



BOARD OF COMMISSIONERS ANNUAL MEETING REVISED AGENDA

October 13, 2020, 5:30 PM

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

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

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

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

Pages

1. **CALL ANNUAL MEETING TO ORDER**
2. **MOMENT OF SILENT REFLECTION**
3. **PLEDGE OF ALLEGIANCE TO THE FLAG**
4. **ROLL CALL**
5. **CORRESPONDENCE**
6. **CALL TO THE PUBLIC**
7. **APPROVAL OF MINUTES**
 - a. Minutes of Meeting Dated: September 28, 2020
 - b. Minutes of Meeting Dated: October 7, 2020
8. **TABLED ITEMS FROM PREVIOUS MEETINGS**
9. **APPROVAL OF AGENDA**
10. **PUBLIC HEARING**

Michigan Community Development Block Grant (CDBG) Funding for (CDBG CARES Funding),
Coronavirus Aid, Relief and Economic Security Act (CARES Act), Public Law 116-136

 - a. **Call Public Hearing to Order**

Motion Required
 - b. **Public Comments**
 - c. **Adjourn Public Hearing**

Motion Required
11. **REPORTS**

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12. APPROVAL OF CONSENT AGENDA ITEMS

Resolutions 2020-10-236 through 2020-10-241

- a. 2020-10-236** 10
Resolution Authorizing Replacement Vehicle Leases for Health Department COVID-19 Response Activities – Car Pool
- *b. 2020-10-237** 27
Resolution Authorizing the Construction of a Fuel Farm Canopy and Partial Driveway Replacement at the Transportation Complex – LETS
- c. 2020-10-238** 37
Resolution Approving the Agreement between Livingston County EMS and Merchants & Medical Credit Cooperation Inc. - Emergency Medical Services
- d. 2020-10-239** 50
Resolution Authorizing the Acceptance of the Remounting and Refurbishing Bid for the Emergency Medical Care Vehicle - Emergency Medical Services Department
- e. 2020-10-240** 54
Resolution Authorizing the Acceptance of the Bid for Emergency Medical Care Vehicle – Emergency Medical Services
- f. 2020-10-241** 58
Resolution Requesting the Intergovernmental Agreement with the Local Units and the Designated Assessor - Equalization

13. RESOLUTIONS FOR CONSIDERATION

Resolutions 2020-10-242 through 2020-10-244

- a. 2020-10-242** 66
Resolution for the Annual 2020 Apportionment Report - Equalization
- b. 2020-10-243** 130
A Tribute Resolution Commending Kathleen Lomako, Executive Director of the Southeast Michigan Council of Governments, on the Occasion of Her Retirement - Board of Commissioners
- c. 2020-10-244** 131
Resolution Rescinding Mandatory Use of Face Coverings - Board of Commissioners

14. CALL TO THE PUBLIC

15. ADJOURNMENT

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

MEETING MINUTES

October 7, 2020

IMMEDIATELY FOLLOWING THE FINANCE COMMITTEE

Zoom Virtual Meeting Room

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

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

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

1. CALL MEETING TO ORDER

The meeting was called to order by Chairwoman Carol Griffith at 8:56 a.m.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

All rose for the Pledge of Allegiance to the Flag of the United States of America.

3. ROLL CALL

Indicated the presence of a quorum.
District 5 seat is vacant.

4. CALL TO THE PUBLIC

Brandon Denby, Register of Deeds, commented on his department's increased revenue from 2018 and Resolution 2020-09-225.

5. APPROVAL OF AGENDA

Motion to remove Resolution 2020-09-225, Resolution to Modify the Non-Union Employees, Elected Officials, Commissioners, and Judges Benefit Plans for 2021 Fiscal Year – Human Resources from the Table and add as item 8, whereas Item 9 is now the 2nd Call to the Public and Item 10 is now the Adjournment on the Agenda.

Moved By K. Lawrence

Seconded By J. Gross

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

Motion Carried to add Tabled Resolution (8-0-0)

Chairperson Griffith requested a friendly amendment, if no objection, to add Reports to the Agenda as item 5.a.

Motion to approve the amended Agenda.

Moved By K. Lawrence

Seconded By G. Childs

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

Motion Carried (8-0-0)

5.a. Reports

Commissioner Nakagiri commented on his email regarding his proposed resolution to rescind the mask requirement.

Commissioner Helzerman reported on the COVID-19 death numbers for Livingston County. He will forward his written report to the Commissioners via email.

Commissioner Gross commented on a recent media request he received.

Commissioner Childs left meeting at 9:14 a.m. (internet connection down)

6. FINANCE COMMITTEE RECOMMENDATION FOR APPROVAL OF CLAIMS

Dated: October 7, 2020

Motion to approve the Claims.

Moved By K. Lawrence

Seconded By J. Gross

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

Motion Carried (7-0-1)

Commissioner Childs returned to meeting at 9:18 a.m.

7. FINANCE COMMITTEE RECOMMENDATION FOR APPROVAL OF PAYABLES

Dated: September 18 through October 1, 2020

Motion to approve the Payables.

Moved By J. Gross

Seconded By W. Nakagiri

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

Motion Carried (8-0-0)

8. Resolution 2020-09-225

Resolution to Modify the Non-Union Employees, Elected Officials, Commissioners, and Judges Benefit Plans for 2021 Fiscal Year – Human Resources

Motion to amend the Resolution's fifth WHEREAS Paragraph and third BE IT FURTHER RESOLVED Paragraph from 1.5% to 2.25%.

Moved By R. Bezotte

Seconded By W. Green

Discussion

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

Motion Carried (8-0-0)

Motion to adopt the amended Resolution.

Moved By R. Bezotte

Seconded By W. Green

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

Motion Carried (8-0-0)

9. CALL TO THE PUBLIC

None.

10. ADJOURNMENT

Motion to adjourn the meeting at 9:29 a.m.

Moved By G. Childs

Seconded By D. Helzerman

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

Motion Carried (8-0-0)

Elizabeth Hundley, Livingston County Clerk

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

MEETING MINUTES

September 28, 2020, 5:30 p.m.

Zoom Virtual Meeting Room

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

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

Members Present: Carol Griffith, William Green, Wes Nakagiri, Douglas Helzerman, Robert Bezotte, Jay Gross, and Gary Childs

Members Absent: Kate Lawrence

1. CALL MEETING TO ORDER

The meeting was called to order by Chairwoman Carol Griffith at 5:30 p.m.

2. MOMENT OF SILENT REFLECTION

3. PLEDGE OF ALLEGIANCE TO THE FLAG

All rose for the Pledge of Allegiance to the Flag of the United States of America.

4. ROLL CALL

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

District 5 Commissioner seat is vacant.

5. CORRESPONDENCE

None.

6. CALL TO THE PUBLIC

Michael Tipton, Howell Township, commented on Resolution 2020-09-229.

7. APPROVAL OF MINUTES

- a. Minutes of Meeting Dated: September 14, 2020
- b. Minutes of Meeting Dated: September 23, 2020
- c. Minutes of Special Meeting Dated: September 3, 2020
- d. Minutes of Work Session Dated: September 8, 2020
- e. Minutes of Work Session Dated: September 21, 2020

Motion to approve the Minutes as presented.

It was moved by R. Bezotte

Seconded by D. Helzerman

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

MOTION Carried (7-0-1)

8. TABLED ITEMS FROM PREVIOUS MEETINGS

None.

9. APPROVAL OF AGENDA

Motion to approve the Agenda as presented

It was moved by G. Childs
Seconded by D. Helzerman

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

MOTION Carried (7-0-1)

10. REPORTS

10.a MERS 2019 Actuarial Valuation

Sue Feinberg, Regional Manager for MERS, spoke about the Annual Actuarial Evaluation.

11. APPROVAL OF CONSENT AGENDA ITEMS

Resolutions 2020-09-226 through 2020-09-233

Motion to approve the resolutions on the Consent Agenda.

Request made by Commissioner Bezotte to remove Resolution 2019-09-225, Resolution to Modify the Non-Union Employees, Elected Officials, Commissioners, and Judges Benefit Plans for 2021 Fiscal Year-Human Resources from the Consent Agenda to Resolution for Consideration as item 12a.

It was moved by G. Childs
Seconded by R. Bezotte

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

MOTION Carried (7-0-1)

11.b 2020-09-226

Resolution Authorizing the Acceptance and Signing of the FY 2021 Emergency Management Performance Grant- Emergency Management

11.c 2020-09-227

Resolution Authorizing a Community Development Block Grant (CDBG) CARES Funding Grant with the Michigan Economic Development Corporation (MEDC) to Assist with the Prevention, Mitigation and Response to COVID-19 - Planning Department

11.d 2020-09-228

Resolution Authorizing Crime Victim Rights Grant for Fiscal Year 2021 – Prosecutor

11.e 2020-09-229

Resolution Authorizing the Purchase and Upgrade of Camera Equipment for the Jail

11.f 2020-09-230

Resolution Authorizing a Budget Amendment to the Sheriff Jail 2020 Operating Budget - Jail

11.g 2020-09-231

Resolution Amending Resolution 2020-09-211 Authorizing Additional Fencing at Rear of Jail to Secure Building and Protect Inmates - Jail

11.h 2020-09-232

Resolution to Authorize Extension of the Temporary Juvenile Drug Treatment Court Attorney Services Contract made by the 44th Circuit Court & 53rd District-Specialty Courts and Programs until 12/31/2020 – Court Central Services

11.i 2020-09-233

Resolution Authorizing a Budget Amendment for State of Michigan Coronavirus Emergency Supplemental Funding – Court Central Services

12. RESOLUTIONS FOR CONSIDERATION

Resolutions 2020-09-225 and 2020-09-234 through 235

12a. 2020-09-225

Resolution to Modify the Non-Union Employees, Elected Officials, Commissioners, and Judges Benefit Plans for 2021 Fiscal Year – Human Resources

It was moved by R. Bezotte
Seconded by D. Helzerman

Discussion

Motion to amend the Resolution's fifth WHEREAS Paragraph and third BE IT FURTHER RESOLVED Paragraph from 1.5% to 2.25%.

It was moved by R. Bezotte
Seconded by W. Green

Motion To Table Resolution 2020-09-225 to next Board meeting.

It was moved by J. Gross
Seconded by G. Childs

Roll Call Vote: Yes (4): J. Gross, G. Childs, W. Nakagiri, and C. Griffith; No (3): W. Green, D. Helzerman, and R. Bezotte; Absent (1): K. Lawrence

MOTION To Table Carried (4-3-1)

12.b 2020-09-234

Resolution Authorizing an Agreement with D'n'A-Drug and Alcohol Testing Centers to Provide Drug and Alcohol Testing Services - Court Central Services & Trial Courts

Motion to adopt the Resolution.

It was moved by D. Helzerman
Seconded by R. Bezotte

Discussion

Roll Call Vote: Yes (6): D. Helzerman, R. Bezotte, C. Griffith, G. Childs, W. Green, and W. Nakagiri; No (1): J. Gross; Absent (1): K. Lawrence

MOTION Carried (6-1-1)

12.c 2020-09-235

Resolution Authorizing Contracts to Provide Residential Substance Use/ Co-Occurring Treatment Services – Court Central Services

Motion to adopt the Resolution.

It was moved by G. Childs
Seconded by D. Helzerman

Discussion

Roll Call Vote: Yes (6): G. Childs, W. Green, W. Nakagiri, D. Helzerman, R. Bezotte, and C. Griffith; No (1): J. Gross; Absent (1): K. Lawrence

MOTION Carried (6-1-1)

13. CALL TO THE PUBLIC

None.

14. ADJOURNMENT

Motion to adjourn the meeting at 6:47 p.m.

It was moved by D. Helzerman
Seconded by R. Bezotte

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

MOTION Carried (7-0-1)

Elizabeth Hundley, Livingston County Clerk

RESOLUTION

NO: 2020-10-236

LIVINGSTON COUNTY

DATE: October 13, 2020

Resolution Authorizing Replacement Vehicle Leases for Health Department COVID-19 Response Activities – Car Pool

WHEREAS, the Livingston County Car Pool Department is requesting authorization to replace two (2) Health Department vehicles that have been recommended for replacement with new vehicles leased through the County’s partnership with Enterprise Fleet Management; and

WHEREAS, the Health Department has grant funding available from the Michigan Department of Health and Human Services (MDHHS) for COVID-19 Response activities, under which vehicle acquisition is an eligible expense; and

WHEREAS, as noted in Resolution 2020-09-223 the grant funds must be used by December 31, 2020, and as a result the replacement vehicles will be self-funded leases whereby the entire lease cost is paid up front, with no set lease term or mileage caps; and

WHEREAS, Enterprise provided quotes for the replacement vehicles, a 2020 Jeep Compass and 2020 Chrysler Voyager, for an amount not to exceed \$49,462; and

WHEREAS, the lease costs and vehicle operating costs will be paid by Car Pool, which will charge the Health Department back through the Munis General Billing module.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Car Pool department to replace two (2) Health Department vehicles with replacements leased through the County’s partnership with Enterprise Fleet Management for an amount not to exceed \$49,462.

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

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.

#

**MOVED:
SECONDED:
CARRIED:**



Memorandum

To: Livingston County Board of Commissioners
From: Greg Kellogg, Transportation Director
Date: 9/30/2020
Re: Resolution Authorizing Replacement Vehicle Leases for Health Department COVID-19 Response Activities – Car Pool

The Car Pool Department is requesting authorization to replace two (2) Health Department vehicles that have been recommended for replacement with new vehicles leased through the County's partnership with Enterprise Fleet Management.

The Health Department has grant funding available from the Michigan Department of Health and Human Services (MDHHS) for COVID-19 Response activities, under which vehicle acquisition is an eligible expense. As noted in Resolution 2020-09-223 the grant funds must be used by December 31, 2020, and as a result the replacement vehicles will be self-funded leases whereby the entire lease cost is paid up front, with no set lease term or mileage caps.

Enterprise provided quotes for the replacement vehicles, a 2020 Jeep Compass and 2020 Chrysler Voyager. Those quotes are attached (see highlighted figure on page 1). To ensure delivery by December 31, 2020 these vehicles will be acquired from dealer stock, and because pricing varies between dealerships, Enterprise recommended adding 4% to the quoted prices for budget estimation.

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.

Prepared For: County of Livingston
Kellogg, Greg

Date 10/01/2020
AE/AM EAD/LBW

Unit #

Year 2020 **Make** Chrysler **Model** Voyager

Series L Passenger Van

Vehicle Order Type In-Stock **Term** 12 **State** MI **Customer#** 569224

\$ 24,542.21		Capitalized Price of Vehicle¹
\$ 0.00	*	Sales Tax <u>0.0000%</u> State <u>MI</u>
\$ 103.00	*	Initial License Fee
\$ 0.00		Registration Fee
\$ 0.00		Other: (See Page 2)
\$ 24,042.21	*	Capitalized Price Reduction
\$ 0.00	*	Tax on Capitalized Price Reduction
\$ 0.00		Gain Applied From Prior Unit
\$ 0.00	*	Tax on Gain On Prior
\$ 0.00	*	Security Deposit
\$ 0.00	*	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name
Exterior Color
Interior Color
Lic. Plate Type Title Only
GVWR 0

\$ 500.00	Total Capitalized Amount (Delivered Price)
\$ 0.05	Depreciation Reserve @ <u>0.0100%</u>
\$ 34.93	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 34.98 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 41.33	Full Maintenance Program ³ Contract Miles <u>10,000</u>	OverMileage Charge	<u>\$ 0.0000</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 41.33 Additional Services SubTotal

\$ 0.00	Sales Tax <u>6.0000%</u>		State <u>MI</u>
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\$ 76.31 Total Monthly Rental Including Additional Services

\$ 499.40	Reduced Book Value at <u>12</u> Months
\$ 395.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE County of Livingston

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 100.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 100.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 100.00

VEHICLE INFORMATION:

2020 Chrysler Voyager L Passenger Van - US

Series ID: RUC53

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$26,696	\$26,985.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,495.00	\$1,495.00
Total Price	\$28,191.00	\$28,480.00

SELECTED COLOR:

Exterior: -

Interior: -

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
27B	Quick Order Package 27B	NC	NC
APA	Monotone Paint Application	STD	STD
DFH	Transmission: 9-Speed 948TE Automatic	STD	STD
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	STD
H7	Cloth Bucket Seats	STD	STD
NAS	50 State Emissions	NC	NC
SDA	Normal Duty Suspension	STD	STD
STDAX	3.25 Axle Ratio	STD	STD
TMK	Tires: 235/65R17 BSW AS	STD	STD
UAG	Radio: Uconnect 4 w/7" Display	STD	STD
WFU	Wheels: 17" x 7.5" Steel	STD	STD
Z1A	GVWR: 6,055 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Driver Door: sliding rear passenger doors
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers
Front License Plate Bracket: front license plate bracket
Body Material: galvanized steel/aluminum body material
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
Front Cupholder: front and rear cupholders
Floor Console: partial floor console with box
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
IP Storage: bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Front Wipers: variable intermittent wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter

Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front and rear seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: Sentry Key immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 2 rear head restraints
3rd Row Headrests: 3 fixed third row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 7
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Seat Mounted Armrest: driver and passenger seat mounted armrests
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Rear Seat Type: rear manual reclining full bench seat
Rear Folding Position: rear seat fold-forward seatback

Rear Seat Mounted Armrests: rear seat mounted armrest

3rd Row Seat Type: fixed third row manual 60-40 split-bench seat

3rd Row Electric Control: Stow 'n Go fold into floor third row seat

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: coloured instrument panel insert, door panel insert, console insert

Shift Knob Trim: metal-look shift knob

Interior Accents: piano black/metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Mats: carpet cargo mat

Cargo Tie Downs: cargo tie-downs

Concealed Cargo Storage: concealed cargo storage

Air Compressor: tire mobility kit

Standard Engine:

Engine 287-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 9-speed automatic w/ OD

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT TO MASTER EQUITY LEASE AGREEMENT (this "Amendment") is made and entered into as of the , by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and County of Livingston ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to certain Master Equity Lease Agreement dated 3rd day of Feb, 2020, as amended (the "Agreement"; all capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Agreement as amended by this Amendment); and

WHEREAS, Lessor and Lessee desire to amend the Agreement in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Notwithstanding the second to last sentence of Section 1 of the Agreement, Lessor and Lessee hereby agree that, solely for federal, state and local income tax purposes, the lease by Lessor to Lessee under the Agreement of following Vehicles (the "Specified Vehicles") will be treated as a conditional sale rather than a true lease and that Lessee will be treated as the owner of the Vehicle solely for such income tax purposes:

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Quote #</u>
2020	Chrysler	Voyager	4774504

The Agreement and this Amendment have the specific intent of creating a conditional sale rather than a true lease with respect to the vehicles listed above, and by design, give appropriate consideration to tax statutes, Regulations, Court decisions, and IRS rulings and positions. In recognition of that intent, each of Lessor and Lessee hereby further agrees that it will not take any action or file any return or other document inconsistent with such tax treatment or with the ownership of the Specified Vehicles by Lessee solely for such income tax purposes.

Notwithstanding the foregoing, or anything else in this Amendment, the Agreement or any Schedule to the contrary, and given the inherent uncertainty that exists with respect to any advertised tax result or outcome, Lessee hereby acknowledges and agrees that Lessor makes no representation, warranty or covenant that any tax authority will not assert a contrary position or assert that (a) the lease of the Specified Vehicles by Lessor to Lessee is a true lease for tax purposes, (b) Lessee is not the owner of the Specified Vehicles for tax purposes and/or (c) Lessee is not entitled to claim any depreciation or recovery deduction for tax purposes with respect to the Specified Vehicles. Lessee shall be solely liable for any and all costs and expenses, including, without limitation, any and all attorneys' fees, incurred in contesting any such treatment of the lease of the Specified Vehicles as other than a conditional sale and shall keep Lessor informed, in writing, of any dispute with any tax authority as to the tax treatment of the lease of the Specified Vehicles.

2. All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the

Enterprise FM Trust (Lessor)

County of Livingston ("Lessee")

By: Enterprise Fleet Management, Inc., its attorney in fact

By **Tom Dolan** Digitally signed by Tom Dolan

By _____

Title: Fleet Management AVP

Title: _____

Prepared For: County of Livingston
Kellogg, Greg

Date 10/01/2020
AE/AM EAD/LBW

Unit #

Year 2021 **Make** Jeep **Model** Compass

Series Sport 4dr 4x4

Vehicle Order Type In-Stock **Term** 12 **State** MI **Customer#** 569224

\$ 22,396.00	Capitalized Price of Vehicle¹	
\$ 0.00	*	Sales Tax <u>0.0000%</u> State MI
\$ 103.00	*	Initial License Fee
\$ 0.00		Registration Fee
\$ 0.00		Other: (See Page 2)
\$ 21,896.00	*	Capitalized Price Reduction
\$ 0.00	*	Tax on Capitalized Price Reduction
\$ 0.00		Gain Applied From Prior Unit
\$ 0.00	*	Tax on Gain On Prior
\$ 0.00	*	Security Deposit
\$ 0.00	*	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name
Exterior Color
Interior Color
Lic. Plate Type Title Only
GVWR 0

\$ 500.00	Total Capitalized Amount (Delivered Price)
\$ 0.05	Depreciation Reserve @ <u>0.0100%</u>
\$ 33.31	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 33.36	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 41.63	Full Maintenance Program ³ Contract Miles <u>10,000</u>	OverMileage Charge	<u>\$ 0.0000</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 41.63 Additional Services SubTotal

\$ 0.00	Sales Tax <u>6.0000%</u>	State MI
---------	--------------------------	-----------------

\$ 74.99 Total Monthly Rental Including Additional Services

\$ 499.40	Reduced Book Value at <u>12</u> Months
\$ 395.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE County of Livingston

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 100.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 100.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 100.00

VEHICLE INFORMATION:

2021 Jeep Compass Sport 4dr 4x4 - US

Series ID: MPJL74

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$25,117	\$25,395.00
Total Options	\$916.00	\$995.00
Destination Charge	\$1,495.00	\$1,495.00
Total Price	\$27,528.00	\$27,885.00

SELECTED COLOR:

Exterior: -
Interior: -

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2GA	Quick Order Package 2GA	NC	NC
A7	Cloth Low-Back Bucket Seats	STD	STD
ADE	Cold Weather Group	\$916.00	\$995.00
APA	Monotone Paint Application	STD	STD
CKK	Reversible Carpet/Vinyl Cargo Mat	Included	Included
CLF	All-Season Floor Mats	Included	Included
DFH	Transmission: 9-Speed 948TE Automatic	STD	STD
DME	3.73 Axle Ratio	STD	STD
EDE	Engine: 2.4L I4 Zero Evap M-Air w/ESS	STD	STD
JPM	Heated Front Seats	Included	Included
NAS	50-State Emissions	NC	NC
NHL	Windshield Wiper De-Icer	Included	Included
NHS	Heated Steering Wheel	Included	Included
SCC	Leather Wrapped Steering Wheel	Included	Included
TM9	Tires: 215/65R16 BSW AS	STD	STD
UAG	Radio: Uconnect 4 w/7" Display	STD	STD
WDJ	Wheels: 16" x 6.5" Styled Black Steel	STD	STD
XBM	Remote Start System	Included	Included
Z1B	GVWR: 4,600 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Front Bumper Insert: black front bumper insert
Body Material: fully galvanized steel body material
Body Side Cladding: black bodyside cladding
Grille: black w/chrome accents grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Remote Engine Start: remote engine start - keyfob
Steering Wheel: heated steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors
Voice Recorder: voice recorder
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console
Glove Box: illuminated glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: SiriusXM AM/FM/Satellite-prep with seek-scan
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Front Wipers: variable intermittent wipers with heating wiper park
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting

Display Type: digital/analog display
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
AntiWhiplashFrontHeadrests: anti-whiplash front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Front Heated Cushion: driver and passenger heated-cushions
Front Heated Seatback: driver and passenger heated-seatbacks
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Fold Flat Passenger Seat: fold flat passenger seat
Front Centre Armrest Storage: front no centre armrest with storage
Rear Seat Type: rear 60-40 bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: vinyl door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: metal-look shift knob
LeatherSteeringWheel: leather/metal-look steering wheel
Floor Mats: rubber front and rear floor mats
Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Mats: carpet and rubber cargo mat
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage
Air Compressor: tire mobility kit

Standard Engine:

Engine 180-hp, 2.4-liter I-4 (regular gas)

Standard Transmission:

Transmission 9-speed automatic w/ OD and auto-manual

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2021	Jeep	Compass	4774554

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County of Livingston ("Lessee")

By: Enterprise Fleet Management, Inc., its attorney in fact

By **Tom Dolan** Digitally signed by Tom Dolan

By _____

Title: Fleet Management AVP

Title: _____

Greg Kellogg

From: Dianne McCormick
Sent: Thursday, September 24, 2020 11:26 AM
To: Greg Kellogg
Subject: FW: Resolution and Letter
Attachments: Res. 2020-09-223.pdf; 200911 Livingston FY21 CRFLHD Testing-Vehicles.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Greg,

Attached is the Resolution accepting the funding and the letter that allows vehicle expense. We have already asked for the approval for the two vehicles from MDHHS and have been given approval to proceed.

Thanks ~ Dianne

From: Barton Maas <BMaas@livgov.com>
Sent: Thursday, September 24, 2020 11:17 AM
To: Dianne McCormick <DMcCormick@livgov.com>
Subject: Resolution and Letter

Barton Maas

Financial Services Coordinator
Livingston County Health Department
2300 East Grand River Ave., Suite 102
Howell, MI 48843-7578
P: 517.552.6805
bmaas@livgov.com



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Please think of the environment before printing this email.

RESOLUTION

NO: 2020-10-237

LIVINGSTON COUNTY

DATE: October 13, 2020

Resolution Authorizing the Construction of a Fuel Farm Canopy and Partial Driveway Replacement at the Transportation Complex – LETS

WHEREAS, LETS is requesting authorization to construct a canopy for the propane fuel farm to protect drivers from the elements while refueling vehicles, and to replace the deteriorating asphalt driveway in the fuel farm area with concrete; and

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

WHEREAS, solicitations were issued for the canopy and concrete projects, with the option to bid on the electrical work for the canopy separately; and

WHEREAS, three responses were received for the canopy project, two of which included the electrical work; two responses were received exclusively for the canopy electrical work; and four responses were received for the concrete project; and

WHEREAS, the low bid for the canopy project was a combination of TFC Canopy of Garrett, IN for canopy construction and Landry & Sons Electric of Brighton, MI for the canopy electrical work, and the low bidder for the concrete project was Universal Consolidated Enterprises of Roseville, MI; and

WHEREAS, John Stewart & Associates will serve as the General Contractor for the remaining work, including site engineering and design, concrete footings for the canopy, painting, permitting, cleanup, and site supervision, ~~per the existing contract with Facilities Services~~; and

WHEREAS, the total cost for both projects, including a 10% contingency, will not exceed \$109,042; and

WHEREAS, this project will be 100% grant funded with 80% of the total project costs reimbursed from an FY 2020 Federal Section 5339 grant with a 20% match from the Michigan Department of Transportation; and

WHEREAS, both projects were included in the LETS 2020 budget and the canopy project was included in the 2020 Capital Improvement Plan.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approve the construction of a fuel farm canopy and partial driveway replacement at the Transportation Complex at a cost not to exceed \$109,042, including a 10% contingency, to be funded entirely by an FY 2020 Federal Section 5339 grant with state match.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby approves entering into contracts with TFC Canopy of Garrett, IN for canopy construction for not to exceed \$14,700.00 plus \$4,172.73 for painted ACM facia., Landry & Sons Electric of Brighton, MI for the canopy electrical work for not to exceed \$4,700.00., and Universal

Consolidated Enterprises of Roseville, MI for the concrete driveway replacement for not to exceed \$49,969.00, and John Stewart & Associates for the General Contactor service described above for not to exceed \$11,579.00 plus \$9,012.00 for Construction Management Service.-

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 upon review and/or preparation of Mark Koerner, LETS Transit Attorney.~~Civil Counsel.~~

#

MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Greg Kellogg, Transportation Director
Date: 09/28/2020
Re: Resolution Authorizing the Construction of a Fuel Farm Canopy and Partial Driveway Replacement at the Transportation Complex - LETS

LETS is requesting authorization to construct a canopy for the propane fuel farm to protect drivers from the elements while refueling vehicles. The typical fueling time for propane buses is 8-10 minutes depending on tank size, which is twice the fueling time of diesel buses, and they can take up to 15 minutes to fuel in hot weather.

This project also includes replacement of the asphalt driveway with concrete in the fuel farm area. The driveway is over 20 years old and is in poor condition, with the asphalt in the fuel farm area showing the worst deterioration due to heavy bus traffic around the propane and diesel pumps. Concrete is a more durable option for this high-traffic area. The concrete work will also include the addition of a small parking area for approximately three vans.

In compliance with the County Procurement Policy, a competitive bid process was performed through CoPro+ with John Stewart & Associates acting as the Project Consultant. Solicitations were issued for the canopy and concrete projects, with the option to bid on the electrical work for the canopy separately.

Three responses were received for the canopy project, two of which included the electrical work; two responses were received exclusively for the canopy electrical work; and four responses were received for the concrete project.

The low bid for the canopy project was a combination of TFC Canopy of Garrett, IN for canopy construction and Landry & Sons Electric of Brighton, MI for the canopy electrical work, and the low bidder for the concrete project was Universal Consolidated Enterprises of Roseville, MI.

John Stewart & Associates will serve as the General Contractor for the remaining work, including site engineering and design, concrete footings for the canopy, painting, permitting, cleanup, and site supervision, per the existing contract with Facilities Services. The total cost for

both projects, including a 10% contingency, will not exceed \$109,042.

This project is 100% grant funded with 80% of the total project cost reimbursed from an FY 2020 Federal Section 5339 grant and a 20% match from the Michigan Department of Transportation.

The canopy and concrete projects were included in the LETS 2020 budget and the canopy project was included in the 2020 Capital Replacement Plan (the concrete portion of the project was added after the 2020 CIP was completed).

A bid summary and site plans for both projects are attached. Please contact me directly if you have any questions at x7843.

LETS BID SUMMARY 9-24-20

	CANOPY	CONCRETE	ELECTRICAL
A B & M ELECTRICAL			6800
B CONCRETE CONSTRUCTION		59600	
C LANDRY & SON ELECTRICAL CONTRACTORS			4700
D SPENCE BROTHERS CONCRETE		92629	
E TFC CANOPY	23634.54 NO ELECTRICAL TO BUILDING		INCLUDES CUSTOM PAINT TO MATCH BUILDING 23634.54 + 4700.00(low bid elect.) = 28334.54 TFC base bid is 19,700 + 4700 = 24400.00
F UNIVERSAL CONSOLIDATED ENTERPRISE	38769 INCLUDES ELECTRICAL	49969	
G WINSTAR CONTRACTING	26900 INCLUDES ELECTRICAL	69500	

john stewart

GENERAL CONTRACTORS

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

September 27, 2020

Livingston County Facility Services

420 S. Highlander Way

Howell, Mi. 48843

Attn: Mr. Chris Folts

RE: Summary Transportation Bldg New Concrete Apron and Canopy

1.	Concrete and Demolition including excavation and new 2 1 AA Crushed Concrete (Universal Consolidated Enterprises)	49,969.00
2.	Canopy over Propane tanks (TFC) - did not bid electrical or foundations Add for painted ACM fascia	19,700.00 4,172.73
3.	Run new underground electrical to canopy (Landry Electric)	4,700.00
3.	Install 2 isolated canopy footings	3,000.00
4.	Misc. Painting on canopy columns and exposed electrical conduits	700.00
5.	Clean-up, dumpsters	725.00
6.	Portable Field Toilets	250.00
7.	Permits (allowance) Building permit and land use permit	1,500.00
8.	Site Engineering Drawings and Field Layout	3,200.00
9.	Job Superintendent	2,200.00
	Sub Total	90,116.73
	CM Profit & Overhead @ 10%	9012.00
	Total Cost	\$ 99,128.73

EXTRA PARKING FOR 3 VANS

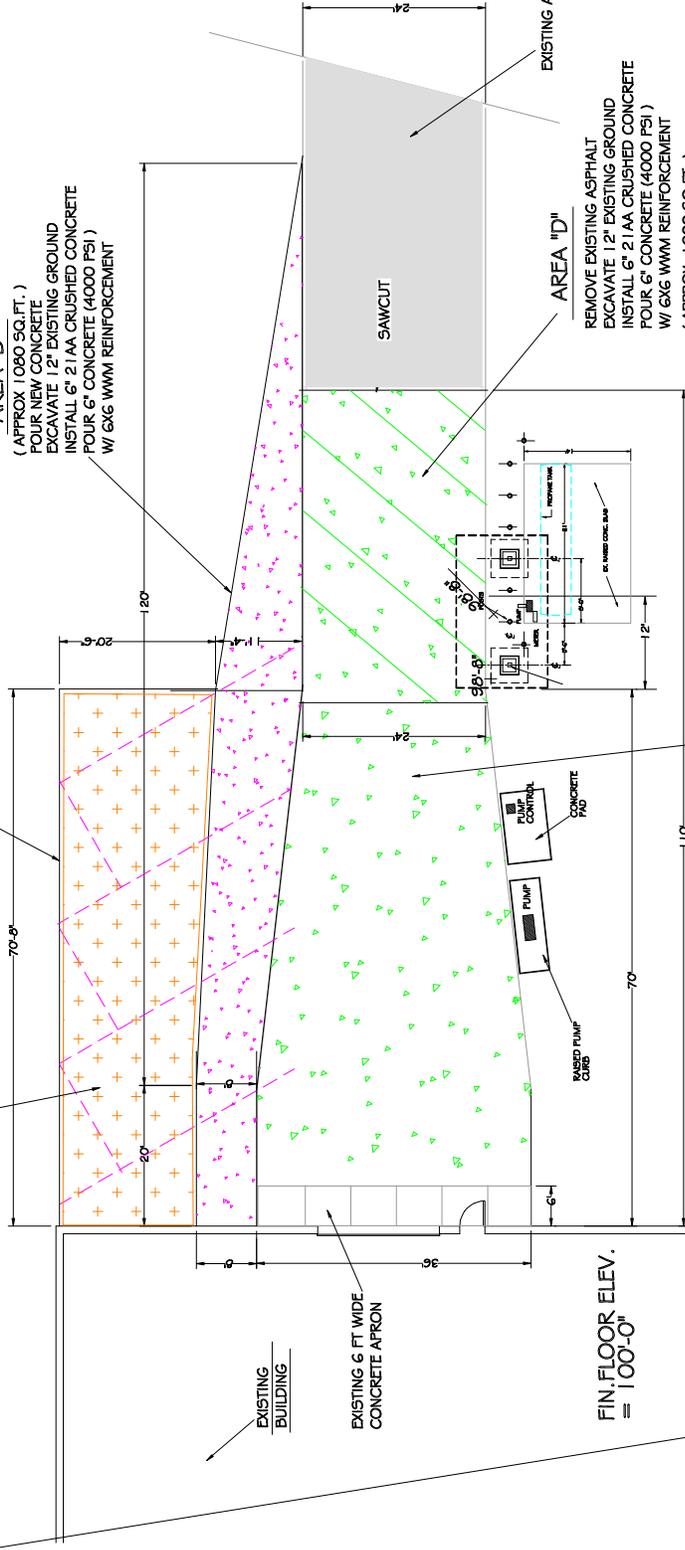
AREA "C"

(APPROX 1340 SQ.FT.)
 POUR NEW CONCRETE
 EXCAVATE 12" EXISTING GROUND
 INSTALL 6" 2' AA CRUSHED CONCRETE
 POUR 6" CONCRETE (4000 PSI)
 W/ 6X6 WMM REINFORCEMENT

CONCRETE CONTRACTOR TO
 HAUL AWAY EXCESS DIRT AFTER BACKFILL

AREA "B"

(APPROX 1080 SQ.FT.)
 POUR NEW CONCRETE
 EXCAVATE 12" EXISTING GROUND
 INSTALL 6" 2' AA CRUSHED CONCRETE
 POUR 6" CONCRETE (4000 PSI)
 W/ 6X6 WMM REINFORCEMENT



AREA "D"

REMOVE EXISTING ASPHALT
 EXCAVATE 12" EXISTING GROUND
 INSTALL 6" 2' AA CRUSHED CONCRETE
 POUR 6" CONCRETE (4000 PSI)
 W/ 6X6 WMM REINFORCEMENT
 (APPROX. 1000 SQ.FT.)

EXISTING ASPHALT TO REMAIN

EXISTING BUILDING
 EXISTING 6 FT WIDE
 CONCRETE APRON
 FIN. FLOOR ELEV.
 = 100'-0"

AREA "A"

REMOVE EXISTING ASPHALT
 EXCAVATE 12" EXISTING GROUND
 INSTALL 6" 2' AA CRUSHED CONCRETE
 POUR 6" CONCRETE (4000 PSI)
 W/ 6X6 WMM REINFORCEMENT
 (APPROX. 2000 SQ.FT.)

AREA "A" ORIGINAL 2000 SQ.FT.
 AREA "B" REVISED 1080 SQ.FT.
 AREA "C" ADDITIONAL 1340 SQ.FT.
 AREA "D" ADDITIONAL 1000 SQ.FT.

SITE PLAN

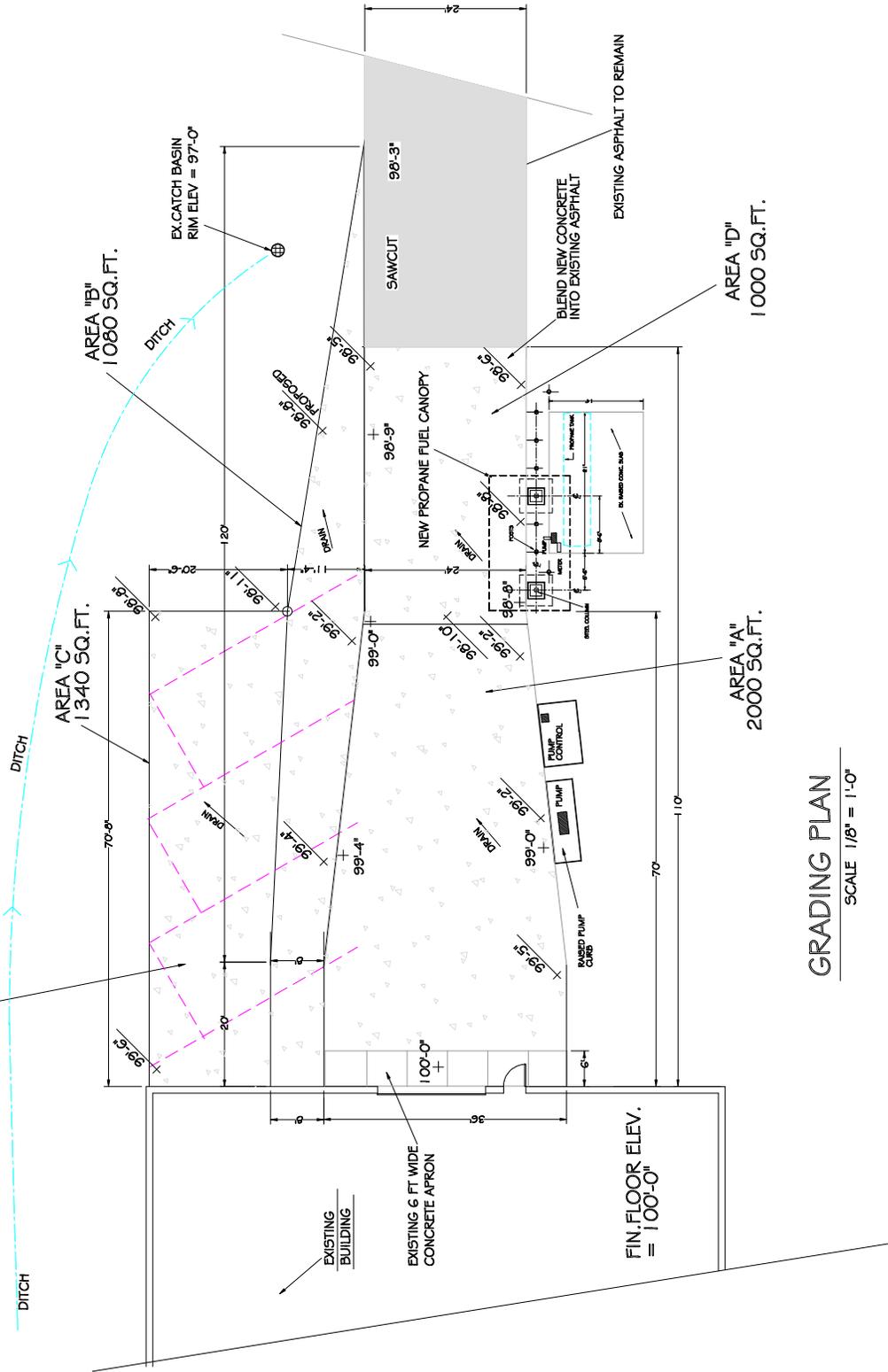
SCALE 1/8" = 1'-0"

LIVINGSTON ESSENTIAL TRANSPORTATION BUILDING
 CONCRETE REPLACEMENT

JOHN STEWART GC
 1645 N. MILFORD RD
 MILFORD, MI. 48381
 (248) 390-5260

21 JULY 2020
 20 JULY 2020
 13 JULY 2020
 7 MAY 2020

EXTRA PARKING FOR 3 VANS



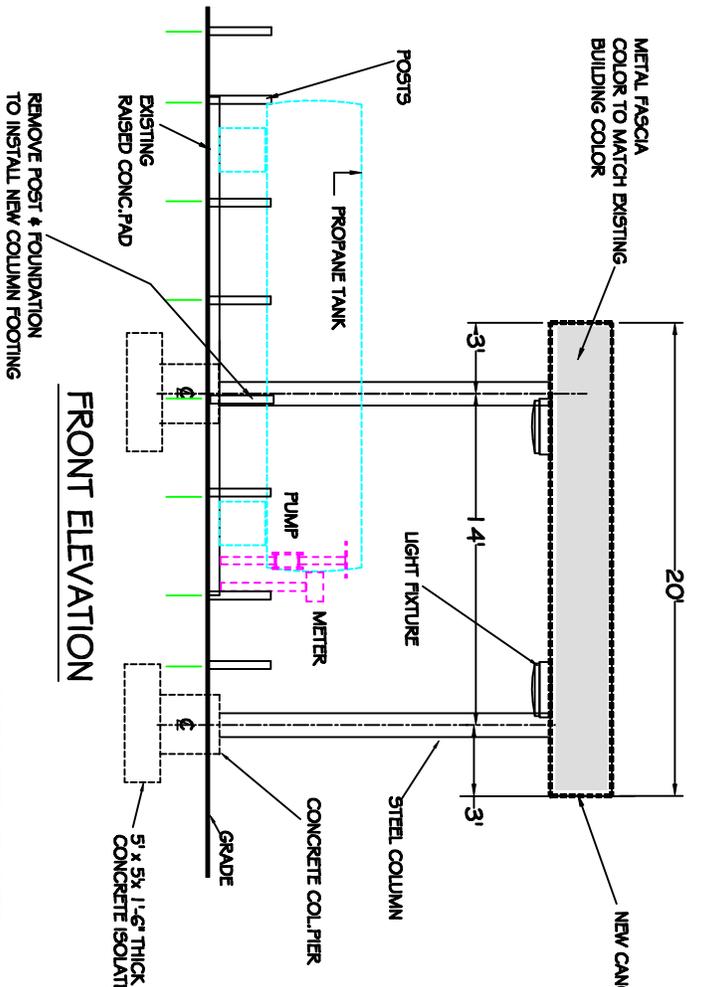
GRADING PLAN

SCALE 1/8" = 1'-0"

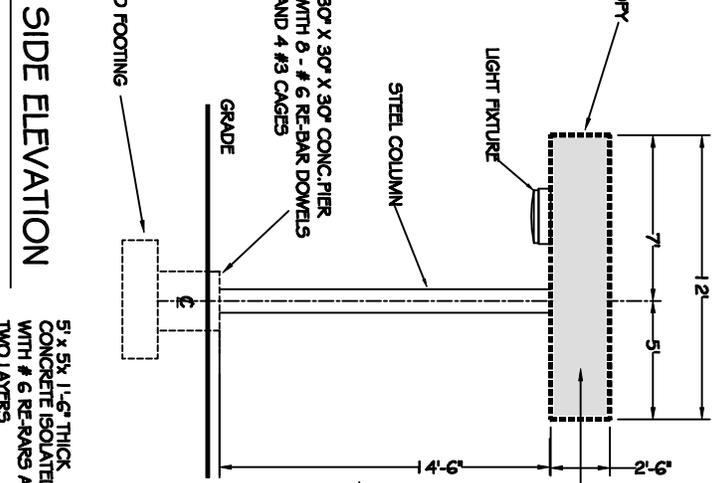
LIVINGSTON ESSENTIAL TRANSPORTATION BUILDING CONCRETE REPLACEMENT

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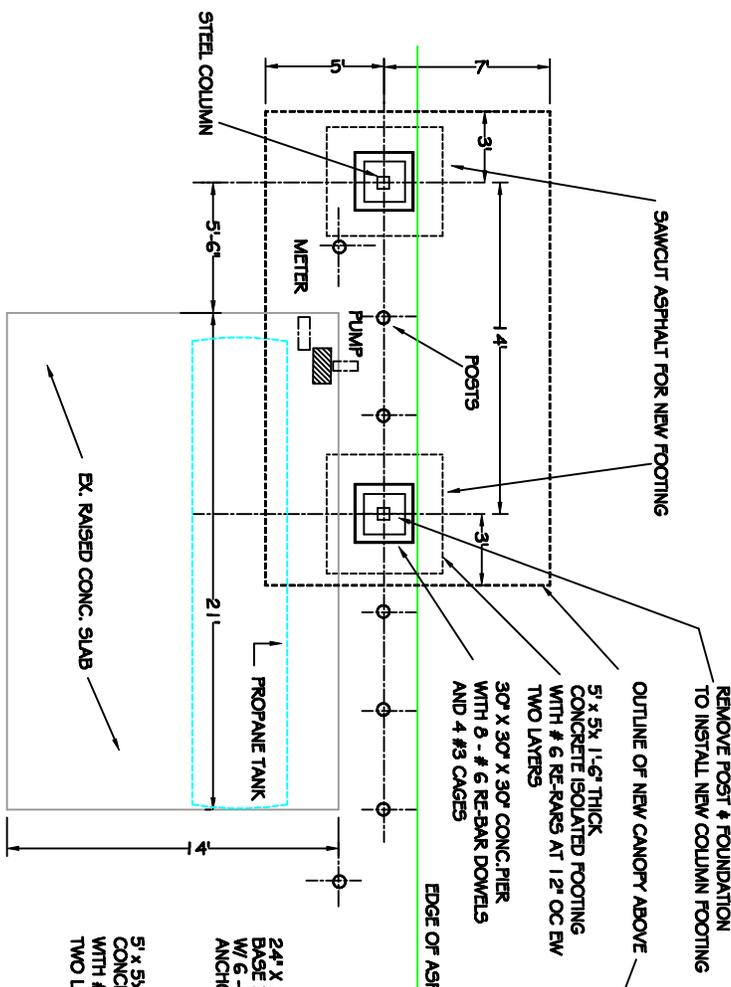


FRONT ELEVATION

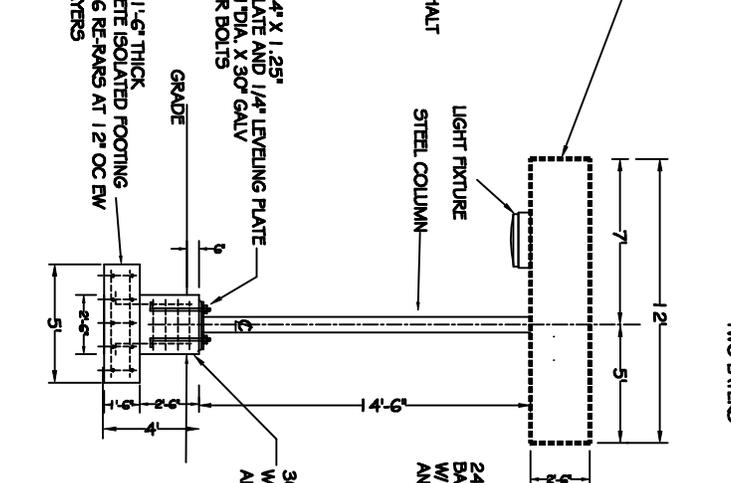


SIDE ELEVATION

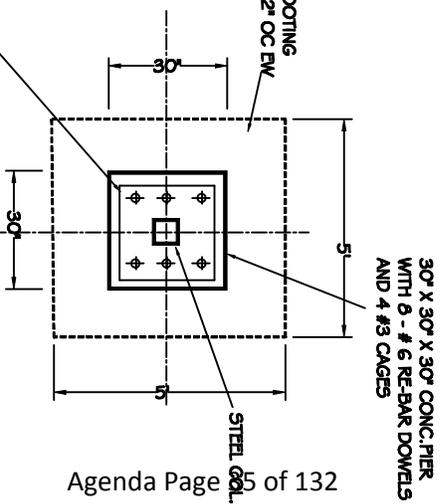
**LIVINGSTON COUNTY MICHIGAN
TRANSPORTATION BUILDING
PROPANE FUEL CANOPY**



CANOPY PLAN



FOUNDATION DETAIL



ENLARGED PLAN

**JOHN STEWART ASSOC
GENERAL CONTRACTORS
(248) 390-5260
20 JULY 2020**



RESOLUTION

NO: 2020-10-238

LIVINGSTON COUNTY

DATE: October 13, 2020

Resolution Approving the Agreement between Livingston County EMS and Merchants & Medical Credit Cooperation Inc.

WHEREAS, Livingston County EMS has a need for collection services to resolve account balances that cannot be achieved through the normal invoicing process, and

WHEREAS, Livingston County EMS has reviewed the available service, options, and pricing of several collection services, and

WHEREAS, Livingston County EMS wishes to execute an agreement with Merchants & Medical for collection services, and

WHEREAS, Legal counsel has reviewed, amended, and approved the agreement and supplemental documents.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approve the agreement with Livingston County EMS and Merchants & Medical for collection services.

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

#

**MOVED:
SECONDED:
CARRIED:**

ABSTRACT OF COLLECTION AGREEMENT AND POWER OF ATTORNEY

Merchants & Medical Credit Corporation, Inc. (MMCC) and Livingston County EMS (Client) entered into an agreement for debt collection services. That agreement applies to all accounts listed with MMCC by Client. Any customer of Client may consider this document as acknowledgement by Client of MMCC's authority to collect the consumer's account with Client provided, however, that MMCC shall at all times comply with all laws and regulations relating to the collection of accounts listed with MMCC.

Furthermore, Client gives a power of attorney to MMCC to file proofs of claim in the Client's customers' bankruptcy estates and to file claims in the decedent estates of the Client's customers, list the Clients accounts on the credit bureaus, and endorse for deposit checks, drafts, money orders and other forms of remittance received as payments on the Client's accounts on behalf of the Client provided, however that MMCC shall at all times comply with all laws and regulations relating to the authority granted under this power of attorney, including the authority file proofs of claim in the Client's customers' bankruptcy estates and to file claims in the decedent estates of the Client's customers, list the Clients accounts on the credit bureaus, and endorse for deposit checks, drafts, money orders and other forms of remittance received as payments.

This power of attorney is in effect upon the signing of this document and continues until revoked in writing by the Client.

Date: _____

For Client

Date: _____

For MMCC

AGREEMENT

This Agreement is between Merchants & Medical Credit Corporation, Inc. (MMCC) and Livingston County EMS (the "Client"). For the mutual consideration set forth below MMCC and the Client agree that MMCC will collect delinquent accounts of the Client under the following terms and conditions:

1. MMCC is and will remain an independent contractor with respect to the Client and have complete control of the collection of the accounts listed with MMCC except as specifically set forth in this Agreement. Neither MMCC nor any of its representatives are employees, partners or joint ventures of Client. MMCC shall be responsible for paying all salaries, wages, or other compensation which may be due its employees or agents for performing services under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper Federal, State, and local governments. MMCC shall at all times comply with all laws and regulations relating to the collection of accounts listed with MMCC.
2. The Client authorizes and instructs MMCC to endorse for deposit in the Client's name and in their behalf, such money orders, checks, drafts, or other forms of remittance MMCC may receive on accounts the Client submits to them for collection.
3. If and when the Client directs MMCC to forward any account to an attorney for collection, MMCC is authorized and directed to tender the account to the attorney as a convenience to the Client subject to the following terms:
 - a. The Client shall choose the attorney to whom the Client's account shall be transmitted. Such attorney is to represent the Client and to report to MMCC or to the Client as directed by the Client.
 - b. When the Client authorizes suit or an expense, MMCC is authorized and directed to conduct on Client's behalf all routine correspondence with the attorney, subject to the Client's control. All matters requiring a decision shall be referred to the Client.
 - c. The Client authorizes MMCC to advance legal costs on the Client's behalf.
4. The Client shall pay to MMCC the following fees for MMCC's services:
 - a. 25% of the funds collected for accounts where the 50% rate described below doesn't apply.
 - b. 50% of the funds collected for accounts which the Client has directed to be sent to an attorney, or where the debtor has filed bankruptcy or a decedent estate has been filed for a deceased debtor.
 - c. We further acknowledge that the accounts listed with MMCC will be serviced on a contingency basis as previously set forth. To partially compensate for the work done on accounts which are uncollectible and upon which there is no recovery, and to offset cost losses and expenses incurred in skip tracing, investigation of assets, personal and field contacts with debtors, etc., any statutory or court ordered attorney fees and interest that may be earned or accrued that is collected on any of the Client's open accounts shall be retained by MMCC.
5. Except as set forth in paragraph 11, the Client agrees that from the date MMCC acknowledges the receipt of an account that MMCC has an Client interest in said account and it is understood and agreed that MMCC has exclusive control of those accounts until they are paid in full to them or to the Client, or until MMCC has exhausted all lawful means of collections and returns the accounts to the Client as uncollectible.
6. In the meantime, except as set forth in paragraph 11, these accounts cannot be withdrawn by the Client without payment of the regular fees and advanced costs, as set forth above, on the balance of each account as if fully collected. Merchandise returned to the client or the acceptance of notes by the Client will be considered the same as cash received by them and subject to the regular rate of commission, unless special arrangements are made in advance. If a listed account has been paid prior to the list date a 10% discovery fee will be charged if reported to MMCC within 30 days of listing. If the payment is reported to MMCC after 30 days from the listing the full fee set forth in paragraph 4 above will be charged.
7. MMCC hereby agrees to indemnify Client and to hold Client harmless from and against all damages, costs, losses and expenses, including reasonable attorney's fees, directly resulting from MMCC's collection activity under this contract; provided, however, Client hereby warrants and guarantees that the information furnished to MMCC, including but not limited to the identity of the debtor, any information about the debtor, the balance of the account and the payments and credits due, shall be accurate. Client shall not refer any account to MMCC where the debtor has an open bankruptcy estate or the account has been discharged in bankruptcy. Client shall have an affirmative duty to report to MMCC at the time of turnover any legal representation of the debtor and thereafter to promptly report to MMCC any legal representation, bankruptcy filings, decedent estate, or any change in the amount of the debt by payment, adjustment or otherwise. MMCC shall have no obligation to indemnify or hold Client harmless in the event of error or omission in such information. MMCC hereby expressly disclaims responsibility for any other damages, whether special, incidental or consequential.

Client Initials _____

MMCC Initials _____

8. Subject to situations to which an applicable governmental immunity does not apply, Client agrees that Client will be solely responsible for damages, costs, losses and expenses, including reasonable attorney's fees directly resulting from errors or omissions in connection with such information furnished by Client to MMCC or that may arise out of the negligent or willful misconduct of the agents or employees of Client.. To the extent permitted by law, nothing herein shall be construed as a waiver of any governmental immunity by Client or Client's employees as provided by statute or court decisions
9. The Client authorizes MMCC to report any of the accounts listed with MMCC to the credit bureaus. The Client agrees to give MMCC prompt notice of any payments made directly to the Client.
10. The Client authorizes MMCC to file proofs of claim in probate estates and bankruptcy estates on the accounts listed with MMCC.
11. MMCC or Client may terminate this Agreement, with or without cause, upon 30 calendar days written notice to the other party. Upon termination of this Agreement by either party, Client may – at its option – elect either that:
 - a. Accounts received by and assigned to MMCC prior the effective date of the termination of the Agreement shall be retained and continue to be serviced and collected by MMCC. If such election is made, MMCC shall be entitled to payment only of the fees set forth in paragraph 4 of this Agreement as to the retained accounts; or
 - b. Accounts assigned to MMCC but not yet fully collected be withdrawn from MMCC and returned to the Client, or such party as designated by the Client. If such election is made, MMCC shall be entitled to no fees or compensation for the withdrawn accounts. MMCC shall be required to turn over and deliver to Client all files, all work in progress, all documents, and all tangible items pertaining to the Services provided through this Agreement no later than seven (7) calendar days of such written election by Client. MMCC cooperate with Client and such person or entity designated by Client, to permit full and timely transfer of such accounts.
12. MMCC shall adhere to all Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination in regard to employees and applicants for employment which include, but is not limited to, the following: A. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended. B. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended. C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and rules adopted thereunder. D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC § 12101 et seq.), as amended, and regulations promulgated thereunder. Breach of this Section shall be regarded as a material breach of this Agreement.
13. MMCC shall not commence work under this Agreement until it has obtained the insurance required under this Section and shall keep such insurance in force during the entire life of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the Client. The requirements below should not be interpreted to limit the liability of MMCC. All deductibles and SIR's are the responsibility of MMCC. MMCC shall procure and maintain the following insurance coverage:
 - A. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent MMCCs Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
 - B. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - C. Professional Liability Insurance in an amount not less than \$1,000,000.00 per occurrence and aggregate. If this policy is claims made form, then MMCC shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of three (3) years after the termination of this Agreement.
 - 13.1 Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds**: Client, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Livingston County as additional insured, coverage afforded is considered to be primary and any other insurance Livingston County may have in effect shall be considered secondary and/or excess.
 - 13.2 Cancellation Notice: All policies, as described above, shall include an endorsement stating that is it understood and agreed thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Livingston County, Fiscal Services, 304 E. Grand River Ave., Suite 204 Howell, MI 48843.
 - 13.3 Proof of Insurance Coverage: MMCC shall provide the Client, at the time that the Agreement copies are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. If any of the above coverage(s) expire during the term of this Agreement, MMCC shall deliver renewal certificates and endorsements to Livingston County Fiscal Services, 304 E. Grand River, Suite 204, Howell, MI 48843 at least ten (10) days prior to the expiration date.

The required Certificate of Liability Insurance and endorsements must be submitted to the Purchasing Office when this Agreement has been fully executed. The Insurance Certificate and endorsements may be faxed or emailed to: **517.546.7266 or purchasing@livgov.com**.

Client Initials _____
 MMCC Initials _____

14. MMCC has certified to the Client that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of EGI, are an “Iran Linked Business” engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that MMCC shall not become an “Iran linked business” during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO (2) TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

15. General Provisions

- 15.1 This Agreement shall be subject to and construed according to the laws of the State of Michigan, without regard to any Michigan choice of law rules that would apply the law of any other jurisdiction to the extent not inconsistent with or pre-empted by Federal law.

The Client and the MMCC agree any legal or equitable action involving or arising out of this Agreement shall be in Michigan courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

- 15.2 No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

In no event shall the making by the Client of any payment due to the MMCC constitute or be construed as a waiver by the Client of any breach of a provision of this Agreement, or any default which may then exist, on the part of the MMCC, and the making of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Client in respect to such breach or default.

- 15.3 Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto that is signed by the authorized representatives of both parties.

- 15.4 This Agreement shall not be subcontracted or any part thereof assigned without the express written approval of the Client. In no case, however, shall such approval relieve the MMCC from its obligations or change the terms of this Agreement. The MMCC shall not transfer or assign any Agreement funds or claims due or to become due without the advance written approval of the County. The unauthorized subcontracting or assignment of this Agreement, in whole or in part, or the unauthorized transfer or assignment of any Agreement funds, either in whole or in part, or any interest therein, which shall be due or are to become due the MMCC shall have no effect on the Client and shall be null and void.

- 15.5 This Agreement, the attached Exhibits (), and any additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

- 15.6 If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

[Signatures on Next Page]

Client Initials _____
MMCC Initials _____

Merchants & Medical Credit Corporation, Inc.

Signature on behalf of Client

By _____

Client Full Business or Corporate Name

Date: _____

Legal Entity (Corp., Partnership, Sole Proprietor)

38-6005819

Corporate ID #, Partners, Owner

Client Street Address

City, State, Zip Code

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: NOT APPROVED – PENDING BOC
APPROVAL

Client Initials _____

MMCC Initials _____

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the _____ day of _____, 2020, by and between Livingston County EMS, hereinafter referred to as “Covered Entity”, and Merchants & Medical Credit Corporation, Inc., hereinafter referred to as “Business Associate”, (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions.” Direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Security and Privacy Rule”); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the “Health Information Technology for Economic and Clinical Health” (“HITECH”) Act, provides modifications to the HIPAA Security and Privacy Rule (hereinafter, all references to the “HIPAA Security and Privacy Rule” are deemed to include all amendments to such rule contained in the HITECH Act and any accompanying regulations, and any other subsequently adopted amendments or regulations); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Security and Privacy Rule (the agreement evidencing such arrangement is entitled _____, dated _____, and is hereby referred to as the “Arrangement Agreement”), and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement:

THEREFORE, in consideration of the Parties’ continuing obligations under the Arrangement Agreement, compliance with the HIPAA Security and Privacy Rule, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Security and Privacy Rule and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and

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Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule, but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. “Protected Health Information” includes without limitation “Electronic Protected Health Information” as defined below.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Agreement.

II. CONFIDENTIALITY AND SECURITY REQUIREMENTS

(a) Business Associate agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organizations to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule, and (3) as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity. All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR §164.502(b) regarding the minimum necessary requirements;

(ii) at termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible;

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is Electronic Protected Health Information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;

(iv) Business Associate shall, following the discovery of a breach of unsecured PHI, as defined in the HITECH Act or accompanying regulations, notify the covered entity of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the covered entity's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate. Business Associate will provide such notification to Covered Entity without unreasonable delay and in no event later than seven (7) calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and

(v) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed to be "marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316, at such time as the requirements are applicable to Business Associate.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) If necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule.

(d) The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Security and Privacy Rule.

(e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity and Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

III. AVAILABLE OF PHI

Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Security and Privacy Rule to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the applicable individual. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule and Section 13405(c)(3) of the HITECH Act. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.

IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this

Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Security and Privacy Rule, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Michigan. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Security and Privacy Rule, including any then-current requirements of the HITECH Act or its regulations, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Security and Privacy Rule, including the HITECH Act, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Title: _____

Title: _____

David Feldpausch
Director



Amy Chapman
Deputy Director

1911 Tooley Rd * Howell, MI 48855
Business (517) 546-6220 * Fax (517) 546-6788 * Emergency 911
www.livgov.com

Memorandum

To: Livingston County Board of Commissioners
Fr: David Feldpausch, EMS Director
Date: 09/28/2020
Re: Resolution Authorizing the Agreement with Merchants & Medical for Collection Service

One of the things that I have been analyzing is the process of collection on accounts. We have made some changes to our internal processes to give patients every opportunity to resolve outstanding invoices prior to the collection process beginning. Also ensuring that they received adequate notice, when possible, before accounts are sent to collections.

The current collection process has numerous fees and associated costs that are charged regardless of whether or not they actually collect. After meeting with and reviewing the process with several collection services, Merchants & Medical stood out for several reasons.

First, they do not charge anything unless they make a recovery on an account.

Second, if they do collect, the recovery fees are less than or equal to any of the services I have investigated.

Third, they do not take any action with a credit bureau if funds are recovered. Only if they are not able to make a recovery do they take action against a client's credit.

Fourth, they come highly recommended by several other large EMS agencies that have used them for years. They understand and specialize in EMS billing and collections.

Lastly, they have worked with us to develop a remittance process that will allow for payments to be processed inside our billing software. This will eliminate several hours of work each month processing payments manually to each individual account.

At this time, I do not wish to end the agreement with the existing collection service because we have many accounts already listed with them that we have already paid fees on. I would much prefer to let them continue to work those accounts and move all of our new listings to Merchants & Medical.

If you have any questions or concerns, please do not hesitate to reach out to me any time. 517/294-1853 or dfeldpausch@livgov.com.

RESOLUTION

NO: 2020-10-239

LIVINGSTON COUNTY

DATE: October 14, 2020

Resolution Authorizing the Acceptance of the Remounting and Refurbishing Bid for the Emergency Medical Care Vehicle - Emergency Medical Services Department

WHEREAS, the EMS department has an ongoing need to replace two or three vehicles annually to maintain a functional fleet of emergency medical care transport vehicles; and

WHEREAS, the EMS department followed the established Livingston County procedure with CoPro to develop specifications, and RFP, which was followed by a bid process; and

WHEREAS, the process resulted in a recommendation to accept the bid from Emergency Vehicles Plus which meets or exceeds the specifications of the EMS department; and

WHEREAS, the Emergency Medical Services department has sufficient funding in the 2020 budget to pay a 20% deposit (\$31,219.40) and has requested sufficient funding in the 2021 budget to pay the balance (\$124,877.60).

WHEREAS, the process to remount an ambulance from date of order takes 90 - 120 days. The approval of the bid now would allow for placement of the order and payment of the down payment in the 2020 budget with delivery and final payment in the 2021 budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby accepts the bid from Emergency Vehicles Plus for the remount and refurbishing of Emergency Medical Care Vehicles for \$156,097 with the down payment for one remount in Fiscal year 2020 and balance to be paid in Fiscal year 2021 upon acceptance of the final product.

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

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

#

**MOVED:
SECONDED:
CARRIED:**

David Feldpausch
Director



Amy Chapman
Deputy Director

1911 Tooley Rd * Howell, MI 48855
Business (517) 546-6220 * Fax (517) 546-6788 * Emergency 911
www.livgov.com

Memorandum

To: Livingston County Board of Commissioners
Fr: David Feldpausch, EMS Director
Date: 09/25/2020
Re: Resolution Authorizing Acceptance of the Emergency Medical Care Vehicle Remount bid

In order to maintain an efficient, functional fleet of transport vehicles the department will have to replace 2 or 3 of them annually. We have not been proactive in managing that for several years and are currently behind where we should be replacing vehicles. The result is increasing maintenance cost and more critical failures that are simply unacceptable. This will be a major portion of our comprehensive capital improvement plan once completed so that we can plan and budget for these expenses moving forward.

A significant portion of that plan will be to remount qualifying existing ambulance boxes on to new chassis and refurbish many of the existing components within the box. This process provides a product comparable to a new ambulance at around a 30% lower cost. Not all ambulance boxes can be remounted and a box will not be remounted if its life expectancy exceeds the manufactures structural warranty. This is a process I have successfully used for many years.

I knew from previous experience that the quality of the remount process varies greatly and the only way to control that is to develop a very specific set of specification to ensure the quality and end product meet our needs. I again assigned this project to Administrative Supervisor Tod Horner. This process included visits to production facilities to see the process first hand. Then Supervisor Horner developed a set of specification to achieve a like new product.

This set of specifications was forwarded on to CoPro to begin the RFP development. Once the RFP was approved the bid process was managed by CoPro to ensure a consistent equitable process was followed. The bids received were then evaluated and individually scored against the criteria provided by CoPro. The scores were returned to CoPro and a bid summary was completed. The bid summary was then forwarded to the county finance department for review and approval.

Based on this process I am recommending that we accept the bid from Emergency Vehicles Plus for the Remount and Refurbishing - Emergency Medical Care Vehicle for \$159,097 Per CoPro standard policy this is a one-year contract with four (4) one-year renewal options.

If you have any questions or concerns, please do not hesitate to reach out to me any time. 517/294-1853 or dfeldpausch@livgov.com.

Serving the Citizens of Livingston County



**Bid Recap
For
Ambulance Remount and Refurbishing – Emergency Medical Care Vehicle**

**Lead Public Agency: Livingston County
Solicitation: RFP-LC-20-12**

**RFP Issued & Publicly Posted: 8/21/20
Public Posting: Livingston County Fiscal
Services Website and BidNet**

RFP Proposals Due Date: 9/11/20

Proposals Received: 2

Livingston County received two (2) proposals in response to the Request for Proposal (RFP) referenced above. Below is a recap of the bid evaluation.

Two (2) companies provided a response within the timeframe outlined in the RFP.

- Emergency Vehicles Plus
- Kodiak Emergency Vehicles

The evaluation consisted of a review of the responses to the Request for Proposal Scope of Work and Attachment A – Remount Specifications. A review of the minimum requirements revealed that one of the bidders met the minimum mandatory requirements (Section 1.2), and that bidder confirmed its understanding of the Scope of Work (Sections 1.3 through 1.8) and Attachment A – Remount Specifications. The bidder was determined to be responsive and responsible after a review of the answers to the Scope of Work sections and the information provided on the requisite forms.

The Evaluation Review Committee (ERC) consisted of three (3) members. The ERC evaluated the proposals submitted by each vendor using the following scoring criteria:

- Proposal Responses (up to 50 points)
- Company Profile (up to 25 points)
- References (up to 25 points)

Based on this scoring criteria, the points awarded to each vendor were averaged with the following results:

	Vendors	
	Emergency Vehicles Plus	Kodiak Emergency Vehicles
Proposal Responses	40	25
Company Profile	25	15
References	20	15
Total	85	55



Based on the evaluation of the technical and pricing proposals, the ERC is recommending that Emergency Vehicles Plus be offered the contract to provide a new Emergency Medical Care Vehicle for \$156,097. Emergency Vehicles Plus will also be awarded a Co Pro+ cooperative contract for a one-year, with four (4) one-year renewal options for a total contract period not to exceed five years.

RESOLUTION

NO: 2020-10-240

LIVINGSTON COUNTY

DATE: October 13, 2020

Resolution Authorizing the Acceptance of the Bid for Emergency Medical Care Vehicle – Emergency Medical Services Department

WHEREAS, the EMS department has an ongoing need to replace two or three vehicles annually to maintain a functional fleet of emergency medical care transport vehicles; and

WHEREAS, the EMS department followed the established Livingston County procedure with CoPro to develop specifications, and an RFP, followed by a bid process; and

WHEREAS, the process resulted in a recommendation to accept the bid from Emergency Vehicles Plus which meets or exceeds the specifications of the EMS department; and

WHEREAS, the Emergency Medical Services department has sufficient funding in the 2020 budget to pay a 20% deposit (\$40,468.74) and has requested sufficient funding in the 2021 budget to pay the balance (\$161,874.98).

WHEREAS, the process to purchase a new ambulance from date of order takes 120 – 180 days. The approval of the bid now would allow for placement of the order and payment of the down payment in the 2020 budget with delivery and final payment in the 2021 budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby accepts the bid from Emergency Vehicles Plus for the Emergency Medical Care Vehicles for \$202,343.72 with the down payment for one new vehicle in Fiscal year 2020 and balance to be paid in Fiscal year 2021 upon acceptance of the final product.

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

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

#

**MOVED:
SECONDED:
CARRIED:**



**Bid Recap
For
Emergency Medical Care Vehicle**

**Lead Public Agency: Livingston County
Solicitation: RFP-LC-20-19**

**RFP Issued & Publicly Posted: 8/14/20
Public Posting: Livingston County Fiscal
Services Website and BidNet**

RFP Proposals Due Date: 9/4/20

Proposals Received: 6

Livingston County received six (6) proposals in response to the Request for Proposal (RFP) referenced above. Below is a recap of the bid evaluation.

Three (3) companies provided a response within the timeframe outlined in the RFP.

- Emergency Vehicles Plus
- Kodiak Emergency Vehicles
- Medix Specialty Vehicles

The evaluation consisted of a review of the responses to the Request for Proposal Scope of Work and Attachment A – EMS Specifications. A review of the minimum requirements revealed that one of the bidders met the minimum mandatory requirements (Section 1.2), and that bidder confirmed its understanding of the Scope of Work (Sections 1.3 through 1.8) and Attachment A – EMS Specifications. The bidder was determined to be responsive and responsible after a review of the answers to the Scope of Work sections and the information provided on the requisite forms.

The Evaluation Review Committee (ERC) consisted of three (3) members. The ERC evaluated the proposals submitted by each vendor using the following scoring criteria:

- Proposal Responses (up to 50 points)
- Company Profile (up to 25 points)
- References (up to 25 points)

Based on this scoring criteria, the points awarded to each vendor were averaged with the following results:



	Vendors					
	Emergency Vehicles Plus	Kodiak Emergency Vehicles			Medix Specialty Vehicles	
		Braun	Crestline	Demers	GEN-T Medix	Medix
Proposal Responses	41	10.7	10.7	10.7	24.3	0
Company Profile	25	15	15	15	15	15
References	25	25	25	25	15	0
Total	91	50.7	50.7	50.7	54.3	15

Based on the evaluation of the technical and pricing proposals, the ERC is recommending that Emergency Vehicles Plus be offered the contract to provide a new Emergency Medical Care Vehicle for \$202,343.72. Emergency Vehicles Plus will also be awarded a Co Pro+ cooperative contract for a one-year, with four (4) one-year renewal options for a total contract period not to exceed five years.

David Feldpausch
Director



Amy Chapman
Deputy Director

1911 Tooley Rd * Howell, MI 48855
Business (517) 546-6220 * Fax (517) 546-6788 * Emergency 911
www.livgov.com

Memorandum

To: Livingston County Board of Commissioners
Fr: David Feldpausch, EMS Director
Date: 09/25/2020
Re: Resolution Authorizing Acceptance of the Emergency Medical Care Vehicle bid

In order to maintain an efficient, functional fleet of transport vehicles the department will have to replace 2 or 3 of them annually. We have not been proactive in managing that for several years and are currently behind where we should be replacing vehicles. The result is increasing maintenance cost and more critical failures that are simply unacceptable. This will be a major portion of our comprehensive capital improvement plan once completed so that we can plan and budget for these expenses moving forward.

As we looked at the ambulance replacement process that LCEMS has used for years we found that we had not taken ambulance replacement out for bid and had purchased them under an existing contract for a number of years. I knew from previous experience that the process of specification development was time consuming and I really wanted employee input on the process so I assigned it to Administrative Supervisor Tod Horner.

Back in February we began an extensive process that began with a committee of employees seeking input to look at all of the features and available options from a number of manufactures. This process included visits to production facilities to see the process first hand. Then, with committee input, Supervisor Horner developed a set of specification which include a number of safety and performance enhancements. Most notably the ability to be restrained in the forward facing position while in the back of the ambulance transporting patients.

This set of specifications was again reviewed by the employee committee and then forwarded on to CoPro to begin the RFP development. Once the RFP was approved the bid process was managed by CoPro to ensure a consistent equitable process was followed. The bids received were then evaluated and individually scored against the criteria provided by CoPro. The scores were returned to CoPro and a bid summary was completed. The bid summary was then forwarded to the county finance department for review and approval.

Based on this process I am recommending that we accept the bid from Emergency Vehicles Plus for the Emergency Medical Care Vehicle for \$202,343.72. Per CoPro standard policy this is a one-year contract with four (4) one-year renewal options.

If you have any questions or concerns, please do not hesitate to reach out to me any time. 517/294-1853 or dfeldpausch@livgov.com.

RESOLUTION

NO: 2020-10-241

LIVINGSTON COUNTY

DATE: October 13, 2020

Resolution Requesting the Intergovernmental Agreement with the Local Units and the Designated Assessor - Equalization

WHEREAS, PA 660 requires the County Board of Commissioners, the majority of the Local Units and the Designated Assessor to agree to the terms of an agreement; and

WHEREAS, the process will ensure fair and equitable assessing throughout the county.

THEREFORE BE IT RESOLVED THAT THE Livingston County Board of Commissioners hereby authorize the Intergovernmental Agreement to be used to adhere to PA 660.

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

#

**MOVED:
SECONDED:
CARRIED:**



Memorandum

To: Livingston County Board of Commissioners
From: Sue Bostwick
Date: 10/06/2020
Re: Intergovernmental Agreement

I have attached the resolution for the Intergovernmental Agreement prepared by Corporate Counsel which I will ask the County Board of Commissioners, Local Units and the Designated Assessor to agree to and submitted to the State Tax Commission for approval.

This agreement is to comply with PA 660, which will insure good, fair assessing practices throughout Livingston County. It is to help the Local Units with someone to fall back on if they should become substantially noncompliant with the requirements from the State. This process (AMAR) will happen once every five years, with different aspects of assessing being reviewed. After the review the unit will be contacted by the State Tax Commission of any discrepancies. At that time the local unit will have to submit a corrective action plan. At the follow-up review, the following year, should they not be compliant with their action plan, they will become substantially noncompliant. If this happens the local unit must replace the assessor with a new MAAO (3) or a MMAO (4) designation or they can contract with the designated assessor listed on the intergovernmental agreement.

Should you have any question please let me know.

**LIVINGSTON COUNTY INTERLOCAL AGREEMENT
FOR COUNTY DESIGNATED ASSESSOR**

This Interlocal Agreement, by and between the COUNTY OF LIVINGSTON, a political subdivision of the State of Michigan (hereinafter referred to as the “County”), and BRIGHTON TOWNSHIP, CONWAY TOWNSHIP, COHOCTAH TOWNSHIP, DEERFIELD TOWNSHIP, GENOA TOWNSHIP, GREEN OAK TOWNSHIP, HAMBURG TOWNSHIP, HANDY TOWNSHIP, HARTLAND TOWNSHIP, HOWELL TOWNSHIP, IOSCO TOWNSHIP, MARION TOWNSHIP, OCEOLA TOWNSHIP, PUTNAM TOWNSHIP, TYRONE TOWNSHIP, UNADILLA TOWNSHIP, CITY OF BRIGHTON, CITY OF HOWELL, each a political subdivision of the State of Michigan (each hereinafter referred to as an “Assessing District,” and collectively referred to as the “Assessing Districts”), is entered into pursuant to the Urban Cooperation Act of 1967, Public Act 7 of 1967 (Ex. Sess.), as amended, MCL 124.501 *et seq.*, and the General Property Tax Act, Public Act 206 of 1893, as amended by Public Act 660 of 2018, MCL 211.10g, for the purpose of designating an individual to serve as the County’s Designated Assessor.

WHEREAS, pursuant to MCL 211.10g(4), every County shall have a Designated Assessor on file with the State Tax Commission as of December 31, 2020; and

WHEREAS, the County Designated Assessor is designated by an Interlocal Agreement executed between the County Board of Commissioners and a majority of the Assessing Districts in the County; and

WHEREAS, the individual designated as the County’s Designated Assessor must be approved by the State Tax Commission.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Designation of County Designated Assessor. The County and a majority of the Assessing Districts in the County designate _____, who is an individual qualified and certified by the State Tax Commission as an Advanced Assessing Officer or Master Assessing Officer, to be the County Designated Assessor for Livingston County. The appointment of an individual as Designated Assessor does not create an employment or paid contractual relationship with the County. The Designated Assessor shall have no responsibilities as Designated Assessor during the period in which he or she is not acting as an assessor of record for an Assessing District within the County, other than to remain certified and in good standing.

2. Duties of County Designated Assessor. The County Designated Assessor shall contract with one or more Assessing Districts as necessary to serve as the Assessing District’s Assessor of record, upon request of the Assessing District or as may be required by the State Tax Commission, as a consequence of the Assessing District receiving a notice of noncompliance from the State Tax Commission after an audit, under the terms and conditions set forth in MCL 211.10g.

The County Designated Assessor shall be capable of ensuring that the contracting

Assessing Districts achieve and maintain substantial compliance with the requirements in MCL 211.10g(1). The Assessing District shall provide the Designated Assessor with reasonable access to records, documents, and information. The Assessing District shall advise the Designated Assessor of any applicable policies and procedures, including technology, equipment, and facilities.

The County Designated Assessor may charge an Assessing District that is required to contract with the County Designated Assessor a reasonable rate of compensation (e.g., periodic payment on a per parcel basis) and reimbursement of costs. The Assessing District shall pay reasonable compensation to the Designated Assessor, and be responsible to pay the reasonable costs incurred by the County Designated Assessor in serving as the Assessing District's Assessor of record, including, but not limited to, the cost of overseeing and administering the annual assessment, preparing and defending the assessment roll, costs incurred in appeals to the Michigan Tax Tribunal (i.e., appraisal costs, expert witness fees and attorney fees), and operating the assessing office (including employment of additional staff necessary to bring the Assessing District into compliance).

The services to be provided by the Designated Assessor to the contracting Assessing District include: preparation of assessment rolls, establishing a plan to correct deficiencies found in the State Tax Commission audit, timely delivery of documents and execution of forms, attendance at Board of Review meetings, handling property tax appeals filed with the Michigan Tax Tribunal (either directly or through legal counsel), timely reporting and meetings with local officials of the Assessing District, and responsibility for overseeing assessing staff members of the Assessing District.

The County Designated Assessor is a local assessing unit for purposes of the provisions in MCL 211.44 concerning the division and use of any collected property tax administration fees.

3. Term of Designation. If approved by the State Tax Commission, the County Designated Assessor shall serve for a minimum of five (5) years from the date of the approved designation. The designation shall not be revoked, and no new designation shall be made earlier than five (5) years following the date of the approved designation, except as otherwise provided in Sec. 4.

Once an Assessing District is under contract with the Designated Assessor, the Designated Assessor will remain in place for a minimum of five years. However, the Assessing District may petition the State Tax Commission to end the contract after the Designated Assessor has been in place for a minimum of three years.

4. Revocation of Designation by State Tax Commission. The State Tax Commission may designate and approve, on an interim basis and pursuant to a formal agreement, an individual to serve as a County Designated Assessor and, if applicable, revoke the approved designation of a current County Designated Assessor under the following circumstances:

- (i) if the County Designated Assessor dies or becomes incapacitated;

(ii) if the County Designated Assessor was designated and approved based on his or her employment status, and that status materially changes; or

(iii) if it determines at any time that the County Designated Assessor is not capable of ensuring that contracting Assessing Districts achieve and maintain substantial compliance with the requirements in MCL 211.10g(1).

The State Tax Commission's designation of an interim County Designated Assessor under this Section is effective only until a new County Designated Assessor has been designated in a new Interlocal Agreement under MCL 211.10g(4)(a), and approved by the State Tax Commission.

5. Petition to State Tax Commission. Upon the execution and filing of this Interlocal Agreement, the County shall petition the State Tax Commission to approve the individual named in Section 1 of this Interlocal Agreement to serve as the County Designated Assessor. The individual shall serve as the County Designated Assessor upon approval of the State Tax Commission. If the State Tax Commission rejects the County's petition, then the parties agree to enter into additional Interlocal Agreements under MCL 211.10g(4)(a) until a suitable Assessor has been presented.

6. Nondiscrimination. The Parties shall adhere to all Federal, State, and local laws, ordinances and regulations prohibiting discrimination in the performance of this Interlocal Agreement. The Parties shall not discriminate against a person to be served or an employee or applicant for employment because of race, color, religion, national origin, age, sex, disability that is unrelated to an individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Interlocal Agreement.

7. Effective Date. This Interlocal Agreement shall become effective when executed by the County and a majority of the Assessing Districts in the County, and an executed copy is filed with the Livingston County Clerk and the Michigan Secretary of State.

8. Certification. The persons signing this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the Parties, and that this Agreement has been authorized by the Parties.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have fully

executed this instrument.

COUNTY OF LIVINGSTON

Carol Griffith, Chairperson
County Board of Commissioners

Date

BRIGHTON TOWNSHIP

Supervisor
CONWAY TOWNSHIP

Date

Supervisor

Date

COHOCTAH TOWNSHIP

Supervisor

Date

DEERFIELD TOWNSHIP

Supervisor

Date

GENOA TOWNSHIP

Supervisor

Date

GREEN OAK TOWNSHIP

Supervisor

Date

HAMBURG TOWNSHIP

Supervisor

Date

HANDY TOWNSHIP

Supervisor Date

HARTLAND TOWNSHIP

Supervisor Date

HOWELL TOWNSHIP

Supervisor Date

IOSCO TOWNSHIP

Supervisor Date

MARION TOWNSHIP

Supervisor Date

OCEOLA TOWNSHIP

Supervisor Date

PUTNAM TOWNSHIP

Supervisor Date

TYRONE TOWNSHIP

Supervisor Date

UNADILLA TOWNSHIP

Supervisor Date

CITY OF BRIGHTON

Date

CITY OF HOWELL

_____ Date

DESIGNATED COUNTY ASSESSOR

_____ Date

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

N:\Client\Livingston\EQUAL\Agreements\Designated Assessor\Interlocal Agreement 2020.docx

RESOLUTION

NO: 2020-10-242

LIVINGSTON COUNTY

DATE: October 13, 2020

Resolution for the Annual 2020 Apportionment Report - Equalization

WHEREAS, State Law requires that the annual Apportionment Report be approved by the Board of Commissioners on or before October 31st of each year; and

WHEREAS, the L-4029's have been prepared and properly calculated in accordance to the Headlee Amendment of 1978; and

WHEREAS, the allowed operating millage of any one taxing jurisdiction does not exceed the maximum total allowed under the General Property Tax Act; and

WHEREAS, this is further supported by the 591 Clerk's Report; and

WHEREAS, pursuant to Section 262 of the Michigan Drain Code, Act 40 of the Public Acts of 1956, as amended, also included is the summary of the Drain Commissioner's special assessments for 2018 to be levied on the winter taxes.

THEREFORE BE IT RESOLVED THAT THE Livingston County Board of Commissioners hereby approve the 2020 Apportionment Report.

#

**MOVED:
SECONDED:
CARRIED:**



Memorandum

To: Livingston County Board of Commissioners
From: Sue Bostwick
Date: 10/02/2020
Re: 2020 Apportionment Report

I have attached the resolution for the 2020 Apportionment Report which the Board of Commissioners must approve by October 31st of each year and delivered to the State Tax Commission before November 30.

The report consists of the millages for every taxing authority within Livingston County. The taxing jurisdictions consist of cities, townships, schools (along with transfer districts), intermediate school districts, colleges, library, fire authorities, HCMA and the county's millages. All operating millages are subject to the Headlee Rollback, which have been properly calculated.

The General Property Tax Act will only allow up to 50 total mills of operating millage to be levied in any one taxing jurisdiction. There are exceptions to this, such as Charter City or Charter Township and Village operating millages. In reviewing the Summary Apportionment Report all fall within the range.

While the information to determine the Apportionment Report comes from the L-4029 (The Millage Request Form) the special assessments levies for each municipality are from page 2 from the 591 Clerk's Report.

In addition to the apportionment report, a summary of the Drain Commissioner's special assessments is included as stipulated under section 262 of the Michigan Drain Code, __ Act 40, P.A. 1956.

All corresponding information is available in the Equalization Department for your review. Should you have any question regarding this matter, please contact me.

County Name	County Allocated Rate	Total County Extra Voted / General Law Operating Rate	Total County Debt Rate	Enter County and Local Unit information in columns B through E Enter Community College and Authority information in columns G through I Enter ISD and Local K12 School information in columns K through P Enter information in the yellow high yellow highlighted											
LIVINGSTON	3.2765	0.2897													
Local Unit Name Townships Cities Villages Listed Alphabetically	Total Allocated / Charter Rate	Total Other Extra Voted / General Law Operating Rate	Total Debt Rate	Community College Name	Total Operating Rate	Total Debt Rate	Intermediate School District Name (ISD)	ISD Allocated Rate	ISD Total Vocational / Spec Ed Rate	ISD Total Debt Rate	Official Use Only Voc Ed				
BRIGHTON TWP.	0.8832			LANSING CC	3.7777		GENESEE	0.1617	3.5840						
COHOCTAH TWP.	0.7520	1.4452		MOTT CC	1.9705	0.7900	INGHAM	0.1998	6.0386						
CONWAY TWP.	0.8420	1.9175		OAKLAND CC	1.5184		LIVINGSTON	0.0645	3.2042						
DEERFIELD TWP.	0.8876	1.0000					OAKLAND	0.1980	2.8440						
GENOA TWP.	0.7939						SHIAWASSEE	0.2425	4.1968						
GREEN OAK TWP.	0.8157	5.6049	0.0000				WASHTENAW	0.0947	2.7770						
HAMBURG TWP.	0.8143	5.9189													
HANDY TWP.	0.8580	0.0000													
HARTLAND TWP.	0.7699	3.2538													
HOWELL TWP.	0.8601	0.9160													
IOSCO TWP.	0.7933	1.3623													
MARION TWP.	0.7686														
OCEOLA TWP.	0.6633	0.9496													
PUTNAM TWP.	0.8673	2.1204													
TYRONE TWP.	0.8736														
UNADILLA TWP.	0.6506	4.8575													
BRIGHTON CITY	15.0093	2.9335		Authority Name (DDA, Dist. Library, Transit, Rec Auth., Fire Auth., etc.) ADD IF NEW	Total Authority Operating Rate	Total Authority Debt Rate	Local K12 School District Name	Total Hold Harmless / Supplemental Oper Rate	Total Whole Non Homestead Oper Rate	Total Debt / Sinking Fund / Bldg Site Rate	Total Recreatio nal Rate				
FENTON CITY				HC METRO AUTH COUNTYWIDE	0.2104		BRIGHTON	0.0000	17.9627	7.1900					
HOWELL CITY	15.2724	1.0490		FIRE AUTH - BRIGHTON	2.3528		BYRON		18.0000	2.9305					
FOWLerville VLG	8.4223	6.7070		FIRE AUTH - FOWLerville	2.0000		DEXTER		18.0000	8.5000					
PINCKNEY VLG	8.2792	4.0000		FIRE AUTH - HOWELL AREA	1.4435		FENTON		18.0000	6.3870					
				DIST. LIBRARY BRIGHTON	0.8621		FOWLerville		18.0000	9.5500					
				DIST. LIBRARY CROAMINE	1.4712		HARTLAND		17.9784	8.5399					
				DIST. LIBRARY DEXTER	1.0961	0.4100	HOWELL		18.0000	6.1000					
				DIST. LIBRARY FOWLerville	1.3625		HURON VALLEY		17.4497	7.9048					
				DIST. LIBRARY HOWELL	1.0493		LINDEN		18.0000	4.4363					
				DIST. LIBRARY PINCKNEY	2.0055		MORRICE	0.0000	16.3513	7.0000					
				VETERANS RELIEF COUNTYWIDE	0.1127		PINCKNEY		18.0000	7.5500					
				ROADS - HANDY TWP	0.9760		SOUTH LYON	0.0000	18.0000	7.1000					
							STOCKBRIDGE		18.0000	3.9000					
							WEBBERVILLE		18.0000	8.4298					
							WHITMORE LAKE		18.0000	9.3619	0.9867				
							47015 TR-HOW/BRI '93		17.9627	0.0000					
							47020 TR-HOW/BRI '96		17.9627	3.1749					
							47026 TR-HO/BRI '13		17.9627	5.8724					
							47037 TR-HOWELL/FOW '97		18.0000	3.5125					
							47041 TR-HOW/FOW '02		18.0000	6.2888					
							47064 TR-HOW/HART '94		17.9784	8.5500					
							47068 TR-HOW/HART '97		17.9784	9.5625					
							47069 TR-HOW/HART '00		17.9784	11.0740					
							47074 TR-PINCK/HOW '93		18.0000	6.4000					
							47076 TR-HOW/HART '00		18.0000	6.2609					
							47082 TR-HOW/PINCK '92		17.9280	7.5500					
							78025 TR-HOW/BYRON '96		18.0000	2.9305					

1. It must be a MILLAGE based levy. No front foot, flat fee, or \$X.XX spread over X years.
2. It must be levied on REAL PROPERTY ONLY (land and premises). Special assessment millage is NOT levied on personal property.
3. It must be levied throughout the ENTIRE township, city or village in a single district. If levied in a township, it can exclude the village(s) if levied for police, fire or advanced life support (Public Act 28 of 2003).

Please enter all qualifying special assessments below.

Leave cells blank if no qualifying special assessments are levied for the LU listed.

LOCAL MUNICIPALITY (TWP/CITY/VLG)	Enter ALL Purpose(s) of Qualifying Special Assessment Millage Rates for the LU Listed	Enter Total of All Qualifying Special Assessment Rates Levied UNITWIDE	Enter Total of All Qualifying Special Assessment Rates Levied TWPWIDE - Excluding the Village(s)
BRIGHTON TWP.			
COHOCTAH TWP.			
CONWAY TWP.			
DEERFIELD TWP.			
GENOA TWP.			
GREEN OAK TWP.			
HAMBURG TWP.			
HANDY TWP.			
HARTLAND TWP.			
HOWELL TWP.			
IOSCO TWP.			
MARION TWP.			
OCEOLA TWP.			
PUTNAM TWP.			
TYRONE TWP.			
UNADILLA TWP.			
BRIGHTON CITY			
FENTON CITY			
HOWELL CITY			
FOWLerville VLG			
PINCKNEY VLG			

Total Property Tax Rates

The total rates listed here were generated from rates entered on the TAX RATE SUMMARY SHEET

If you need to make a correction, update the TAX RATE SUMMARY SHEET and rerun the auto-function

PLEASE CHECK THE PRE TOTAL RATES LISTED IN COLUMN B FOR ACCURACY AGAINST YOUR REPORTS

If the auto function is calculating an incorrect total, please notify Darcy immediately

The rates listed in column B will be used for Income Tax Property Tax Credit for your residents - it is important they are correct

You will no longer receive a separate request from the Office of Revenue and Tax Analysis for total tax rates

Total Property Tax Rate Calculated for Parcels with a Principal Residence Exemption (PRE)	Township/City Name	Twp/City	Village	School District	SD Code	PRE Rate w/ Spec Assmnt	NH Rate w/ Spec Assmnt
24.4461	BRIGHTON	TWP.		BRIGHTON AREA SCHOOLS	47010	24.4461	42.4088
27.8451	BRIGHTON	TWP.		HARTLAND CONSOLIDATED SCHS	47060	27.8451	45.8235
23.5433	BRIGHTON	TWP.		HOWELL PUBLIC SCHOOLS	47070	23.5433	41.5433
26.4526	BRIGHTON	TWP.		HURON VALLEY SCHOOLS	63220	26.4526	43.9023
27.7112	COHOCTAH	TWP.		FOWLerville COMMUNITY SCHS	47030	27.7112	45.7112
23.9480	COHOCTAH	TWP.		HOWELL PUBLIC SCHOOLS	47070	23.9480	41.9480
20.8998	COHOCTAH	TWP.		BYRON AREA SCHOOLS	78020	20.8998	38.8998
33.0947	CONWAY	TWP.		WEBBERVILLE COMMUNITY SCHS	33220	33.0947	51.0947
28.8300	CONWAY	TWP.		FOWLerville COMMUNITY SCHS	47030	28.8300	46.8300
22.0186	CONWAY	TWP.		BYRON AREA SCHOOLS	78020	22.0186	40.0186
26.0881	CONWAY	TWP.		MORRICE AREA SCHOOLS	78060	26.0881	42.4394
22.7194	DEERFIELD	TWP.		LINDEN COMM SCHOOL DISTRICT	25250	22.7194	40.7194
26.4967	DEERFIELD	TWP.		HARTLAND CONSOLIDATED SCHS	47060	26.4967	44.4751
22.1949	DEERFIELD	TWP.		HOWELL PUBLIC SCHOOLS	47070	22.1949	40.1949
19.1467	DEERFIELD	TWP.		BYRON AREA SCHOOLS	78020	19.1467	37.1467
24.3568	GENOA	TWP.		BRIGHTON AREA SCHOOLS	47010	24.3568	42.3195
27.7558	GENOA	TWP.		HARTLAND CONSOLIDATED SCHS	47060	27.7558	45.7342
23.4540	GENOA	TWP.		HOWELL PUBLIC SCHOOLS	47070	23.4540	41.4540
24.7168	GENOA	TWP.		PINCKNEY COMMUNITY SCHOOLS	47080	24.7168	42.7168
27.6307	GREEN OAK	TWP.		BRIGHTON AREA SCHOOLS	47010	27.6307	45.5934
28.8324	GREEN OAK	TWP.		SOUTH LYON COMMUNITY SCHOOLS	63240	28.8324	46.8324
30.3923	GREEN OAK	TWP.		WHITMORE LAKE PUB SCH DIST	81140	30.3923	48.3923
27.0812	HAMBURG	TWP.		BRIGHTON AREA SCHOOLS	47010	27.0812	45.0439
27.4412	HAMBURG	TWP.		PINCKNEY COMMUNITY SCHOOLS	47080	27.4412	45.4412
29.5003	HAMBURG	TWP.		DEXTER COMMUNITY SCHOOL DIST	81050	29.5003	47.5003
32.1692	HANDY	TWP.		WEBBERVILLE COMMUNITY SCHS	33220	32.1692	50.1692
27.9045	HANDY	TWP.		FOWLerville COMMUNITY SCHS	47030	27.9045	45.9045
42.0578	HANDY	TWP.	FOWLerville	FOWLerville COMMUNITY SCHS	47030	42.0578	60.0578
24.1413	HANDY	TWP.		HOWELL PUBLIC SCHOOLS	47070	24.1413	42.1413
28.6328	HARTLAND	TWP.		HARTLAND CONSOLIDATED SCHS	47060	28.6328	46.6112
27.2901	HOWELL	TWP.		FOWLerville COMMUNITY SCHS	47030	27.2901	45.2901
23.5269	HOWELL	TWP.		HOWELL PUBLIC SCHOOLS	47070	23.5269	41.5269
27.9608	IOSCO	TWP.		STOCKBRIDGE COMM SCHOOLS	33200	27.9608	45.9608
28.2259	IOSCO	TWP.		FOWLerville COMMUNITY SCHS	47030	28.2259	46.2259
24.4627	IOSCO	TWP.		HOWELL PUBLIC SCHOOLS	47070	24.4627	42.4627
22.5194	MARION	TWP.		HOWELL PUBLIC SCHOOLS	47070	22.5194	40.5194
22.9201	MARION	TWP.		PINCKNEY COMMUNITY SCHOOLS	47080	22.9201	40.9201
27.6655	OCEOLA	TWP.		HARTLAND CONSOLIDATED SCHS	47060	27.6655	45.6439
23.3637	OCEOLA	TWP.		HOWELL PUBLIC SCHOOLS	47070	23.3637	41.3637
24.2512	PUTNAM	TWP.		HOWELL PUBLIC SCHOOLS	47070	24.2512	42.2512
25.7012	PUTNAM	TWP.		PINCKNEY COMMUNITY SCHOOLS	47080	25.7012	43.7012
37.9804	PUTNAM	TWP.	PINCKNEY	PINCKNEY COMMUNITY SCHOOLS	47080	37.9804	55.9804
23.6561	TYRONE	TWP.		FENTON AREA PUBLIC SCHOOLS	25100	23.6561	41.6561
21.7054	TYRONE	TWP.		LINDEN COMM SCHOOL DISTRICT	25250	21.7054	39.7054
25.4827	TYRONE	TWP.		HARTLAND CONSOLIDATED SCHS	47060	25.4827	43.4611
29.3135	UNADILLA	TWP.		STOCKBRIDGE COMM SCHOOLS	33200	29.3135	47.3135
29.5786	UNADILLA	TWP.		FOWLerville COMMUNITY SCHS	47030	29.5786	47.5786
26.2161	UNADILLA	TWP.		PINCKNEY COMMUNITY SCHOOLS	47080	26.2161	44.2161
41.5057	BRIGHTON	CITY		BRIGHTON AREA SCHOOLS	47010	41.5057	59.4684
38.0722	HOWELL	CITY		HOWELL PUBLIC SCHOOLS	47070	38.0722	56.0722

Certification Statement

I hereby certify that this Statement Showing Mills Apportioned by the County Board of Commissioners and submitted to the State Tax Commission is a true Statement of all ad valorem millages apportioned by the County Board of Commissioners of the

County of Livingston for the year 2020

Signature of the County Equalization Director

NORTARIZATION

Notary Public

County, Michigan

County of _____ } ss

Subscribed befor me this _____

Day of _____ *year* _____

My commission expires, _____

**Statement Showing Mills Apportioned by the County Board of Commissioners
of the County of LIVINGSTON for the Year 2020**

(A) County Name	(B) Taxable Value*	(C) County Allocated Rate / SET	(D) Est. County Allocated / SET Tax Dollars	(E) Total County Extra Voted Operating Rate	(F) Est. County EV Oper. Tax Dollars	(G) Total County Debt Rate	(H) Est. County Debt Tax Dollars	(I) Total Est. County Tax Dollars	(BB) Taxable Value of RenZone	
47	\$9,806,507,325	LIVINGSTON	#VALUE!	3.2765	#VALUE!	0.2897	#VALUE!	#VALUE!		
STATE ED. TAX	\$9,767,115,595	6.0000	\$ 0.04	Taxable value for SET excludes the Industrial Personal Class of Property.						
*Sections (B) and (K) Exclude Renaissance Zone Taxable Value										
(J) Local Unit Name Townships Cities Villages Listed Alphabetically	(K) Taxable Value*	(L) Total Allocated / Charter Rate	(M) Est. Local Allocated / Charter Tax Dollars	(N) Total Other Extra Voted / General Law Operating Rate	(O) Est. Local EV / GL Oper Tax Dollars	(P) Total Debt Rate	(Q) Est. Local Debt Tax Dollars	(R) Total Est. Local Tax Dollars	(KK) Taxable Value of RenZone	
BRIGHTON TWP.	\$1,181,604,312	0.8832	\$ 1,043,592.93	0.0000	\$ -	0.0000	\$ -	\$ 1,043,592.93		
COHOCTAH TWP.	\$124,536,795	0.7520	\$ 93,651.67	1.4452	\$ 179,980.58	0.0000	\$ -	\$ 273,632.25		
CONWAY TWP.	\$127,847,648	0.8420	\$ 107,647.72	1.1975	\$ 153,097.56	0.0000	\$ -	\$ 260,745.28		
DEERFIELD TWP.	\$199,035,914	0.8876	\$ 176,664.28	1.0000	\$ 199,035.91	0.0000	\$ -	\$ 375,700.19		
GENOA TWP.	\$1,252,865,560	0.7939	\$ 994,649.97	0.0000	\$ -	0.0000	\$ -	\$ 994,649.97		
GREEN OAK TWP.	\$1,098,882,949	0.8157	\$ 896,358.82	5.6049	\$ 6,159,129.04	0.0000	\$ -	\$ 7,055,487.86	\$426,256	
HAMBURG TWP.	\$1,121,766,342	0.8143	\$ 913,454.33	5.9189	\$ 6,639,622.80	0.0000	\$ -	\$ 7,553,077.13		
HANDY TWP.	\$300,648,900	0.8580	\$ 257,956.76	0.0000	\$ -	0.0000	\$ -	\$ 257,956.76		
HARTLAND TWP.	\$747,717,738	0.7699	\$ 575,667.89	3.2538	\$ 2,432,923.98	0.0000	\$ -	\$ 3,008,591.86		
HOWELL TWP.	\$392,295,800	0.8601	\$ 337,413.62	1.3623	\$ 534,424.57	0.0000	\$ -	\$ 871,838.19		
IOSCO TWP.	\$171,514,774	0.7931	\$ 136,028.37	0.0000	\$ -	0.0000	\$ -	\$ 136,028.37		
MARION TWP.	\$537,151,534	0.7686	\$ 412,854.67	0.9496	\$ 510,079.10	0.0000	\$ -	\$ 922,933.77		
OCEOLA TWP.	\$662,294,594	0.6633	\$ 439,300.00	2.1204	\$ 1,404,329.46	0.0000	\$ -	\$ 1,843,629.46		
PUTNAM TWP.	\$390,491,560	0.8673	\$ 338,673.33	0.0000	\$ -	0.0000	\$ -	\$ 338,673.33		
TYRONE TWP.	\$542,343,797	0.8736	\$ 473,791.54	1.0490	\$ 568,918.64	0.0000	\$ -	\$ 1,042,710.18		
UNADILLA TWP.	\$128,275,331	0.6506	\$ 83,455.93	0.6506	\$ 83,455.93	0.0000	\$ -	\$ 166,911.86		
BRIGHTON CITY	\$487,580,825	15.0093	\$ 7,318,246.88	2.9335	\$ 1,430,318.35	0.0000	\$ -	\$ 8,748,565.23		
FENTON CITY										
HOWELL CITY	\$339,652,952	15.2724	\$ 5,187,315.74	1.0490	\$ 356,295.95	0.0000	\$ -	\$ 5,543,611.69		
FIWKERVUKKE VLG.	\$97,086,580	8.4223	\$ 817,692.30	6.7070	\$ 651,159.69	0.0000	\$ -	\$ 1,468,851.99		
PINCKNEY VLG.	\$82,901,390	8.2792	\$ 686,357.19	4.0000	\$ 331,605.56	0.0000	\$ -	\$ 1,017,962.75		

Statement Showing Mills Apportioned by the County Board of Commissioners
of the County of Livingston for the Year 2020

(A) Local K12 School District Name	(B) Total Taxable Value*	(C) Total NonHomestead Taxable Value*	(D) Total Commercial Personal Taxable Value*	(E) HH / Supplemental Rate	(F) Est. HH / Supplemental Tax Dollars	(G) Non Homestead Operating Rate	(H) Est. NH Operating Tax Dollars	(I) Total Debt / Sinking Fund / Bldg Site Rate	(J) Est. Debt / Sinking Fund / Bldg Site Tax Dollars	(K) Total Recreational Rate	(L) Est. Recreational Tax Dollars	(M) Total Est. Local K12 School Tax Dollars	(BB) Total RenZone Taxable Value	(GG) Non Homestead Comm.Pers. Operating Rate
*Sections (B), (C) and (D) Exclude Renaissance Zone Taxable Value														
BRIGHTON	\$2,556,833,980	\$623,947,351	\$51,490,600	0.0000	\$ -	17.9627	\$ 11,514,802.08	7.1900	\$ 18,386,701.10	0.0000	\$ -	\$ 29,901,503.18	426,256	5.9627
BYRON	\$32,101,776	\$4,437,033	\$108,100	0.0000	\$ -	18.0000	\$ 80,515.19	2.9305	\$ 94,074.25	0.0000	\$ -	\$ 174,589.45		6.0000
DEXTER	\$71,897,063	\$9,035,255		0.0000	\$ -	18.0000	\$ 162,634.59	8.5000	\$ 611,125.04	0.0000	\$ -	\$ 773,759.63		6.0000
FENTON	\$308,738,717	\$54,185,445	\$278,600	0.0000	\$ -	18.0000	\$ 977,009.61	6.3870	\$ 1,971,914.19	0.0000	\$ -	\$ 2,948,923.80		6.0000
FOWLERVILLE	\$606,717,197	\$143,167,354	\$8,279,679	0.0000	\$ -	18.0000	\$ 2,626,690.45	9.5500	\$ 5,794,149.23	0.0000	\$ -	\$ 8,420,839.68		6.0000
HARTLAND	\$1,429,193,345	\$276,671,674	\$15,072,400	0.0000	\$ -	17.9784	\$ 5,064,222.86	9.9799	\$ 14,263,206.66	0.0000	\$ -	\$ 19,327,429.52		5.9784
HOWELL	\$2,743,783,297	\$788,241,660	\$49,197,856	0.0000	\$ -	18.0000	\$ 14,483,537.02	6.1000	\$ 16,737,078.11	0.0000	\$ -	\$ 31,220,615.13		6.0000
HURON VALLEY	\$22,662,470	\$19,070,170		0.0000	\$ -	17.4497	\$ 332,768.75	7.9048	\$ 179,142.29	0.0000	\$ -	\$ 511,911.04		5.4497
LINDEN	\$164,986,117	\$28,830,173	\$320,900	0.0000	\$ -	18.0000	\$ 520,868.51	4.4363	\$ 731,927.91	0.0000	\$ -	\$ 1,252,796.42		6.0000
MORRICE	\$35,346,457	\$424,486		0.0000	\$ -	16.3513	\$ 6,940.90	7.0000	\$ 247,425.20	0.0000	\$ -	\$ 254,366.10		4.5032
PINCKNEY	\$1,301,475,093	\$248,096,977	\$8,065,530	0.0000	\$ -	18.0000	\$ 4,514,138.77	7.5500	\$ 9,826,136.95	0.0000	\$ -	\$ 14,340,275.72		6.0000
SOUTH LYON	\$399,444,333	\$38,871,290	\$702,600	0.0000	\$ -	18.0000	\$ 703,898.82	7.1000	\$ 2,836,054.76	0.0000	\$ -	\$ 3,539,953.58		6.0000
STOCKBRIDGE	\$112,088,807	\$24,701,299	\$339,300	0.0000	\$ -	18.0000	\$ 446,659.18	3.9000	\$ 437,146.35	0.0000	\$ -	\$ 883,805.53		6.0000
WEBBERVILLE	\$5,333,985	\$217,623		0.0000	\$ -	18.0000	\$ 3,917.21	8.4298	\$ 44,964.43	0.0000	\$ -	\$ 48,881.64		6.0000
WHITMORE LAKE	\$106,204,055	\$45,552,563	\$3,277,740	0.0000	\$ -	18.0000	\$ 839,612.57	9.3619	\$ 994,271.74	0.0000	\$ -	\$ 1,833,884.32		6.0000
33221 TR-FOW/WEB'96	\$300,501			0.0000	\$ -	18.0000	\$ -	14.6298	\$ 4,396.27	0.0000	\$ -	\$ 4,396.27		6.0000
47020 TR-HOW/BRI 96	\$112,405			0.0000	\$ -	17.9627	\$ -	7.1900	\$ 808.19	0.0000	\$ -	\$ 808.19		5.9627
47026 TR - HO/BRI '13	\$1,809,519			0.0000	\$ -	17.9627	\$ -	5.5578	\$ 10,056.94	0.0000	\$ -	\$ 10,056.94		5.9627
47037 TR- HO/FOW '97	\$153,869			0.0000	\$ -	18.0000	\$ -	9.5500	\$ 1,469.45	0.0000	\$ -	\$ 1,469.45		6.0000
47041 TR-HO/FOW '02	\$87,698			0.0000	\$ -	18.0000	\$ -	6.9270	\$ 607.48	0.0000	\$ -	\$ 607.48		6.0000
47068 TR-HO/HART '97	\$241,058			0.0000	\$ -	17.9784	\$ -	9.9799	\$ 2,405.73	0.0000	\$ -	\$ 2,405.73		5.9784
47069 TR- HO/HART '00	\$124,537			0.0000	\$ -	17.9784	\$ -	11.0740	\$ 1,379.12	0.0000	\$ -	\$ 1,379.12		5.9784
47076 HART/HO ' 00	\$8,760			0.0000	\$ -	18.0000	\$ -	7.2500	\$ 63.51	0.0000	\$ -	\$ 63.51		6.0000
78025 TR- GI/BYRON '96	\$42,510			0.0000	\$ -	18.0000	\$ -	2.9305	\$ 124.58	0.0000	\$ -	\$ 124.58		6.0000

**Statement Showing Mills Apportioned by the County Board of Commissioners
of the County of LIVINGSTON for the Year 2020**

(A) Authority (Dist. Libraries, DDAs, Transit, Metro, Fire, etc.)	(B) Taxable Value*	(C) Total Operating Rate	(D) Est. Authority Oper. Tax Dollars	(E) Total Debt Rate	(F) Est. Authority Debt Tax Dollars	(G) Est. Total Authority Tax Dollars	(BB) RenZone Taxable Value
Huron Metro Auth County Wide	\$9,806,507,325		\$ -	0.2104	\$ 2,063,378.83	\$ 2,063,378.83	\$426,256
Fire Auth-Brighton	\$2,922,050,697		\$ -	2.3528	\$ 6,875,000.88	\$ 6,875,000.88	
Fire Auth- Fowlerville	\$600,011,322		\$ -	2.0000	\$ 1,200,022.64	\$ 1,200,022.64	
Fire Auth- Howell Area	\$2,055,931,675		\$ -	1.4435	\$ 2,967,737.37	\$ 2,967,737.37	
Dist. Library Brighton	\$288,072,140		\$ -	0.8621	\$ 248,714.47	\$ 248,714.47	\$426,256
Dist. Library Cromaine	\$1,429,279,945		\$ -	1.4712	\$ 2,102,756.66	\$ 2,102,756.66	
Dist. Library Dexter	\$71,897,063		\$ -	1.0961	\$ 78,806.37	\$ 78,806.37	
Dist. Library Fowlerville	\$607,017,698		\$ -	1.3625	\$ 827,061.61	\$ 827,061.61	
Dist. Library Howell	\$2,733,199,155		\$ -	1.0493	\$ 2,867,945.87	\$ 2,867,945.87	
Dist. Library Pinckney	\$390,491,560		\$ -	2.0055	\$ 783,130.82	\$ 783,130.82	
Veterans Relief County Wide	\$9,806,507,325		\$ -	0.1127	\$ 1,105,193.38	\$ 1,105,193.38	
Roads Handy Twp.	\$203,562,320		\$ -	0.9760	\$ 198,676.82	\$ 198,676.82	

**Statement Showing Mills Apportioned by the County Board of Commissioners
of the County of LIVINGSTON for the Year 2020**

Township / City	Village	School Code	Local School District	Total Homestead Property Tax Rate w/ Qualifying Special Assessment Millage	Total NonHomestead Property Tax Rate w/ Qualifying Special Assessment Millage
BRIGHTON TWP.		47010	BRIGHTON AREA SCHOOLS	23.7775	41.7775
		47060	HARTLAND CONSOLIDATED SCHS	25.7565	43.7349
		47070	HOWELL PUBLIC SCHOOLS	23.1771	41.1771
		63220	HURON VALLEY SCHOOLS	26.0413	43.7131
COHOCTAH TWP.		47030	FOWLerville COMMUNITY SCHS	27.9798	45.9798
		47070	HOWELL PUBLIC SCHOOLS	24.5093	42.5093
		78020	BYRON AREA SCHOOLS	20.5463	38.3987
CONWAY TWP.		33220	WEBBERVILLE COMMUNITY SCHS	32.7562	50.7562
		47030	FOWLerville COMMUNITY SCHS	28.8082	46.8082
		78020	BYRON AREA SCHOOLS	21.3747	39.2271
		78060	MORRICE AREA SCHOOLS	25.3882	41.8914
DEERFIELD TWP.		25250	LINDEN COMM SCHOOL DISTRICT	23.4643	41.4643
		47060	HARTLAND CONSOLIDATED SCHS	25.2664	43.2448
		47070	HOWELL PUBLIC SCHOOLS	22.6870	40.6870
		78020	BYRON AREA SCHOOLS	18.7240	36.5764
GENOA TWP.		47010	BRIGHTON AREA SCHOOLS	23.6854	41.6854
		47060	HARTLAND CONSOLIDATED SCHS	25.6644	43.6428
		47070	HOWELL PUBLIC SCHOOLS	23.0850	41.0850
		47080	PINCKNEY COMMUNITY SCHOOLS	24.0454	41.9734
GREEN OAK TWP.		47010	BRIGHTON AREA SCHOOLS	27.9386	45.9386
		63240	SOUTH LYON COMMUNITY SCHOOLS	31.2769	49.2769
		81140	WHITMORE LAKE PUB SCH DIST	32.4973	50.4973
HAMBURG TWP.		47010	BRIGHTON AREA SCHOOLS	26.5745	44.5745
		47080	PINCKNEY COMMUNITY SCHOOLS	26.9345	44.8625
		81050	DEXTER COMMUNITY SCHOOL DIST	31.4916	49.4916
HANDY TWP.		33220	WEBBERVILLE COMMUNITY SCHS	31.7665	49.7665
		47030	FOWLerville COMMUNITY SCHS	27.8185	45.8185
	FOWLerville	47030	FOWLerville COMMUNITY SCHS	41.9159	59.9159
		47070	HOWELL PUBLIC SCHOOLS	24.3480	42.3480
HARTLAND TWP.		47060	HARTLAND CONSOLIDATED SCHS	27.4889	45.4673
HOWELL TWP.		47030	FOWLerville COMMUNITY SCHS	27.5493	45.5493
		47070	HOWELL PUBLIC SCHOOLS	24.0788	42.0788
IOSCO TWP.		33200	STOCKBRIDGE COMM SCHOOLS	27.6131	45.6131
		47030	FOWLerville COMMUNITY SCHS	28.1458	46.1458
		47070	HOWELL PUBLIC SCHOOLS	24.6753	42.6753
MARION TWP.		47070	HOWELL PUBLIC SCHOOLS	23.0630	41.0630
		47080	PINCKNEY COMMUNITY SCHOOLS	23.1406	41.0686
OCEOLA TWP.		47060	HARTLAND CONSOLIDATED SCHS	26.4972	44.4756
		47070	HOWELL PUBLIC SCHOOLS	23.9178	41.9178
PUTNAM TWP.		47070	HOWELL PUBLIC SCHOOLS	24.7380	42.7380
		47080	PINCKNEY COMMUNITY SCHOOLS	25.8880	43.8160
	PINCKNEY	47080	PINCKNEY COMMUNITY SCHOOLS	38.2777	56.2057
TYRONE TWP.		25100	FENTON AREA PUBLIC SCHOOLS	24.1629	42.1629
		25250	LINDEN COMM SCHOOL DISTRICT	22.4585	40.4585
		47060	HARTLAND CONSOLIDATED SCHS	24.2606	42.2390
UNADILLA TWP.		33200	STOCKBRIDGE COMM SCHOOLS	29.3926	47.3926
		47030	FOWLerville COMMUNITY SCHS	29.9253	47.9253
		47080	PINCKNEY COMMUNITY SCHOOLS	26.5324	44.4604
BRIGHTON CITY		47010	BRIGHTON AREA SCHOOLS	38.6498	56.6498
HOWELL CITY		47070	HOWELL PUBLIC SCHOOLS	39.0304	57.0304

**Statement Showing Mills Apportioned by the County Board of Commissioners
of the County of LIVINGSTON for the Year 2020**

Local Municipality (Twp/City/Vlg)	ALL Purpose(s) of Qualifying Special Assessment Millage Rates for the Local Municipality Listed	Total of All Special Assessment Rates Levied UNITWIDE	Total of All Special Assessment Rates Levied TWP-WIDE - Excluding the Village(s)
BRIGHTON TWP.	-	-	-
COHOCTAH TWP.	-	-	-
CONWAY TWP.	-	-	-
DEERFIELD TWP.	-	-	-
GENOA TWP.	-	-	-
GREEN OAK TWP.	-	-	-
HAMBURG TWP.	-	-	-
HANDY TWP.	-	-	-
HARTLAND TWP.	-	-	-
HOWELL TWP.	-	-	-
IOSCO TWP.	-	-	-
MARION TWP.	-	-	-
OCEOLA TWP.	-	-	-
PUTNAM TWP.	-	-	-
TYRONE TWP.	-	-	-
UNADILLA TWP.	-	-	-
BRIGHTON CITY	-	-	-
FENTON CITY	-	-	-
HOWELL CITY	-	-	-
FOWLerville VLG	-	-	-
PINCKNEY VLG	-	-	-

TOTAL DRAIN ASSESSMENTS FOR 2020

<u>MUNICIPALITY NAME</u>	<u>ST. HWY.</u>	<u>R.R.</u>	<u>COUNTY</u>	<u>HAND BILLS</u>	<u>SCHOOLS/ CITY/VILL.</u>	<u>TOWNSHIP</u>	<u>PARK</u>	<u>PROPERTY</u>	<u>TOTAL</u>
COUNTY, M.D.O.T. AND R.R.	\$7,682.99	\$549.48	\$318,531.88						\$326,764.35
CONWAY TOWNSHIP						\$51,270.46		\$77,273.10	\$128,543.56
COHOCTAH TOWNSHIP						\$15,972.18		\$22,262.88	\$38,235.06
DEERFIELD TOWNSHIP						\$3,132.91		\$4,909.64	\$8,042.55
TYRONE TOWNSHIP						\$105.03		\$26,850.00	\$26,955.03
HANDY TOWNSHIP						\$23,025.17		\$34,555.02	\$57,580.19
HOWELL TOWNSHIP						\$48,620.48		\$71,543.68	\$120,164.16
OCEOLA TOWNSHIP						\$16,809.78		\$39,127.42	\$55,937.20
HARTLAND TOWNSHIP						\$6,969.14		\$61,925.63	\$68,894.77
IOSCO TOWNSHIP						\$9,223.18		\$31,946.00	\$41,169.18
MARION TOWNSHIP						\$7,033.83		\$96,156.97	\$103,190.80
GENOA TOWNSHIP						\$33,432.16		\$74,728.14	\$108,160.30
BRIGHTON TOWNSHIP						\$2,636.85		\$53,685.96	\$56,322.81
UNADILLA TOWNSHIP						\$5,070.57		\$10,369.92	\$15,440.49
PUTNAM TOWNSHIP						\$4,160.55		\$39,285.54	\$43,446.09
HAMBURG TOWNSHIP						\$14,037.75		\$28,912.25	\$42,950.00
GREEN OAK TOWNSHIP						\$1,558.50		\$129,804.62	\$131,363.12
CITY OF HOWELL						\$2,903.83		\$961.23	\$3,865.06
CITY OF BRIGHTON						\$0.00		\$0.00	\$0.00
VILLAGE OF FOWLerville						\$3,898.81		\$2,576.08	\$6,474.89
<u>VILLAGE OF PINCKNEY</u>						<u>\$1,204.46</u>		<u>\$692.38</u>	<u>\$1,896.84</u>
TOTAL ASSESSMENTS FOR 2020	<u>\$7,682.99</u>	<u>\$549.48</u>	<u>\$318,531.88</u>	<u>\$0.00</u>	<u>\$8,007.10</u>	<u>\$243,058.54</u>	<u>\$0.00</u>	<u>\$807,566.46</u>	<u>\$1,385,396.45</u>

2020 M.D.O.T. ASSESSMENTS

<u>DRAIN NAME</u>	<u>AMOUNT</u>
Browning	\$811.73
Genoa-Oceola	\$3,233.42
Handy No. 5	\$896.05
Howell & Cohoctah	\$1,390.76
Howell County	\$605.64
Livingston No. 13	\$186.19
Oceola No. 1	\$327.14
Unadilla Stockbridge	\$232.06
	\$0.00
	\$0.00
	<u>\$0.00</u>
2020 M.D.O.T. TOTAL ASSESSMENT	\$7,682.99

2020 RAILROAD ASSESSMENTS

<u>R.R. NAME</u>	<u>DRAIN NAME</u>	<u>AMOUNT</u>
AARR	Howell & Cohoctah	\$143.91
CSX	Genoa-Oceola	\$29.79
CSX	Handy No. 5	\$102.14
CSX	Howell & Cohoctah	\$197.69
CSX	Howell County	\$75.95
		\$0.00
		\$0.00
		<u>\$0.00</u>
2020 RAILROAD TOTAL ASSESSMENT		\$549.48

DRAIN ASSESSMENTS LIVINGSTON COUNTY AT LARGE 2020

<u>DRAIN NAME</u>	<u>AMOUNT</u>
Barron Road Estates	\$40.97
Bogue Creek	\$3,500.00
Bohm	\$875.00
Brandywine Farms	\$1,750.00
Brighton Genoa	\$2,275.00
Browning	\$5,250.00
Cohoctah No. 2	\$1,855.00
Conway No. 10	\$1,750.00
Conway No. 11 Note	\$26,319.34
Conway No. 18	\$8,750.00
Conway No. 19	\$2,800.00
Conway No. 21	\$1,750.00
Conway No. 22	\$1,750.00
Conway No. 23 Note	\$8,960.00
Conway Road Drain	\$1,750.00
Copper Cove	\$612.50
Cranbrook Estates	\$1,400.00
Doubletree	\$1,050.00
Falk & Unterbrink	\$1,750.00
Fowlerville No. 2	\$3,452.05
Genoa-Oceola	\$16,625.00
Gleason	\$446.25
Goldwin Estates	\$48.97
Grand Beach	\$1,750.00
Green Oak No. 2 ICD	\$60.92
Green Oak No. 4	\$52.10
Hall	\$875.00
Handy No. 14A	\$227.53
Handy No. 14A Note	\$11,162.66
Handy No. 5	\$5,250.00
Handy No. 7 & 13	\$2,450.00
Hanes	\$1,050.00
Hartland No. 1	\$5,775.00
Hartland No. 2	\$945.00
Holzinger	\$962.50
Howell & Cohoctah	\$14,747.14
Howell County	\$1,144.36
Howell No. 3 Note	\$46,832.63
Howell No. 4	\$1,750.00
Huff Note	\$10,738.00
Huron Oaks	\$31.86
Huron Pines	\$7.16
Iosco No. 2	\$10,500.00
Iosco No. 4	\$1,855.00
Jartnick Ponds	\$1,400.00
Jewett & Extension	\$875.00
TOTAL PAGE 1	\$215,201.94

Kingston Estates	\$42.60
Lang & Morelock	\$770.00
Livingston No. 1 Br 8 Note	\$17,570.00
Livingston No. 3	\$3,500.00
Livingston No. 4	\$1,750.00
Livingston No. 10	\$1,750.00
Livingston No. 12	\$80.24
Livingston No. 13	\$4,204.82
Madden	\$2,625.00
Maple Ridge	\$1,225.00
Oceola No. 1	\$10,172.87
Pate Tile	\$437.50
Pebble Creek	\$980.00
Pheasant Brook Village	\$1,750.00
Pine Creek Ridge No. 6	\$1,802.50
Render ICD	\$2,406.25
San Marino Glens - Woods	\$1,750.00
Sharp	\$1,391.25
Smith & Smith	\$1,400.00
Snyder & Sherwood Note	\$6,739.83
Spaulding	\$2,110.50
Sunny Ridge	\$1,050.00
The Forest	\$1,662.50
Unadilla Stockbidge ICD	\$5,250.00
Valley Forge Note	\$15,720.83
Wallace ICD	\$262.50
Walnut Hills	\$12,195.75
Walsh	\$875.00
Woodland Springs of Lake Ch	\$980.00
Youngs	\$875.00
TOTAL PAGE 2	<u>\$103,329.94</u>
TOTAL COUNTY AT LARGE FOR 2020	\$318,531.88

LIVINGSTON COUNTY TAX RATES TO BE LEVIED FOR THE YEAR 2020

Unit: CONWAY TOWNSHIP

Taxable Value 127,847,648

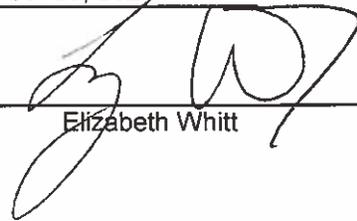
SPECIAL ASSESSMENTS	Roll No.	TOWNSHIP AT	
		LARGE	PROPERTY
Conway No. 10	XM1904	1,250.00	1,999.83
Conway No. 11	XM1909	18,799.53	29,193.21
Conway No. 18	X20013	6,250.00	10,000.00
Conway No. 19	X20015	2,000.00	3,200.00
Conway No. 21	X20016	1,250.00	2,000.00
Conway No. 22	X20017	1,250.00	2,000.00
Conway No. 23	XM1701	6,400.00	8,594.46
Conway No. 4	XM2002	1,030.00	2,060.00
Conway Road Drain	X20019	1,250.00	2,000.00
Fowlerville No. 2	XM1905	706.34	601.31
Huff	XM1903	4,610.95	6,285.56
Lang & Morelock	X20062	550.00	880.00
Sharp	X20081	993.75	1,590.00
Snyder & Sherwood	XM1702	4,814.17	6,644.60
Youngs	X20095	115.72	224.13
Principle Pri Rd	X3250		2,425.12
Interest Pri Rd	X3251		47.52
Road Maint	X3252		6,982.03
TOTAL		51,270.46	86,727.77

51,270.46 86,727.77

IN TESTIMONY WHERE OF I HERE UNTO SET MY SEAL

THIS

September 23, 2020



 Elizabeth Whitt



COHOCTAH TOWNSHIP

DISTRICT NUMBER	DISTRICT NAME	AMOUNT TO BE LEVIED
X20003	BOGUE CREEK	6,500.00
X20004	BOHM	1,625.00
X20009	COHOCTAH NO 2	3,445.00
XM1705	GLEASON	828.72
X20049	HOWELL & COHOCTAH	2,994.16
XM2001	HOWELL NO 3	6,414.43
XM1901	LIVINGSTON NO 4 (BURKHART)	2,250.00
X20068	LIVINGSTON NO 4	2,330.15
XM2004	LIVINGSTON NO 10	3,250.07
X20071	MADDEN	4,875.00
X20076	PATE TILE	812.50
XM1911	WALSH	1,624.88
X20095	YOUNGS	1,285.15
TOTAL		38,235.06

September 15, 2020

I certify this to be a true statement of
the special assessment to be levied.



Barb Fear/Clerk

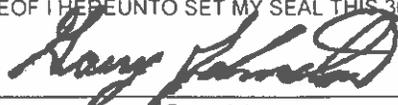
DEERFIELD TOWNSHIP SPECIAL ASSESSMENTS 2020

Form 591 Due to County by October 1st, to CED

		Assessment Total	At-Large Township Portion	Property Billed to Residents
Deerfield Fire Assessments	X0033	\$382,472.62	0	\$382,472.62
Delinquent Sewer Charges	X2330	\$22,408.40	0	\$22,408.40
Lake Shannon Road Improvement	X0718	\$60,154.78	0	\$60,154.78
Lake & Dam Improvements:				
Faussett Lake Dam Maintenance	X0078	\$16,390.00	0	\$16,390.00
Hidden Lake Improvement	X4480	\$4,025.00	0	\$4,025.00
Katrine Hills Weed	X0087	\$3,300.00	0	\$3,300.00
Lobdell Lake Improvement	X4460	\$23,450.00	0	\$23,450.00
Ryan Lake Improvement	X4470	\$10,648.00	0	\$10,648.00
Total Lake & Dam Improvements		<u>\$57,813.00</u>	<u>\$0.00</u>	<u>\$57,813.00</u>
County Drain Assessments:				
Livingston #3	x20067	\$4,123.05	\$1,625.41	\$2,497.64
Spaulding	x20084	\$3,919.50	\$1,507.50	\$2,412.00
Total Drain		<u>\$8,042.55</u>	<u>\$3,132.91</u>	<u>\$4,909.64</u>
 Total Special Assessments		 <u>\$530,891.35</u>	 <u>\$3,132.91</u>	 <u>\$527,758.44</u>

IN TESTIMONY WHEREOF I HEREUNTO SET MY SEAL THIS 30th day of September, 2020

CLERK _____


Garry Johnston

Livingston County Tax Rates To be Levied for the Year 2020

Unit: Tyrone Township

Special Assessments	SA ID	County	Township at Large	Property
Jayne Hill Lights	X0004			\$520.00
Walnut Shores Lights	X0018			\$100.00
Jayne Hill Waste	X0084			\$18,029.00
Shannon Glen Waste	X02770			\$5,096.00
Apple Orch Waste	X0104			\$6,601.00
Silver Lake Est Waste	X0114			\$14,025.00
Laurel Springs Waste	X0117			\$8,155.00
Great Oaks Snow & Maint.	X3148			\$2,960.00
Parkin Lane Snow & Maint.	X3136			\$6,510.00
Parkin Lane Road	X3143			\$31,536.24
Lake Shannon Road	X3178			\$122,912.04
Laurel Springs Road	X3183			\$15,288.52
Irish Hills Road	X3189			\$66,490.90
Tyrone Public Safety	X0082			\$617,855.00
Tyrone Sewer 2003	X2058			\$443,499.19
HT West Sewer	X2102			\$14,236.30
Tyrone Sewer O&M	X2097			\$71,687.76
Lake Tyrone Sewer Improv.	X2470			\$107,886.63
Tyrone Lake Improv.	XIM151			\$26,654.75 Summer
QFF Qual Forest Prog				\$495.30 Summer
Livingston No. 3	X20067			\$195.25
Totals			\$0.00	\$1,580,733.88

9/28/2020

IN TESTOMONY WHEREOF, I HEREUNTO SET MY SEAL THIS 30th DAY OF SEPTEMBER 2020.

Clerk Marcell Gustaf



Unit Handy TOWNSHIP

SPECIAL ASSESSMENTS

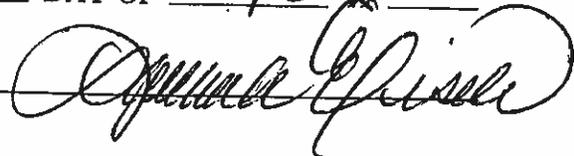
		PROPERTY
X20027	FALK & Unterbrink	2,000.00
XM1905	FOWL. #2	4,012.34
X20036	HALL	1,000.00
X20040	HANDY NO. 5	5,001.81
X20041	HANDY NO. 7 & 13	2,800.00
XM1601	HANDY NO. 14A NDTE	11,703.30
XM1907	HOLZINGER	1,100.00
XM1903	HUFF	5,037.55
X20083	SMITH & SMITH	1,600.00
X20090	WALLACE ICD	300.00
<hr/>		
XM1905	FOWL. #2	2,576.08
<hr/>		
X2059	VAN BUREN RD SEWER	184,063.54
X2106	W. GRAND RIVER SEWER	14,669.39
X2107	N. FOWLERVILLE Rd SEWER	16,455.12

TOTAL \$ 252,319.15

IN TESTIMONY WHEREOF I HEREUNTO SET MY SEAL

THIS 28 DAY OF Sept. 2020

Clerk



**LIVINGSTON COUNTY SPECIAL ASSESSMENT
TAX RATES TO BE LEVIED FOR THE YEAR
2020 WINTER TAX ROLL
September 2020**

SPECIAL ASSESSMENTS – Howell Township

SEWER

<u>DISTRICT #</u>	<u>NAME</u>	<u>AMOUNT</u>
X2046	Sewer #6	\$ 36,746.89
X2094	Sewer #8	\$ 191,150.00
X2104	Sewer #7	\$ 11,870.88
X2114	Sewer #11	\$ 95,717.54

WATER

<u>DISTRICT #</u>	<u>NAME</u>	<u>AMOUNT</u>
X2554	Water #8	\$ 85,949.92
X2563	Water #11	\$ 28,564.38

TOTAL WATER, SEWER: **\$449,999.61**

OTHER

<u>DISTRICT #</u>	<u>NAME</u>	<u>AMOUNT</u>
DLQ UTILITY	Delinquent Sewer/Water	\$ 44,058.07

TOTAL DELINQUENT WATER, SEWER: **\$ 44,058.07**

<u>DRAINS</u> <u>DISTRICT #</u>	<u>NAME</u>	<u>AMOUNT</u>
X20049	Howell & Cohoctah	\$ 5,680.39
X20050	Howell County	\$ 1,924.05
X20051	Howell No 4	\$ 2,000.00
X6401	Livingston No. 1 Note	\$ 15,879.22
XM2001	Howell #3 Petition	\$ 45,486.71
M20068	Livingston #4	\$ 573.31

TOTAL DRAINS:

\$ 71,543.68

TOTAL ALL SPECIALS:

\$565,601.36

**IN TESTIMONY WHEREOF I HEREUNTO SET MY SEAL
THIS 30th DAY OF SEPTEMBER 30, 2020**



Jean Graham
Howell Township Clerk

Prepared by Carol Makushik – Deputy Treasurer – Howell Township

LIVINGSTON COUNTY - TAX RATES TO BE LEVIED FOR THE YEAR 2020

OCEOLA TOWNSHIP

2020 TAXABLE VALUE 662,294,594

TOWNSHIP MILLAGE	
Allocated	0.6633
Police	
Fire	
Other (Roads)	<u>0.9496</u>
TOTAL	1.6129

LIVINGSTON COUNTY	<u>662,294,594</u>	ALLOCATED	VOTED	TOTAL
		3.2765		3.2765
HCMA		0.2104		0.2104
EMS			0.2897	0.2897
VETERANS			0.1341	0.1341
SCHOOL MILLAGE				

	<u>TAXABLE VALUE</u>	<u>ALLOCATED</u>	<u>VOTED</u>	<u>DEBT</u>	<u>SET</u>	<u>TOTAL</u>
<u>HOMESTEAD</u>						
47060 HAR	97,916,690		0.4899	9.4900	6.0000	15.9799
HO/HA47070/47068	241,058		0.4899	9.4900	6.0000	15.4900
HO/HA47070/47069	124,537		0.4899	10.5841	6.0000	16.5841
47070 HWL	451,738,583			6.1000	6.0000	12.1000
47070 IND	15,326			6.1000	0.0000	6.1000
<u>NON-HOMESTEAD</u>						
47060 HAR	19,829,244		17.9784	9.4900	0.0000	27.4684
47060 COMM MBT	345,300		6.0000	9.4900	0.0000	6.0000
47070 HWL	92,444,482		18.0000	6.1000	0.0000	24.1000
47070 COMM MBT	3,360,300		6.0000	6.0000	0.0000	12.0000

	<u>TAXABLE VALUE</u>	<u>ALLOCATED</u>	<u>EXTRA VOTED</u>	<u>TOTAL</u>
INTERMEDIATE				
LESA	<u>662,294,594</u>	0.0645	3.2042	3.2687

	<u>TAXABLE VALUE</u>	<u>ALLOCATED</u>		<u>TOTAL</u>
<u>DISTRICT LIBRARY</u>				
HOWELL CARNEGIE	544,183,065	1.0493		1.0493
CROMAINE	117,745,934	1.4712	0	1.4712
HO/HA47070/47068	241,058	1.0493		1.0493
HO/HA47070/47069	124,537	1.0493		1.0493
HOWELL FIRE AUTHORITY	<u>544,548,660</u>	1.4435	0.0000	1.4435

School	<u>TAXABLE VALUE</u>	<u>DETACHED (old)</u>	<u>ATTACHED (new)</u>	<u>SINKING FUND</u>	<u>TOTAL</u>
		<u>DEBT BREAKOUT</u>	<u>DEBT BREAKOUT</u>		
HO/HA47070 to 47068 1997	241,058	0.0000	9.4900	0.4899	9.9799
		HOWELL	HARTLAND		
HO/HA47070 TO 47069 2000	124,537	1.2441	9.3400	0.4899	11.0740
		HOWELL	HARTLAND		

OCEOLA TOWNSHIP SPECIAL ASSESSMENTS TO BE LEVIED ON WINTER 2020 TAX BI

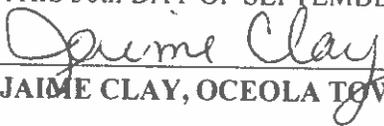
<u>DISTRICT</u>	<u>TWP @ LARGE</u>	<u>PROPERTY</u>	
<u>WATER & SEWER</u>			
2038 PINE RIDGE SWR INFRASTRUCTURE		\$5,364.32	
2051 M-59/LATSON WATER/SEWER		\$254,639.85	
2361 SEWER I-A UNBONDED		\$26,529.98	
2505 WATER #1 EXT		\$75,445.13	
2514 MHOG DELIQ FLAT & METERED		\$101,876.14	
2541 ROSE-LIV WATER DISTRICT		\$1,908.00	
2560 EAGER LATSON WATER		\$226,386.39	
<u>ROADS</u>			
3005 HARDY LANE		\$1,400.00	
3006 DUSTY LANE		\$2,400.00	
3014 FERN DR		\$3,450.00	
3022 TIMBER RIDGE PAVING		\$1,581.06	
3024 MCGRAIN LANE		\$2,250.00	
3026 FARMER TRAIL		\$400.00	
3027 HAPPY HOLLOW LANE		\$2,125.00	
3028 EMMAUS/BECKLEY LANE		\$3,000.00	
3032 BAKER DR		\$2,160.00	
3033 GENTRY LN		\$2,800.00	
3041 PURDY LANE		\$2,352.00	
3042 E PINECONE		\$1,890.00	
3043 OAKCREST		\$1,800.00	
3045 HICKORY VALLEY DR		\$2,200.00	
3046 BRAUN DR		\$2,800.00	
3055 SPRUCE RIDGE MAIN		\$3,200.00	
3073 CINNAMON RIDGE		\$2,800.00	
3083 PINE RIDGE/EAGER RD PAVING		\$6,513.72	
3094 RED'S WAY		\$3,900.00	
3099 DAULT DR		\$800.00	
3113 NORLYNN DR		\$6,600.00	
3161 RED'S WAY IMPROVEMENT		\$4,902.80	
3170 PINECONE/SELWYN		\$5,850.00	
3172 STAMPER WAY IMPROVE		\$4,748.80	
3210 PURDY LANE IMPROVEMENT		\$4,589.38	
3280 PL RIDG,WWD.EWD.GASSER.THOMPSON SHR		\$18,950.40	
3530 BOOTH ST MAINT		\$14,310.00	
3550 CHARLES HUFF DR		\$1,120.00	
3551 STAMPER WAY		\$700.00	
3631 DESJARDINS LANE		\$1,080.00	
3940 MOORE PLACE		\$7,350.00	
3950 FAIRWAY VISTA		\$800.00	
3960 SQUIRES PLACE		\$2,232.00	\$123,055.16
TOTAL OF PAGE 1			\$123,055.16

TWSP AT LARGE

DRAINS

X2008 BROWNING	\$3,149.44	\$4,033.36
XM1906 GENOA-OCEOLA	\$5,709.35	\$2,007.92
X20067 LIVINGSTON NO.3	\$450.99	\$800.46
X20075 OCEOLA NO.1	\$7,500.00	\$11,999.99
XL2009 THOMPSON LAKE LK LEVEL		\$2,642.33
XS2007 HIGHLAND HILLS O&M		\$17,643.36
TOTAL	<u>\$16,809.78</u>	<u>\$854,332.39</u>

IN TESTIMONY WHEREOF I HEREUNTO SET MY SEAL
THIS 30th DAY OF SEPTEMBER, 2020



JAIME CLAY, OCEOLA TOWNSHIP CLERK

HARTLAND

2020

TWP

To The Roll

X0015 Del Sewer	172,990.76
X2089 SAD 4	344,276.23
X2090 SAD 5	21,538.36
X2091 SAD 6	40,490.29
X2111 SAD 7 Div Lake	17,230.31
X2137 SAD 4 sup	29,533.96
X2139 Ore Valley	20,223.62
X2143 Lake Tyrone	146,576.12
X2490 Forestbrook	19,346.84
X2499 Sad 200	19,195.29
X2542 Central Water	337,827.47
X2552 Del Water	27,290.60
X3134 M59 Recon	250,803.48
X3135 Hartland Rd	87,142.76
X3208 Millpointe Rds	102,008.40
X3156 Bullard Lk Wds	20,912.50
Township Total	<u>1,657,386.99</u>

County

x20044 Hartland	6,600.00
x20008 Browning	1,154.91
x20067 Livingst	506.64
x20045 Hartland	1,080.00
x20080 San Marino	2,000.00
xs2008 Long Lk	<u>13,678.32</u>
	25,019.87

Roll No.	Roll Name	Year	Township At Large	Property	Total
X20056	Iosco No. 2		6,179.43	9,939.47	16,118.90
X20057	Iosco No. 4		1,325.00	2,120.00	3,445.00
XM1902	Livingston No. 29	2nd of 20		17,136.59	17,136.59
XM1707	Render ICD	FINAL	1,718.75	2,749.94	4,468.69
TOTAL			9,223.18	31,946.00	41,169.18

Daniel A. Delmerico
 DANIEL A. DELMERICO
 29 September, 2020

**Marion Township
Special Assessments to be levied
2020 - Summer**

<u>Code</u>	<u>Name</u>	<u>6/15/2020</u> <u>Totals</u>	
3159	Parker Dr Road Maint.	\$5,267.26	
3128	Love's Creek Snow	\$2,655.05	
3133	Rurik Snow Plowing	\$5,285.05	
	Summer Total	----- \$13,207.36	
		9/30/2020	
	2020 Winter		
X0080	Triangle Lake	\$20,289.36	
X0083	Coon Lake SAD	\$39,115.15	
X2175	Bonnie Circle SAD	\$7,644.96	
X2514	MHOG - Unpaid	\$39,842.77	
X2517	Rurik Paving	\$27,921.97	
X2533	Water 2000-E	\$4,205.52	
X2537	Turtle Creek Mortgage	\$1,146.96	
X2539	Water Timbers	\$382.32	
X2543	Mystic Meadows	\$422.94	
X2610	Water time payment	\$970.14	
X3127	Brent Dr. Maint	\$6,000.29	
X3300	Combine Ct SAD	\$3,773.40	
	Winter Total	----- \$151,715.78	----- \$0.00
	Total for tax year	\$164,923.14	

IN TESTIMONY WHEREOF I HEREUNTO SET MY SEAL THIS 30 DAY OF SEPTEMBER 2020

CLERK Tammy L. Beal

Tammy L. Beal

Marion Township
2020 - Summer Special Assessments

6/15/2020

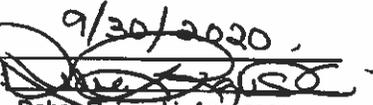
<u>Code</u>	<u>Name</u>	<u>Totals</u>
3159	Parker Dr Road Maint.	\$5,267.26
3128	Love's Creek Snow	\$2,655.05
3133	Rurik Snow Plowing	\$5,285.05
	Grand Total	\$13,207.36

Supervisor Signature

Jammy R. Beal
Clerk Signature

**Genoa Charter Township
2020 Special Assessments**

	District Code	District Name	Yrs Levied	Start Date	Interest Rate	Total Levy
	X0004	White Pines St. Lighting				\$773.26
	X0012	Refuse				\$1,030,660.00
Final	X1100	Pardee Lake 4 Weed Control	5 yrs.	2016	0%	\$24,790.65
Final	X1101	Grand Beach Weed Control	5 yrs.	2016	0%	\$8,936.00
	X1103	Chemung Lk Weed '17 Winter	5 yrs.	2017	0%	\$64,383.70
Final	X2034	Dorr Rd. Swr & Wtr	20 yrs.	2001	5.79%	\$22,348.17
	X2050	Oak Pointe Usage				\$48,649.88
	X2083	Grand River Sewer Gap	20 yrs.	2004	5%	\$11,868.98
	X2092	Hidden Ponds Sewer	20 yrs.	2005	2%	\$18,404.48
	X2113	O.P. Swr/Wtr Expansion	15 yrs.	2007	5%	\$41,800.54
	X2210	Lk.Egewood Usage				\$20,583.63
	X2220	Pine Creek Usage				\$8,056.07
	X2504	Brighton City Usage				\$2,738.72
	X2514	MHOG Usage				\$84,697.50
Final	X2676	Swr/Wtr Connection Fees 2016	5 yrs.	2016	0.00%	\$7,275.27
Summer-Final	X3176	Hillandale Road Imp.	3 yrs.	2018	0.00%	\$6,741.81
Summer	X3185	Elmhurst Road Imp.	7 yrs.	2020	2.00%	\$9,763.20
Summer	X3199	Edwin Dr. Road Imp.	5 yrs.	2019	0.00%	\$3,797.70
	X3200	Red Oaks Road Imp.	10 yrs	2013	0.00%	\$53,390.59
	X3217	Novel Estates Road Imp.	8 yrs	2018	0.00%	\$11,590.62
	X3218	Earl Lake Road Imp.	8 yrs	2018	0.00%	\$19,512.90
	X3219	Fendt Drive Road Imp.	5 yrs.	2018	0.00%	\$87,485.51
	X3311	Timberview Road Imp	6 yrs	2017	0.00%	\$33,241.69
Summer-Final	X3504	Grand Oaks Road Imp.	5 yrs.	2016	0.00%	\$73,977.90
Summer-Final	X3505	Homestead Road Imp	5 yrs.	2016	0.00%	\$34,267.20
	X3996	Sundance Trail Road Imp	6 yrs	2016	0.00%	\$23,304.98
Summer-Final	X3997	Sunrise Park Road Imp	5 yrs.	2016	0.00%	\$83,458.77
Summer	X3998	E. Coon Lake Trail Road Imp	6 yrs	2016	0.00%	\$18,382.35
Summer	X4411	E/W Crooked Lake Weed	5 yrs.	2018	0.00%	\$19,534.80
					Sub-Total =	\$1,874,416.87
		County Drains:				
	X20007	Brighton Genoa				\$1,884.96
	XM1906	Genoa-Oceola		FINAL		\$13,599.34
	X20032	Grand Beach				\$2,000.00
	X20049	Howell & Cohoctah				\$2,785.38
	X20077	Pebble Creek				\$1,120.00
	X20079	Pine Creek Ridge No. 6				\$972.50
	XM1101	Sunrise Park		FINAL		\$30,357.83
	XM1709	Walnut Hills		FINAL		\$12,444.62
	X20093	Woodland Springs of Lk Chemung				\$1,120.00
	XL2010	West Crooked Lk Lake Level				\$8,443.51
					Total Levy =	\$1,949,145.01
					Twp Drain @ Large	\$33,432.16
					Grand Total	\$1,982,577.17

Date: 9/30/2020
 Signed: 
 Debra Rajewski, Assessor

**Genoa Charter Township
2020 Special Assessments**

Summer

	District Code	District Name	Yrs Levied	Start Date	Interest Rate	Total Levy
	X0004	White Pines St. Lighting				\$0.00
	X0012	Refuse				\$0.00
Final	X1100	Pardee Lake 4 Weed Control	5 yrs.	2016	0%	\$0.00
Final	X1101	Grand Beach Weed Control	5 yrs.	2016	0%	\$0.00
	X1103	Chemung Lk Weed '17 Winter	5 yrs.	2017	0%	\$0.00
Final	X2034	Dorr Rd. Swr & Wtr	20 yrs.	2001	5.79%	\$0.00
	X2050	Oak Pointe Usage				\$0.00
	X2083	Grand River Sewer Gap	20 yrs.	2004	5%	\$0.00
	X2092	Hidden Ponds Sewer	20 yrs.	2005	2%	\$0.00
	X2113	O.P. Swr/Wtr Expansion	15 yrs.	2007	5%	\$0.00
	X2210	Lk.Egewood Usage				\$0.00
	X2220	Pine Creek Usage				\$0.00
	X2504	Brighton City Usage				\$0.00
	X2514	MHOG Usage				\$0.00
Final	X2676	Swr/Wtr Connection Fees 2016	5 yrs.	2016	0.00%	\$0.00
Summer-Final	X3176	Hillandale Road Imp.	3 yrs.	2018	0.00%	\$6,741.81
Summer	X3185	Elmhurst Road Imp.	7 yrs.	2020	2.00%	\$9,763.20
Summer	X3199	Edwin Dr. Road Imp.	5 yrs.	2019	0.00%	\$3,797.70
	X3200	Red Oaks Road Imp.	10 yrs	2013	0.00%	\$0.00
	X3217	Novel Estates Road Imp.	8 yrs	2018	0.00%	\$0.00
	X3218	Earl Lake Road Imp.	8 yrs	2018	0.00%	\$0.00
	X3219	Fendt Drive Road Imp.	5 yrs.	2018	0.00%	\$0.00
	X3311	Timberview Road Imp	6 yrs	2017	0.00%	\$0.00
Summer-Final	X3504	Grand Oaks Road Imp.	5 yrs.	2016	0.00%	\$73,977.90
Summer-Final	X3505	Homestead Road Imp	5 yrs.	2016	0.00%	\$34,267.20
	X3996	Sundance Trail Road Imp	6 yrs	2016	0.00%	\$0.00
Summer-Final	X3997	Sunrise Park Road Imp	5 yrs.	2016	0.00%	\$83,458.77
Summer	X3998	E. Coon Lake Trail Road Imp	6 yrs	2016	0.00%	\$18,382.35
Summer	X4411	EW Crooked Lake Weed	5 yrs.	2018	0.00%	\$19,534.80
					Sub-Total =	\$249,923.73
		County Drains:				
	X19002	Birkenstock Farms				\$0.00
	X19016	Eagles at Forest Ponds				\$0.00
	X19019	Genoa No. 10				\$0.00
	XL1910	West Crooked Lake Lake Level				\$0.00
	XM1101	Sunrise Park	10 of 10			\$0.00
	XM1709	Walnut Hills	4 of 4			\$0.00
	XM1906	Genoa-Oceola				\$0.00
					Total Levy =	\$249,923.73
					Twp Drain @ Large	\$0.00
					Grand Total	\$249,923.73

Date: _____
 Signed: _____
 Paulette A. Skolarus, Clerk

SPECIAL ASSESSMENT TOTALS 2020

9/30/2020

COUNTY TAX CODE	SPECIAL ASSESSMENT NAME	PRINCIPAL	INTEREST	TOTAL BILLED
X0004	LTS-ALGER PINES	\$655.38		\$655.38
X0009	WOODLAND LAKE AQUATIC	\$65,916.48		\$65,916.48
X0021	W/A RUBBISH	\$49,170.24		\$49,170.24
X0025	RAVENSWOOD RUBBISH	\$26,250.25		\$26,250.25
X0029	CLARK LAKE AQUATIC	\$11,175.00		\$11,175.00
X0047	DLQ CAP CHARGE	\$5,273.35		\$5,273.35
X0048	DLQ O & M UTILITY	\$57,475.95		\$57,475.95
X0060	LTS-BCC DONALD	\$218.36		\$218.36
X0061	LTS-BCCA	\$10,709.02		\$10,709.02
X0062	LTS-BRANDYWINE	\$655.77		\$655.77
X0063	LTS-BRI GARDEN	\$867.11		\$867.11
X0064	LTS-DEMARIA	\$355.56		\$355.56
X0065	LTS-EAGLE HTS	\$355.58		\$355.58
X0067	LTS-HARVEST	\$655.84		\$655.84
X0068	LTS-MAPLE	\$355.49		\$355.49
X0069	LTS-OAKS BEACH	\$1,967.15		\$1,967.15
X0070	LTS-RAVENSWOOD	\$711.43		\$711.43
X0071	LTS-SHENANDOAH	\$1,010.95		\$1,010.95
X0072	LTS-SHENPOND	\$327.54		\$327.54
X0073	LTS-GRNPTE	\$656.24		\$656.24
X0074	LTS-GRNSHRS	\$866.38		\$866.38
X0091	SCHOOL LAKE AQUATIC	\$12,090.00		\$12,090.00
X2086	SPENCER TAP-IN 592	\$12,654.02	\$3,182.72	\$15,836.74
X2087	SPENCER SEWER 593	\$21,371.14	\$4,914.41	\$26,285.55
X2153	32-300-076 SEWER	\$3,693.60	\$1,279.83	\$4,973.43
X2157	33-302-029 SEWER	\$923.40	\$355.51	\$1,278.91
X2553	WDLK LK DAM/AQUATIC	\$81,250.00		\$81,250.00
X2576	32-300-076 WATER	\$2,565.00	\$888.77	\$3,453.77
X2605	32-300-024 WATER	\$8,208.00	\$2,844.07	\$11,052.07
X3003	DON/STUH ROAD MAINT	\$1,560.00		\$1,560.00
X3077	TRACEY LN RD MAINT	\$9,747.60		\$9,747.60
X3078	KENDOR RD MAINT	\$4,950.00		\$4,950.00
X3107	RIDGECREST RD MAINT	\$3,250.00		\$3,250.00
X3118	BIRCHCREST RD MAINT	\$8,264.06		\$8,264.06
X3157	DEMARIA WEST ROAD IMPR	\$34,627.25	\$5,500.88	\$40,128.13
X3164	BITTEN DR RD MAINT	\$7,000.00		\$7,000.00
X3165	BEN HUR FARMS RD MAINT	\$4,620.46		\$4,620.46
X3182	SHENANDOAH/SHENANDOAH POND RD PAVING	\$99,293.80	\$14,086.96	\$113,380.76
X3213	MEADOWOOD SUB RD PAVING	\$40,425.00	\$5,708.50	\$46,133.50
X3227	WHITE TAIL RUN RD MAINT	\$2,520.00		\$2,520.00
X4012	FONDA LAKE AQUATIC	\$8,100.00		\$8,100.00
X20005	BRANDYWINE FARMS - DRAIN	\$2,000.00		\$2,000.00
X20007	BRIGHTON GENOA - DRAIN	\$715.04		\$715.04
X20072	MAPLE RIDGE - DRAIN	\$1,400.00		\$1,400.00
XS2001	OAKS AT BEACH LAKE O & M - DRAIN	\$14,856.75		\$14,856.75
XS2003	DEER CREEK O&M - DRAIN	\$11,732.28		\$11,732.28
XS2004	EAGLE RAVINE O&M - DRAIN	\$7,209.52		\$7,209.52
XS2008	LONG LAKE PINES O & M- DRAIN	\$2,279.72		\$2,279.72
XS2009	ORCHARD ESTATES O & M- DRAIN	\$13,492.65		\$13,492.65
	TOTALS	\$656,428.36	\$13,465.31	\$695,190.01

Stacy A Kaliszewski
 Prepared By: Stacy A Kaliszewski, Brighton Township Assessor

9/30/2020
 Date

[Signature]
 Certified by: Joseph Riker, Brighton Township Clerk

9/30/2020
 Date

LIVINGSTON COUNTY TAX
 RATES TO BE LEVIED FOR
 THE YEAR 2020

Unit: Unadilla Township

Special Assessments	Year	Township at Large	Property
XM1806 UNADILLA STOCKBRIDGE	2020	\$3,750.00	\$ 5,684.50
X20056 IOSCO NO 2	2020	\$1,320.57	\$ 2,060.53
XL2003 HI-LAND LAKE LEVEL	2020	0	\$ 2,624.89
X2041 GREGORY SEWER	2020		\$ 33,260.66
X2088 DELINQ SEWER O&M	2020		\$ 34,622.29
X2004 STREET LIGHTS	2020		\$ 14,167.00
TOTALS		\$5,070.57	\$ 92,419.87

IN TESTIMONY WHEREOF I
 HEREUNTO SET MY SEAL

THIS 29TH. DAY OF
SEPTEMBER 2020

CLERK: *Linda Topping*

PUTNAM TOWNSHIP 2020

DISTRICT NUMBER	DISTRICT NAME	AMOUNT Township	TO BE LEVIED Property
X0002	Portage Baseline Lake Sewer O&M		\$10,664.50
X0038	Multi-Lakes Sewer O&M		\$15,352.55
X3214	Sarah Dr Road Improvement		\$12,831.07
X4024	Chain of Lakes Improvement Project		\$56,418.00
XL2003	Hi-Land Lake Level		\$7,095.68
XL2007	Portage Baseline Lake Level		\$6,606.20
XS2005	Portage Bay Highlands O&M		\$18,314.64
X20042	Hanes	\$750.00	\$1,200.00
X20065	Livingston No. 13	\$3,410.55	\$5,295.96
XM1908	Livingston No. 13 (Culvert)		\$1,465.44

	\$4,160.55	\$135,244.04	TOTAL \$139,404.59
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I certify that the Special Assessments listed are the proper amounts for each district as of September 29, 2020.



 Sally D. Guyon, CMC
 Putnam Township Clerk

**RESOLUTION
HAMBURG TOWNSHIP
2020 TAX LEVIES**

At a Special Board Meeting of the Hamburg Township Board of Trustees, held at the Hamburg Township Hall located at 10405 Merrill Road, Hamburg Township, Livingston County, Michigan on Monday September 28, 2020 there were:

PRESENT: Hohl, Dolan, Negri, Menzies, Hahn, Hughes

ABSENT: Koeble

Resolution moved by Negri, and supported by Hughes to adopt the following.

NOW THEREFORE BE IT RESOLVED that the Hamburg Township Board hereby authorizes the Levy of Mills on the 2020 taxes, broken down as follows:

Allocated Operating	0.8143 mills
Police Fund	2.4645 mills
Fire Fund	1.7072 mills
Library	0.7717 mills
Roads	0.9755 mills
TOTAL:	6.7332 mills

BE IT FURTHER RESOLVED that the following amounts are levied to be included on the December 2020 tax bills for Special Assessment Districts in the Township:

ROAD MAINTENANCE DISTRICTS			
X3780	Campbell Drive		2,638.24
X3008	Community Drive		3,185.38
X3009	Crystal Drive/Crystal Beach		4,763.47
X3139	Downing Drive		4,483.87
X3800	Edgelake/Burton Drives		270.05
X3760	Island Shore Road/Schlenker Drive		7,753.96
X3152	Kingston Drive		7,251.67
X3012	Norene-Peary		2,798.79
X3770	Riverside/Century/Lagoon & Radial Drives		17,485.78
X3634	Rustic/Lake Pointe Drives		3,587.53
X3633	Scott Drive		2,594.86
X3930	Winans Drive		9,112.18
	Sub Total		\$65,925.78
STREET LIGHTING & WEED CONTROL DISTRICTS			
X0004	Mumford Park Street Lighting		1,699.02
X4499	Lake Shan-Gri-La Aquatic Weed Control		3,956.23
X4016	Washtenaw LK. Improvement		224,751.00
	Sub Total		\$230,406.25

SEWER ASSESSMENTS			
X2053	Rush Lake		156,186.91
X2054	Oneida/M-36		19,041.41
X2055	Galatian		3,760.05
X2056	Contract S.A.D 2004		25,468.82
X2062	Contract S.A.D 2001		25,439.94
X2112	Contract S.A.D. 2006		3,212.82
X2115	Contract S.A.D. 2006 Purcell		798.55
X2119	Contract S.A.D.NIMS20		3,668.84
X2063	Whitewood/Cornwell/Gallagher		99,617.15
X2064	Buck Lake		51,478.17
X2065	Towering Pines		10,685.76
X2066	Mary Ann Drive		4,112.29
X2565	Water Phase 1 2008		83,386.69
	Sub Total		\$486,857.40
DELINQUENT SEWER OPERATION/MAINTENANCE			
X015	Hamburg Village		9,731.41
X015	Ore Lake		34,031.94
X015PL	Portage Lake		18,795.87
X015	Strawberry Lake		125,787.05
X015	Winans Lake		6,541.27
X015	Outside Established Districts		53,575.50
X015	Riverview/Fernlands		11,562.44
	Sub Total		\$260,025.48
ROAD IMPROVEMENTS			
X3093	Buhl Drive Road Improvement		475.70
X3129	Indianola/Gallagher Area Road Improvement		26,031.89
X3228	Downing Drive		8,457.50
X3229	Edgelake & Burton Drive		20,277.18
X3230	Bob White Beach Blvd		15,376.20
X3231	Oneida Way		6,322.00
X3232	Arrowhead		118,010.94
X3233	Tamarack Drive North		11,585.50
X3234	Towering Pines		17,238.34
X3235	Far Ravine Drive		14,704.41
X3236	Tamarack Lake Subdivision		29,968.19
X3237	Lawrence Court		18,252.32
X3238	Shadow Woods		28,351.44
X3239	Tara Glen Sub 1 & 2		45,889.64
X3240	Louis Lane		18,252.24
	Sub Total		379,193.49
DRAIN ASSESSMENT		TOWNSHIP	PROPERTIES
X20020	Copper Cove	437.50	700.00
X20065	Livingston No 13	523.14	174.88
X20078	Pheasant Brook Village	1250.00	2000.00
X20079	Pine Ridge Creek	656.44	1087.50
X20085	Sunny Ridge	750.00	1200.00
XM2006	Valley Forge 202	10420.67	16325.27
XL2007	Portage Baseline		7424.60
	Sub Total	\$ 14,037.75	\$ 28,912.25

	CANAL DREDGING		
X2057	Mumford Park		3,085.74
	Sub Total		\$3085.74
	MISC.		
X2132	Sewer A/R		472.50
X015	Delinquent Misc. (Water)		1,273.55
X2574	LCWA		344.00
	Sub Total		\$ 2090.05
	GRAND TOTAL	\$14,037.75	\$1,456,496.44

A roll call vote was taken as follows:

AYES: Hohl, Dolan, Negri, Menzies, Hahn, Hughes

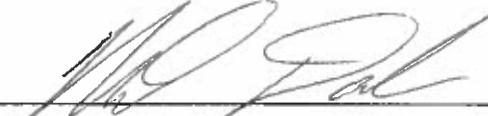
NAYS: None

ABSENT: Koeble

RESOLUTION DECLARED Adopted

CERTIFICATION

I, MICHAEL DOLAN, being the duly elected Clerk of the Township of Hamburg, County of Livingston, State of Michigan, do hereby certify that (1) the foregoing to be a true and complete copy of a Resolution duly adopted by the Township Board, and the vote taken thereon, at the meeting described in the introductory paragraph, at which a quorum was present and remained throughout; (2) the original of such resolution is on file in the records in my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and have been or will be made available as required thereby.

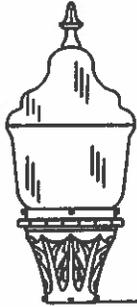

 Michael Dolan, Clerk
 Hamburg Township
 10405 Merrill Rd.
 P.O. Box 157
 Hamburg, MI 48139

Dated: 09/28/2020

2019 Special Assessments

LIVINGSTON COUNTY TAX RATES TO BE LEVIED FOR THE YEAR 2020
UNIT: GREEN OAK CHARTER TOWNSHIP

<u>DISTRICT</u>	<u>Completed</u>	<u>Code</u>	<u>Total Levy</u>	
<u>Sewers</u>				
Grand River Sewer District		X2042	\$ 71,945.46	
Island Lake Sewer District		X2043	\$ 130,179.60	
Academy Drive Sewer District		X2044	\$ 37,787.80	
Hidden Lakes Phase III		X2048	\$ 17,308.22	
West Fonda Lake Sewer District		X2049	\$ 43,392.60	
U. S. 23 Sewer District		X2061	\$ 254,896.16	
Briggs Lake 1		X2078	\$ 12,140.80	
Briggs Lake 2		X2079	\$ 5,311.60	
US 23 & McCabe		X2080	\$ 7,588.00	
Hidden Lakes Phase IV		X2081	\$ 97,211.97	
Academy Drive 2		X2082	\$ 13,615.56	
Grand River II Sewer		X2099	\$ 17,414.83	
Nichwagh Ridge Condo Septic		X2162	\$ 13,073.70	\$721,866.30
<u>Water</u>				
Whitmore Lake Improvement		X0049	\$ 3,256.00	
Main Water District #1		X2549	\$ 269,465.47	
Water District-Saxony #2		X2550	\$ 29,083.68	
Water District-Artisan #3		X2551	\$ 12,160.72	
Briggs Lake WC		X2572	\$ 17,064.00	
Fonda Lake Weed Control		X2575	\$ 12,420.00	\$ 343,449.87
<u>Roads</u>				
Pleasant View Road		X3123	\$ 25,423.10	
Hillside Lakes of Brighton Road		X3135	\$ 35,919.00	
Riverside Road Maintenance III		X3144	\$ 3,974.94	
Huron River Drive Road Imp		X3145	\$ 5,247.99	
Hidden Lake Road Improvement		X3146	\$ 87,149.26	
Post Lane Road		X3155	\$ 16,245.69	
Nichewagh Lake Estates		X3162	\$ 47,734.96	
Northdale 1,2, & 3		X3163	\$ 57,144.82	
Horizon Hills Road		X3166	\$ 21,428.96	
Northdale 4 Road		X3167	\$ 17,426.23	
Lake Oak Farms 1 & 2		X3191	\$ 31,525.20	
Richards Drive Road		X3202	\$ 12,969.57	
Rolling Green Road		X3216	\$ 25,566.50	
Kinyon-Oakalla Road		X3317	\$ 42,002.09	
Meadows Road		X3318	\$ 27,864.50	\$457,622.81
<u>Street Lights</u>				
Windcrest		X0022	\$ 1,839.76	
Saxony		X0023	\$ 8,295.35	
Silver Pines		X0024	\$ 333.00	
Abby Knoll		X0043	\$ 51.80	
Fisher's Glen		X0044	\$ 218.30	
Southerby Square		X0045	\$ 199.80	
Hodge's Green II		X0046	\$ 199.80	\$11,137.81
<u>Drains-County</u>				
Nichwagh Lake Level	XL1906	XL2006	\$ 5,772.13	Sent by Drain Comm
Whitmore Lake Level	XL1911	XL2011	\$ 2,808.47	Sent by Drain Comm
Greenock Hills O&M	XS1902	XS2002	\$ 16,159.57	Sent by Drain Comm
Sandy Creek O&M	XS1906	XS2006	\$ 9,739.71	Sent by Drain Comm
Nichwagh Lake Bond		X4018	\$ 78,141.21	Sent by Drain Comm
Sandy Creek Debt		XSM131	\$ 3,106.63	Sent by Drain Comm
Greenock Hills S		XSM141	\$ 12,694.50	
Doubletree		X20023	\$ 1,200.00	
Valley Forge		XM2006	\$ 182.40	\$ 129,804.62 Sent by Drain Comm
<u>Delinquent Sewer & Water</u>				
Delinquent Cost Recovery Billings		X0037	\$ 6,259.00	
High Hill Arbor Delq UB		X0123	\$ 1,613.39	
Willow Woods Delq UB		X0125	\$ 398.95	
Northfield Sewer		X2027	\$ 27,992.72	Per Northfield Township
Hamburg Sewer		X2032	\$ 1,573.67	Per Hamburg Township
Reicks Sewer		X2067	\$ 1,825.00	
Hidden Lake Sewer		X2068	\$ 4,893.03	
Saxony Water		X2069	\$ 18,580.59	
Arbor Meadow Delq		X2072	\$ 2,569.01	
Commercial Delq		X2073	\$ 88,026.39	
Master Sewer Delq		X2074	\$ 45,570.59	\$ 199,302.34
Total			\$ 1,863,183.75	\$1,863,183.75



**HOWELL
MICHIGAN**

611 E. Grand River • Howell, MI 48843

(517) 546-3502 • FAX: (517) 546-6030

City of Howell Special Assessments to be levied:

X0006S	Misc. Assessment	\$4,975.00
X0010S	Annual Sidewalk	\$571.79
X0015S	Water & Sewer	\$5,016.14
X2006S	95 Sewer S/A	\$428.40
X2512S	95 Water S/A	\$265.91
XL2009	Thompson lake Level	\$961.23
X2174	MHOG Delinquent	\$909.07

In Testimony Whereof I Hereunto Set My Seal The 22nd day of September 2020

Jane Cartwright
City Clerk/HR Director
City of Howell



City of Brighton

Assessing

SPECIAL ASSESSMENTS TO BE LEVIED FOR THE YEAR 2020 591 REPORT

TAXABLE VALUE: \$487,580,825

SPECIAL ASSESSMENTS	
<i>(As of 2019 the City of Brighton does special assessments on the July tax bills only.)</i>	
X0017 DELINQUENT UTILITY	81,970.76
X0080 PTA PENALTY	2,160.00
X0200 FALSE ALARM FINE	863.50
X3084 CHALLIS SAD	126,036.19
X3085 CROSS SAD	38,768.25
X3129 ORNDORF SAD	15,600.95
X0081 WEED ORD	0.00
TOTAL 2020 SAD	265,399.65

IN TESTIMONY WHEREOF I HEREUNTO SET MY SEAL

THIS 16th DAY OF June, 2020

CLERK

Tara Brown, Clerk

Village of Fowlerville

213 S Grand Ave
Fowlerville, MI 48836

Michelle Lamb-Treasurer

517-223-3771 x 15
mlamb@fowlerville.org

Special Assessment Amounts

DEL UB-F, DLQ UT	\$ 42,470.66
DEL UB-M, DLQ UT	\$ 690.61
X2166, PHEASANT RUN	\$ 10,922.38
VIOLA, ORDINANCE	\$ 242.00
TOTAL	\$ 54,325.65

Village of Pinckney
Special Assessments
Summer, 2020

X0051	Mowing	738.78
X0058	Sidewalk Replacement	100.00
X0089	Delinquent Refuse	20,553.33
X0090	Delinquent Refuse Penalty	2,185.79
X2121	Delinquent Sewer	59,411.47
X2124	Delinquent Sewer Penalty	6,273.09
X2131	RH Sewer SAD	4,084.80
X2569	Delinquent Water	24,937.00
X2570	Delinquent Water Penalty	2,847.04
X2573	RH Water SAD	407.10
	Total	\$121,538.40



Michelle Brunner, Treasurer

RESOLUTION

NO: 2020-10-243

LIVINGSTON COUNTY

DATE: October 13, 2020

A Tribute Resolution Commending Kathleen Lomako, Executive Director of the Southeast Michigan Council of Governments, on the Occasion of Her Retirement

WHEREAS, Kathleen Lomako, Executive Director of the Southeast Michigan Council of Governments (SEMCOG), retires on October 30, after completing outstanding leadership to SEMCOG and the Southeast Michigan region for forty-two years; and

WHEREAS, Kathleen through her advocacy in Lansing and Washington, has represented the legislative and transportation policies, and issues of importance to Southeast Michigan; and

WHEREAS, through Kathleen’s leadership of regional multi-community engagement, SEMCOG partners with local governments to develop regional solutions that go beyond the boundaries of individual local governments; and

WHEREAS, through her leadership SEMCOG has assisted local governments in the Southeast Michigan Region make informed decisions on a variety of community and regional issues including transportation, water quality, air quality, solid waste, land use, community and economic development and data analysis; and

WHEREAS, through her invaluable leadership contributions, SEMCOG has assisted local governments revitalize communities and protect the health, safety and welfare of residents through many quality of life measures; and

WHEREAS, Kathleen has earned the admiration and respect of government leaders in Michigan and beyond for her invaluable contributions to Livingston County, and the Southeast Michigan Region; and

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners express respect and admiration to Kathleen Lomako for her significant professional achievements, and gratitude for each of her beneficial regional, state and national leadership roles and the exemplary programs of SEMCOG under her leadership, which have a lasting positive impact on Livingston County.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners congratulate Kathleen Lomako on forty-two years of service to the Southeast Michigan Region and wishes her continued success in her retirement.

#

**MOVED:
SECONDED:
CARRIED:**

RESOLUTION

NO: 2020-10-244

LIVINGSTON COUNTY

DATE: October 13, 2020

Resolution Rescinding Mandatory Use of Face Coverings - Board of Commissioners

WHEREAS, the Board of Commissioners previously approved resolution 2020-05-138 (Resolution Approving the Livingston County COVID-19 Preparedness and Response Plan); and

WHEREAS, in order to place Livingston County in compliance with executive orders issued by the Michigan Governor, this plan included the mandatory use of face coverings by County employees and by visitors to County facilities; and

WHEREAS, on 10/2/20, the Supreme Court ruled on the legality of the Governor’s Executive Orders when it issued its opinion regarding CERTIFIED QUESTIONS FROM THE UNITED STATES DISTRICT COURT, WESTERN DISTRICT OF MICHIGAN, SOUTHERN DIVISION (MIDWEST INSTITUTE OF HEALTH, PLLC v GOVERNOR) Docket No. 161492; and

WHEREAS, in a unanimous decision the Supreme Court ruled, “The Governor did not have authority after April 30, 2020, to issue or renew any executive orders related to the COVID19 pandemic under the EMA.” (Emergency Management Act of 1976). A majority of the Court also ruled, “The Governor did not possess the authority to exercise emergency powers under the EPGA because the act unlawfully delegates legislative power to the executive branch in violation of the Michigan Constitution.” (Emergency Powers of the Governor Act of 1945); and

WHEREAS, it is now clear that the Board of Commissioners prior approval of mandatory face coverings was predicated upon unconstitutional orders issued by the Governor of Michigan.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby rescinds its approval of those portions of the Livingston County COVID-19 Preparedness and Response Plan requiring, under the terms of the Plan, mandatory use of face coverings for citizens visiting county facilities. This action only applies to Board of Commissioner’s the approval of the Livingston County COVID-19 Preparedness and Response Plan and does not supersede or effect any requirement imposed by valid Federal, State or Local order/law nor does it act to supplant or supersede the legal authority granted to individual County elected officials.

BE IT FURTHER RESOLVED this resolution does not prevent a citizen, from voluntarily wearing a face covering, and that the Board of Commissioners encourages all citizens to voluntarily comply with guidelines established to mitigate the spread of COVID19. We also encourage the Governor and Legislature to develop statewide policies that effectively preserve our liberties, mitigate the spread of COVID, and return our economic vitality.

#

**MOVED:
SECONDED:
CARRIED:**

Resolution Rescinding Mandatory Use of Face Coverings – Background Information

1. Earlier this year the Board of Commissioners approved the Livingston County COVID-19 Preparedness and Response Plan. There are many elements of this plan, including mandatory face coverings. Here are some of them:
 - a. Keeping employees 6 feet apart
 - b. Limit the number of people in elevators, bathrooms, meeting spaces, break areas, locker rooms, and other common spaces
 - c. Encourage employees to remain in their assigned work areas as much as possible
 - d. Prevent employees from driving together in the same vehicle
 - e. Implement telework and staggered shifts
 - f. Use videoconferencing or teleconferencing when possible for work-related meetings and gatherings.
 - g. Increase cleaning and sanitizing
 - h. Create physical barriers
 - i. Workplace communication and training
 - j. Health monitoring
 - k. Flexible leave
 - l. Actively encourage sick employees to stay home

2. Other COVID countermeasures include hiring an epidemiologist and approving increased funding for COVID mitigation.

3. COVID performance: Livingston County vs. Statewide (as of October 3, 2020)

	Livingston	Statewide	
Case fatality rate	2.4%	5.3%	
Total confirmed deaths	30	6801	
Deaths occurring in nursing home	18	n/a	
Deaths occurring outside of nursing home	12	n/a	
Per capita death rate	0.000156	0.00068	
Death rate per 100,000	15.6	68	
Death rate per 100,000 (not nursing home)	6.25	n/a	