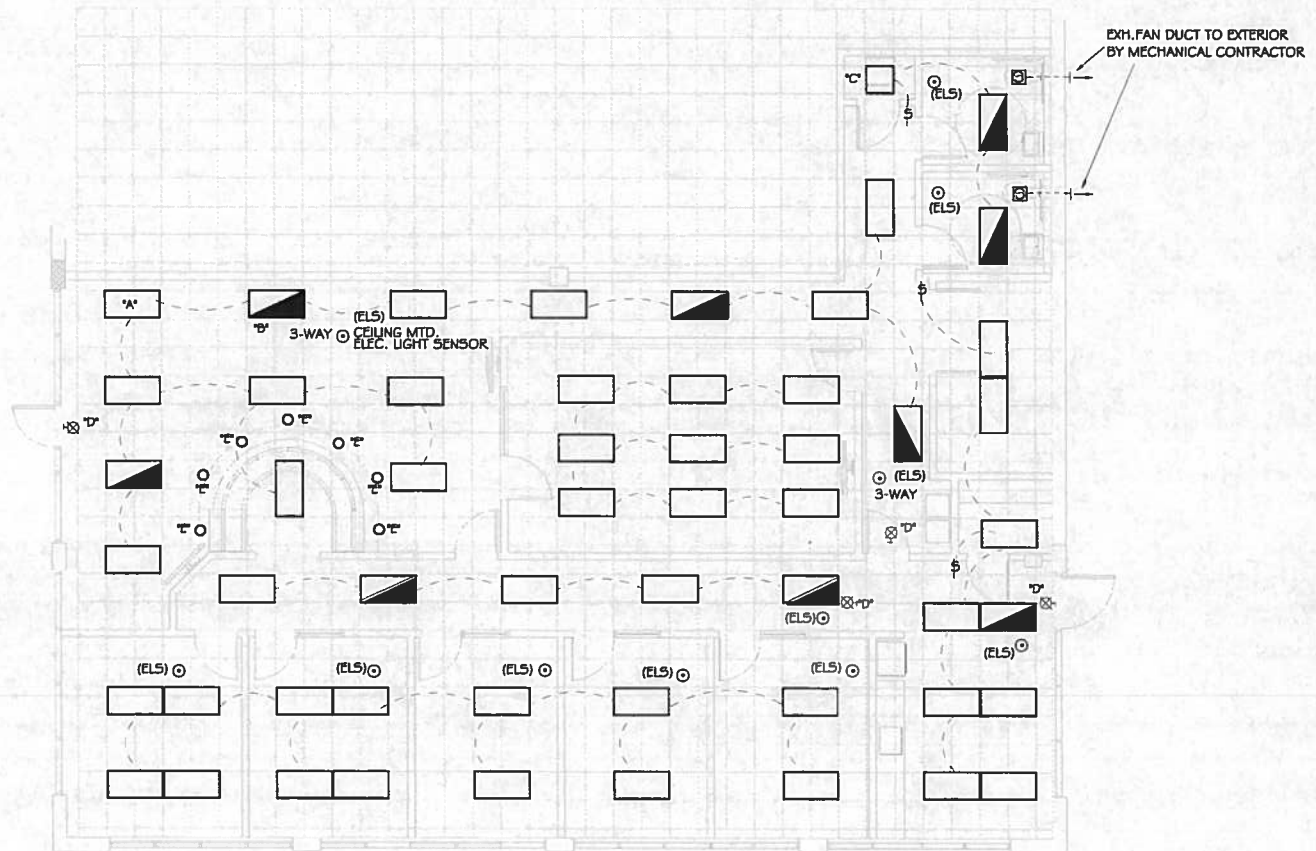
LIVINGSTON COUNTY VETERANS BLDG

john stewart
1645 N. MILFORD RD., MILFORD MICH. 48351
248-635-0976

JOB NO.

SHEET E-1

-  'A' LITHONIA 2GTL4 SWL MVOLT LP840 MATT WHITE
GTL SERIES 48" WIDE LED 120V CRI 4000K
-  'B' LITHONIA 2GTL4 ELI 4L LP840 MATT WHITE
RECESSED TROPPER WITH BATTERY BACKUP
-  'C' LITHONIA 2GTL2 A12 LP840 MATT WHITE
GTL SERIES 24" WIDE LED 120V CRI 4000K
-  'D' LITHONIA CONTRACTOR SELECT EXR
WHITE LED EXIT SIGN
-  'E' HALO 117 ICT HOUSING WITH
3058AT SPECULAR BLAZE REFLECTOR
-  (ELS) CEILING MOUNTED LIGHT SENSOR SWITCH
MOTION SENSOR
-  LIGHT SWITCH
-  120 V RECEPTACLE
-  DATA OUTLET
HARD PIPE CONDUIT TO ABOVE CEILING
-  EXIST FLOOR POWER & DATA OUTLET
REPLACE COVER WITH NEW FLUSH BRONZE COVER



PROPOSED LIGHTING PLAN

SCALE 1/4" = 1'-0"

DATE
08/11/20

SUPERVISIONS
OWNER REVIEW
REVISED

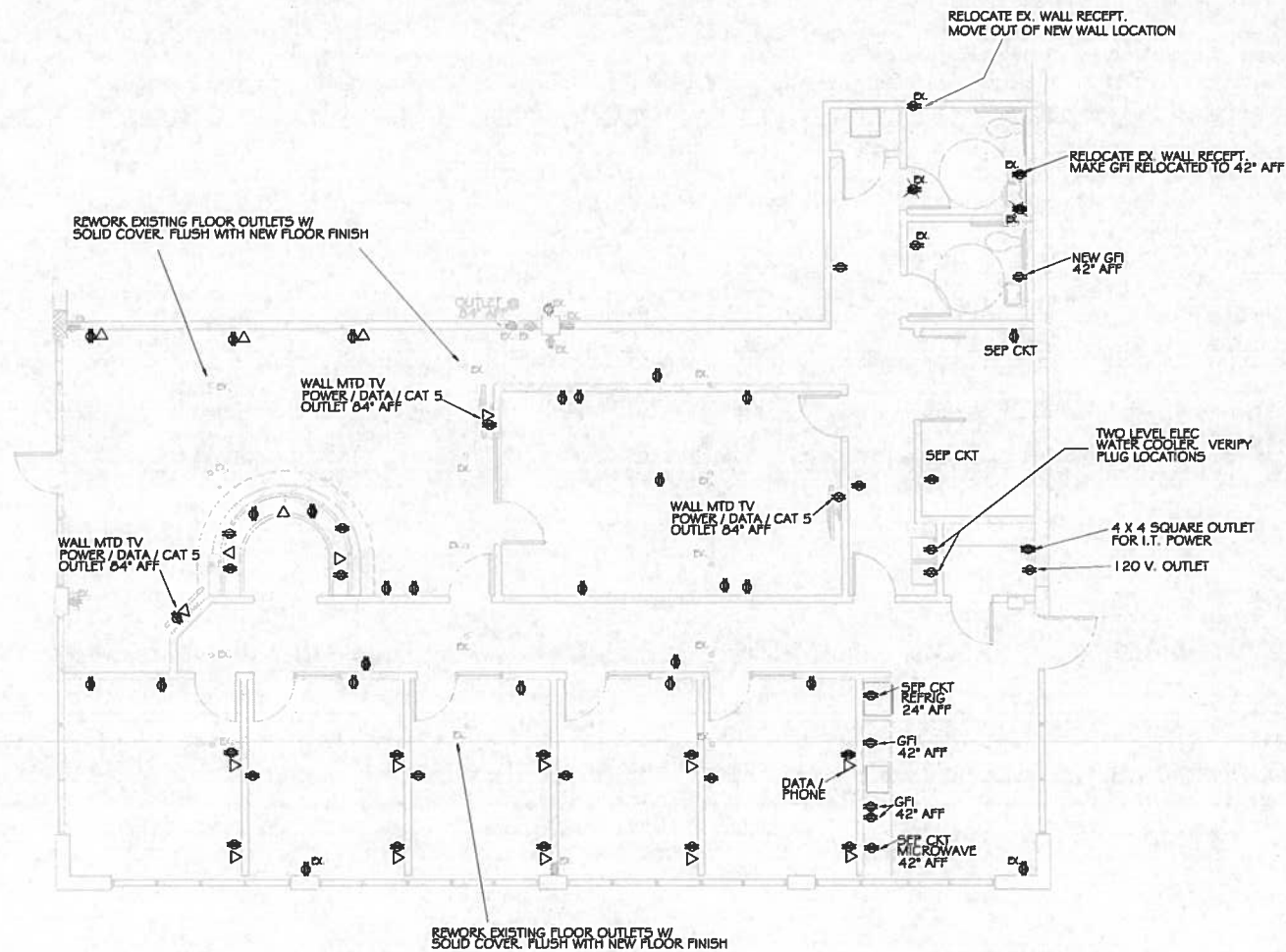
LIVINGSTON COUNTY VETERANS BLDG

john stewart
1645 N. MILFORD RD. MILFORD MICH. 48361
248-625-0870

JOB NO.

SHEET
F-2



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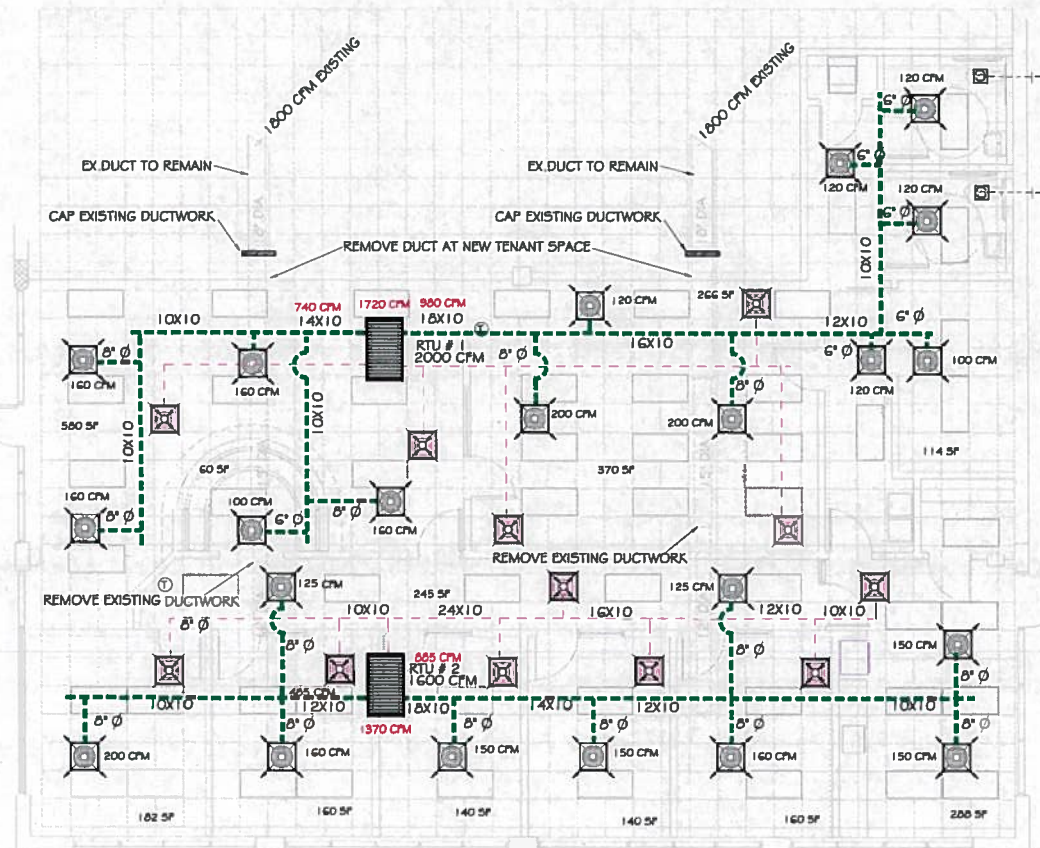
POWER PLAN

SCALE 1/4" = 1'-0"

DATE 06/01/2020	DESIGNER JES	DATE 06/11/20
REVISIONS OWNER REVIEW	REVISOR	
LIVINGSTON COUNTY VETERANS BLDG		
JOE NO.	240-685-0976	1645 N. MILFORD RD., MILFORD MICH. 48301
SHEET F3	john stewart	

-  CEILING SUPPLY REGISTER
-  CEILING RETURN AIR GRILLE

CEILING HEIGHT 12'-0"
TO ROOF 18'-0"



PROPOSED HVAC PLAN W/ 2 NEW ROOF TOP UNITS

SCALE 1/4" = 1'-0"

DATE
06/08/20
DESIGN
06/11/20

REVISIONS
OWNER REVIEW
REVISED

LIVINGSTON COUNTY VETERANS BLDG

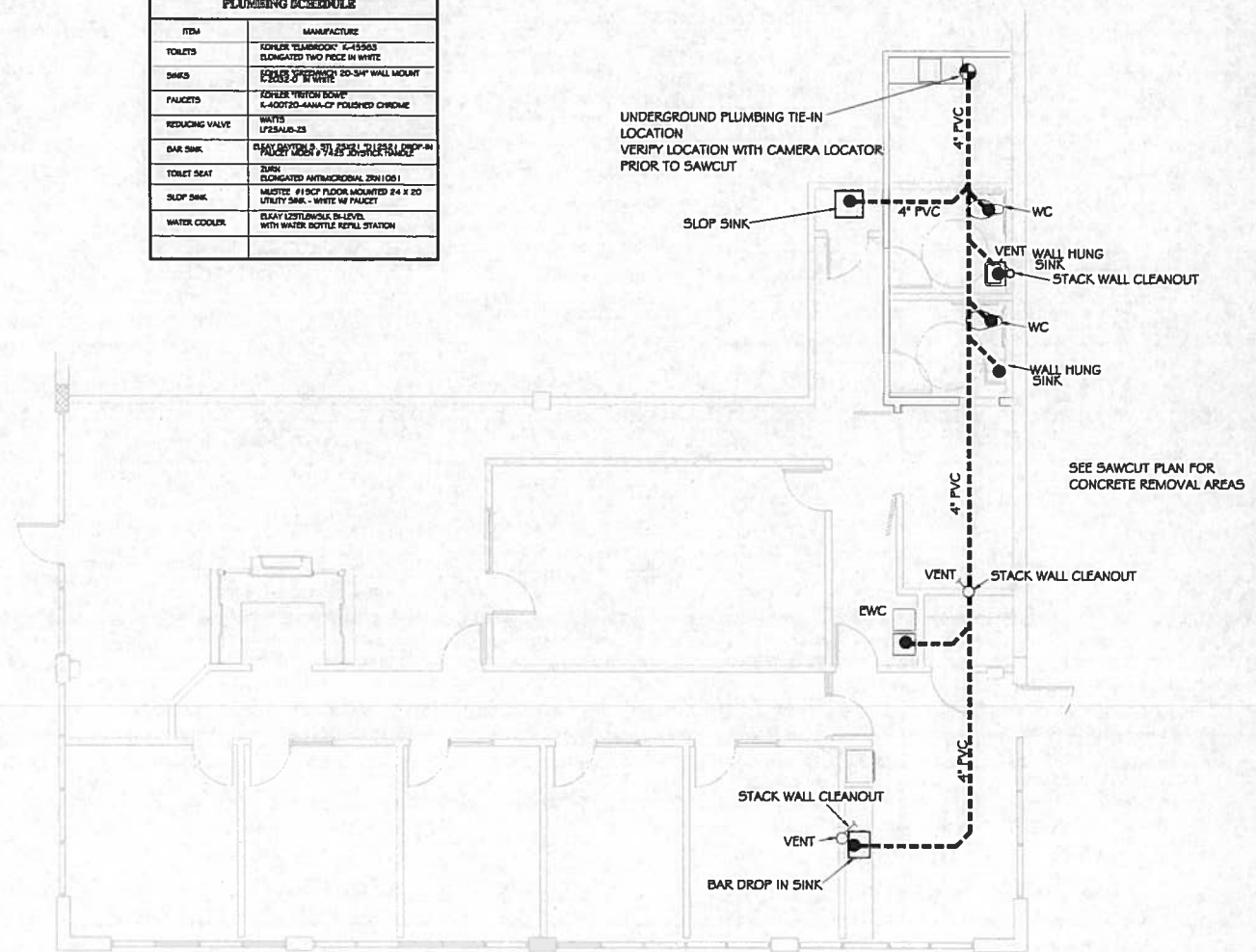
240-605-0570

john stewart
1645 N. MILFORD RD., MILFORD MICH. 48351

JOB NO.

SHEET
M-1

PLUMBING SCHEDULE	
ITEM	MANUFACTURE
TOILETS	KOHLER TUBROOMS L-15563 ELONGATED TWO PIECE IN WHITE
SINKS	ELAY LOSTUNOWSKI 20-34" WALL MOUNT P-2032-0 IN WHITE
FALICETS	KOHLER TRETON BOWIE L-400720-44A-A-C7 POLISHED CHROME
REDUCING VALVE	WATTS 17254UB-23
BAR SINK	ELAY LOSTUNOWSKI 24" 20" UTILITY SINK P-2032-0 IN WHITE
TOILET SEAT	ZURK ELONGATED ANTI-MICROBIAL 29H1051
SLOP SINK	MICOTEC #1 SLOP FLOOR MOUNTED 24 X 20 UTILITY SINK - WHITE W/ PALCET
WATER COOLER	ELAY LOSTUNOWSKI 24-LEVEL WITH WATER BOTTLE REPLY STATION



PROPOSED PLUMBING PLAN

SCALE 1/4" = 1'-0"

DATE
08/20/20
DESIGN
08/11/20

ISSUE/REVISIONS
OWNER REVIEW
REVISED

LIVINGSTON COUNTY VETERANS BLDG

245-655-0973

1645 N. MILFORD RD., MILFORD MICH. 48361

JOB NO.

SHEET
20

AIA® Document A133™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the twelfth day of August in the
year Twenty Thousand Twenty
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Livingston County Facility Services
420 South Highlander Way
Howell, Michigan 48843

and the Construction Manager:
(Name, legal status, address, and other information)

JOHN STEWART ASSOCIATES, L.L.C.
1645 North Milford Road
Milford, Michigan 48381

for the following Project:
(Name, location, and detailed description)

Livingston County Veterans
4050 East Grand River Howell, Michigan
Tenant Space Construction

The Architect:
(Name, legal status, address, and other information)

John Stewart
1645 North Milford Road
Milford, Michigan 48381

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Construction Manager agree as follows.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Tenant space construction.

Documents listed under Article 15.7

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Tenant Build-Out 3000 S.F. of existing Art Van Sleep Store

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§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

Final Construction amount to be determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

none

.2 Construction commencement date:

not yet known

.3 Substantial Completion date or dates:

not yet known

.4 Other milestone dates:

none

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

not applicable

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Office Space for Livingston County Veteran

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

Interior Tenant Space Improvements

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§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Mrs. Mary Durst, Director of Veterans' Service Livingston County Michigan (517) 546-6338

Mr. Chris Folts, Facilities Services for Livingston County (517) 546-6491

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:
N/A

.2 Civil Engineer:
N/A

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)
N/A

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

John Stewart
1645 N. Milford Road
Milford, Michigan
(248) 390-5260

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§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

John Stewart
1645 North Milford Road
Milford, Michigan 48381

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

N/A

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

N/A

§ 1.1.15 Other Initial Information on which this Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and

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supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201–2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the

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Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and

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coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following

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acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed-upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

Init.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

10% (ten per cent) of the cost of the work

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within (0) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Twenty (20) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

%

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ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Ten Per Cent (10%) of the total cost of Construction

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

10% (ten per cent) Of the cost of agreed Change Order

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

N/A

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed

N/A percent (%) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

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§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions,

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provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

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§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including

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the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

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§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 20th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

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§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10% (Ten per cent)

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article

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9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 11.2.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 11.2.3 The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner’s request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager’s Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

☐

Arbitration pursuant to Article 15 of AIA Document A201–2017

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☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that

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Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 ~~AIA Document A133™-2019, Exhibit B, Insurance and Bonds~~
- .4 ~~AIA Document A201™-2017, General Conditions of the Contract for Construction~~
- .5 ~~AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below~~
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .6 Other Exhibits:
(Check all boxes that apply.)

☐ AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

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.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Drawings prepared by John Stewart:

- C-1 Site and Compliance Plan
- A-1 Floor Plan
- A-2 Existing Ceiling Reflective Plan
- A-3 Concrete Saw Cutting Plan
- A-4 Door and Room Finish Schedule
- A-5 Reception and Barrier Free Information
- E-1 Electrical Demolition Plan
- E-2 Electrical Lighting Plan
- E-3 Electrical Power Plan
- M-1 Heating and Air Conditioning Plan
- P-1 Plumbing Plan

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

John Stewart Owner

(Printed name and title)

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AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the _____ day of _____ in the year _____, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the _____ twelfth day of August in the year Twenty Thousand Twenty _____ (the “Agreement”) *(In words, indicate day, month, and year.)*

for the following **PROJECT:**
(Name and location or address)

Livingston County Veterans
4050 East Grand River Howell, Michigan

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

THE OWNER:

(Name, legal status, and address)
Livingston County Facility Services
420 South Highlander Way
Howell, Michigan 48843

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)
JOHN STEWART ASSOCIATES, L.L.C.
1645 North Milford Road
Milford, Michigan 48381

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed

(\$), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

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ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐

The date of execution of this Amendment.

☐

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐

Not later than
the date of commencement of the Work.

() calendar days from

☐

By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

§ A.3.1.2 The following Specifications:

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(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Exhibit "B" attached

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
------	-------

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§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

John Stewart Owner

(Printed name and title)

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ADDENDUM "B"

JOHN STEWART ASSOCIATES, ARCHITECTS
MILFORD, MICHIGAN

LIST of DRAWINGS - VETERANS' SERVICES SPACE
LIVINGSTON COUNTY, MICHIGAN

<u>Sheet number</u>	<u>Title</u>
C-1	Site and Compliance Plan
A-1	Floor Plan
A-2	Existing Ceiling Compliance Plan
A-3	Concrete Saw Cutting Plan
A-4	Door & Room Finish Schedule
A-5	Reception and Barrier Free Information
E-1	Electrical Demolition Plan
E-2	Electrical Lighting Plan
E-3	Electrical Power Plan
M-1	Heating and Air Conditioning Plan
P-1	Plumbing Plan

Veteran Services Office Relocation Estimated Budget

12/31/19 Fund Balar \$ 2,400,468 includes investments

BEST CASE SCENARIO (same millage, same grant)											
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Millage	\$ 1,011,000	\$ 1,105,193	\$ 1,099,613	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
MVAA Grant	\$ 10,000	\$ 64,520	\$ 64,520	\$ 64,520	\$ 64,520	\$ 64,520	\$ 64,520	\$ 64,520	\$ 64,520	\$ 64,520	\$ 64,520
Total Revenue	\$ 1,021,000	\$ 1,169,713	\$ 1,164,133	\$ 1,064,520	\$ 1,064,520	\$ 1,064,520	\$ 1,064,520	\$ 1,064,520	\$ 1,064,520	\$ 1,064,520	\$ 1,064,520

MID CASE SCENARIO (lower millage and no grant)											
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Millage	\$ 1,011,000	\$ 1,105,193	\$ 1,099,613	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000
MVAA Grant	\$ 108,015	\$ 64,520	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 1,119,015	\$ 1,169,713	\$ 1,149,613	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000

WORST CASE SCENARIO (failed millage, no grant)											
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Millage	\$ 1,011,000	\$ 1,105,193	\$ 1,099,613	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MVAA Grant	\$ 108,015	\$ 64,520	\$ 64,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 1,119,015	\$ 1,169,713	\$ 1,164,133	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

EXPENSES AT NEW OFFICE LOCATION											
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Build Out & Lease	\$ 503,736	\$ 40,141	\$ 45,174	\$ 46,684	\$ 48,194	\$ 49,704	\$ 51,214	\$ 52,724	\$ 54,234	\$ 55,744	\$ 57,254
All other expenses	\$ 705,026	\$ 745,263	\$ 767,986	\$ 791,391	\$ 815,251	\$ 838,327	\$ 863,477	\$ 889,381	\$ 916,063	\$ 943,554	\$ 971,851
Total Expenditures	\$ 1,208,762	\$ 785,404	\$ 813,160	\$ 838,075	\$ 863,445	\$ 888,031	\$ 914,691	\$ 942,105	\$ 970,297	\$ 999,299	\$ 1,029,105

ESTIMATED FUND BALANCE (with office relocation)											
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
BEST	\$ 2,212,707	\$ 2,597,016	\$ 2,947,989	\$ 3,174,433	\$ 3,375,508	\$ 3,551,997	\$ 3,701,826	\$ 3,824,241	\$ 3,918,464	\$ 3,983,685	\$ 3,954,580
MID	\$ 2,310,722	\$ 2,695,031	\$ 3,031,484	\$ 2,893,408	\$ 2,729,963	\$ 2,541,932	\$ 2,327,241	\$ 2,085,136	\$ 1,814,839	\$ 1,515,540	\$ 486,435
WORST	\$ 2,310,722	\$ 2,695,031	\$ 3,046,004	\$ 2,207,928	\$ 1,344,483	\$ 456,452	\$ (458,239)	\$ (1,400,344)	\$ (2,370,641)	\$ (3,369,940)	\$ (4,399,045)

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing an Agreement Consenting to the Assignment of the Investment Advisory Agreement with Plante Moran Financial Advisors to CapFinancial Partners - Administration

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

WHEREAS, Resolution 2018-06-114 authorized an agreement with Plante Moran Financial Services for investment advisory services to the Retirement Plan Advisory Committee; and

WHEREAS, Plante Moran Financial Advisors has requested to change assignment of the current agreement for financial advisory services with Livingston County to CapFinancial Partners, LLC, d/b/a CAPTRUST Financial Advisors; and

WHEREAS, the Retirement Plan Advisory Committee was briefed by Plante Moran Financial Advisors about this change to CAPTRUST Financial Advisors; and

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into the Client Consent / Ratification agreement for the assignment of the current investment advisory services agreement with Plante Moran Financial Advisors to CapFinancial Partners, LLC, d/b/a CAPTRUST Financial Advisors.

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

#

#

#

MOVED:
SECONDED:
CARRIED:

[PMFA Letterhead]

CLIENT CONSENT/RATIFICATION

The undersigned consents to/ratifies the assignment of its Investment Advisory Agreement with Plante Moran Financial Advisors, LLC (“PMFA”) to CapFinancial Partners, LLC, d/b/a CAPTRUST Financial Advisors (“CAPTRUST”) effective as of August 3, 2020.

«Client»

Print Name

Title

Date

Please complete and return this form to us by September 4, 2020.

While we hope you’ll join us at CAPTRUST, you do have the right to terminate your Investment Advisory Agreement with us. Should you choose to terminate, please contact us as soon as possible.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Requesting Reallocation of Pension Assets - Fiscal Services

WHEREAS, Livingston County has been a participating municipality in the Municipal Employees' Retirement System of Michigan ("MERS"); and

WHEREAS, pursuant to Municipal Employees' Retirement Board requirements, since December 31, 1994, asset accounting had been separate for each division, instead of aggregate for the entire municipality; and

WHEREAS, over time, significant disparities have arisen in the County's MERS plan as a result of allocating the fair market value of plan assets on a divisional basis instead of on an aggregate basis, which disparities Livingston County wishes to eliminate; and

WHEREAS, in order to address the anticipated increase in unfunded liability for pensions to be provided participants in the defined benefit plan that is likely to occur as a result of diminished contributions to that plan, the County wishes to reallocate certain divisional market assets between these divisions.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners, the governing body of Livingston County, a participating municipality as defined in the Municipal Employees' Retirement Act as recodified by Act No. 427 of the Public Acts of 1984, as amended, and as the employer, hereby requests MERS to reallocate the total market value of assets as of October 1, 2020 as follows:

DIVISION NUMBER	DIVISION NAME	DECREASE IN EMPLOYER RESERVE ASSETS	INCREASE IN EMPLOYER RESERVE ASSETS
47030122	Sheriff Union after 6/20/11	\$18,238	
47030120	Sheriff Union		\$18,238
470301HA	Non-Union Employees	\$712,823	
47030101	Non Union Employees		\$712,823
470301HB	Court New Hires as of 1/1/11	\$109,612	
47030110	Court Employees		\$109,612
470301HC	Sheriff Union after 1/1/14	\$268,140	
47030120	Sheriff Union		\$268,140

which will enable the actuary to prepare the 2020 actuarial valuation with the transferred assets.

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**MOVED:
SECONDED:
CARRIED:**

**Table 6: Actuarial Accrued Liabilities and Valuation Assets
as of December 31, 2019**

	Actuarial Accrued Liability					Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
	Active Employees	Vested Former Employees	Retirees and Beneficiaries	Pending Refunds	Total			
Division	\$ 25,321,145	\$ 4,767,602	\$ 47,308,497	\$ 23,065	\$ 77,420,309	\$ 51,672,078	66.7%	\$ 25,748,231
01 - Non Union Empl	5,634,960	643,237	4,517,598	0	10,795,795	7,628,987	70.7%	3,166,808
02 - Union Srgt	5,657,237	1,200,249	6,184,678	11,899	13,054,063	9,382,959	71.9%	3,671,104
10 - Court Empls	1,718,763	772,961	1,548,867	0	4,040,591	3,436,675	85.1%	603,916
11 - Ambulance Empl	0	159,666	340,065	0	499,731	471,274	94.3%	28,457
12 - Blding Inspect	381,413	0	200,673	0	582,086	543,504	93.4%	38,582
13 - 911 Dispatch	17,656,236	2,254,750	20,805,713	40,606	40,757,305	29,068,735	71.3%	11,688,570
20 - Shrff Union	3,456,461	0	4,227,685	0	7,684,146	5,497,536	71.5%	2,186,610
21 - Union Ltns	633,927	11,583	0	4,285	649,795	668,033	102.8%	(18,238)
22 - Sheriff union after 6/20/11	7,137,481	930,152	2,148,209	0	10,215,842	10,928,665	107.0%	(712,823)
HA - Non-Union Employees	582,259	10,236	32,899	0	625,394	735,006	117.5%	(109,612)
HB - Court New Hires as of 1/1/11	622,015	0	0	0	622,015	890,155	143.1%	(268,140)
HC - Sheriff union aft 1/1/2014	0	0	0	0	0	4,430,731		(4,430,731)
S1 - Surplus Unassociated								
Total	\$ 68,801,897	\$ 10,750,436	\$ 87,314,884	\$ 79,855	\$ 166,947,072	\$ 125,354,338	75.1%	\$ 41,592,734