

FINANCE COMMITTEE

AGENDA

March 3, 2021, 7:30 AM

Virtual Meeting Held in Accordance with Public Act 254 of 2020

Zoom Virtual Meeting

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

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

Pages

1. **CALL MEETING TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF MINUTES** 3
 - a. Meeting minutes dated: February 17, 2021
 - b. Closed Session Minutes dated: February 17, 2021
4. **TABLED ITEMS FROM PREVIOUS MEETINGS**
5. **APPROVAL OF AGENDA**
6. **CALL TO THE PUBLIC**
7. **REPORTS**
 - 7.1. **4th Quarter 2020 Employee Recognition**

Allison Nalepa, Communications Specialist
 - 7.2. **Equalization Department**

Sue Bostwick, Equalization Department Director
8. **RESOLUTIONS FOR CONSIDERATION**
 - 8.1. **Emergency Medical Services** 7

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Resolution Authorizing Capital Expenditure for the Purchase of Six Replacement Buses

8.5.	LETS	33
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Resolution of Intent to Apply for Financial Assistance for Fiscal Year 2022 Under Act 51 of the Public Acts of 1951, as Amended

9. CLAIMS

Dated: March 3, 2021

10. PREAUTHORIZED

Dated: February 12 through February 25, 2021

11. CALL TO THE PUBLIC

12. ADJOURNMENT

FINANCE COMMITTEE

MEETING MINUTES

February 17, 2021, 7:30 a.m.

Virtual Meeting Held in Accordance with Public Act 254 of 2020

Zoom Virtual Meeting

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

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

Members Present Douglas Helzerman, Brenda Plank, Carol Sue Reader, Wes Nakagiri, Jay Drick, Mitchell Zajac, Carol Griffith, and Jay Gross

Members Absent Kate Lawrence

1. CALL MEETING TO ORDER

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

2. ROLL CALL

Indicated the presence of a quorum.

The following Board Members attended remotely as follows:

Douglas Helzerman, Handy Township, Michigan
Brenda Plank, Green Oak Township, Michigan
Carol Sue Reader, Deerfield Township, Michigan
Wes Nakagiri, Hartland Township, Michigan
Jay Drick, City of Howell, Michigan
Mitchell Zajac, City of Detroit, Michigan
Carol Griffith, Genoa Township, Michigan
Jay Gross, Green Oak Township, Michigan

3. APPROVAL OF MINUTES

Meeting minutes dated: February 3, 2021

Recommend Motion to the Board of Commissioners.

Moved by: J. Gross

Seconded by: C. Griffith

Yes (8): B. Plank, C. Reader, W. Nakagiri, D. Helzerman, J. Drick, M. Zajac, C. Griffith, and J. Gross

Absent (1): K. Lawrence

Motion Carried (8 to 0)

4. TABLED ITEMS FROM PREVIOUS MEETINGS

None.

5. APPROVAL OF AGENDA

Commissioner Griffith exited due to technical difficulties at 7:35 a.m.

Motion to approve the Agenda as presented.

Moved by: M. Zajac

Seconded by: C. Reader

Yes (7): B. Plank, C. Reader, W. Nakagiri, D. Helzerman, J. Drick, M. Zajac, and J. Gross

Absent (2): K. Lawrence , and C. Griffith

Motion Carried (7 to 0)

6. CALL TO THE PUBLIC

None.

7. REPORTS

7.1 Delinquent Tax Revolving Fund and Legislation Update

Jennifer Nash, Livingston County Treasurer, reviewed the purpose and status of the DTRF, as well as recent litigation and legislation involving the tax foreclosure process.

8. RESOLUTIONS FOR CONSIDERATION

8.1 Juvenile Court

Resolution Authorizing Agreements with Multiple Vendors to Provide Court Appointed Attorney Services - 44th Circuit Court – Juvenile Division

Debbie Shaw, Juvenile and Probate Court Administrator, presented the resolution and answered questions.

Recommend Motion to the Board of Commissioners.

Moved by: M. Zajac

Seconded by: D. Helzerman

Yes (8): B. Plank, C. Reader, W. Nakagiri, D. Helzerman, J. Drick, M. Zajac, C. Griffith, and J. Gross

Absent (1): K. Lawrence

Motion Carried (8 to 0)

8.2 Fiscal Services

Resolution Authorizing a Budget Amendment to Carry Forward Approved Prior Year Projects into the Fiscal Year 2021 Budget

Cindy Catanach, Financial Officer, presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: C. Griffith

Seconded by: J. Gross

Yes (8): B. Plank, C. Reader, W. Nakagiri, D. Helzerman, J. Drick, M. Zajac, C. Griffith, and J. Gross

Absent (1): K. Lawrence

9. CLAIMS

Dated: February 17, 2021

Recommend Motion to the Board of Commissioners.

Moved by: C. Griffith

Seconded by: J. Gross

Yes (8): B. Plank, C. Reader, W. Nakagiri, D. Helzerman, J. Drick, M. Zajac, C. Griffith, and J. Gross

Absent (1): K. Lawrence

Motion Carried (8 to 0)

10. PREAUTHORIZED

Dated: January 29 through February 11, 2021

Recommend Motion to the Board of Commissioners.

Moved by: C. Griffith

Seconded by: W. Nakagiri

Yes (8): B. Plank, C. Reader, W. Nakagiri, D. Helzerman, J. Drick, M. Zajac, C. Griffith, and J. Gross

Absent (1): K. Lawrence

Motion Carried (8 to 0)

11. CALL TO THE PUBLIC

None.

12. CLOSED SESSION

Consider Written Legal Opinion [MCL 15.268(h)]

Motion to recess to Closed Session at 8:40 a.m.

Moved by: C. Griffith

Seconded by: M. Zajac

Yes (8): B. Plank, C. Reader, W. Nakagiri, D. Helzerman, J. Drick, M. Zajac, C. Griffith, and J. Gross
Absent (1): K. Lawrence

Motion Carried (8 to 0)

Motion to return to Open Session at 9:26 a.m.

Moved by: D. Helzerman

Seconded by: M. Zajac

Yes (8): B. Plank, C. Reader, W. Nakagiri, D. Helzerman, J. Drick, M. Zajac, C. Griffith, and J. Gross
Absent (1): K. Lawrence

Motion Carried (8 to 0)

13. ADJOURNMENT

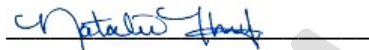
Motion to adjourn the meeting at 9:28 a.m.

Moved by: C. Griffith

Seconded by: D. Helzerman

Yes (8): B. Plank, C. Reader, W. Nakagiri, D. Helzerman, J. Drick, M. Zajac, C. Griffith, and J. Gross
Absent (1): K. Lawrence

Motion Carried (8 to 0)



Natalie Hunt, Recording Secretary

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing an Amendment to the Existing Lease Agreement with The Regents of The University of Michigan – Emergency Medical Services

WHEREAS, Livingston County has had a lease agreement with THE REGENTS OF THE UNIVERSITY OF MICHIGAN since June 12, 2012 for building and hangar space at the public safety complex; and

WHEREAS, It was discovered in early 2020 that neither party had been following the terms of the lease agreement and both parties have been in regular communications since; and

WHEREAS, After months of conversation and review of the operational expenses for said lease property THE REGENTS OF THE UNIVERSITY OF MICHIGAN have proposed an amendment to the lease; and,

WHEREAS, The lease amendment was reviewed by the EMS Director, County Administrator, and Chief Financial Officer who have all approved the amendment.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize the attached lease amendment with THE REGENTS OF THE UNIVERSITY OF MICHIGAN for the duration of the lease agreement after review and approval from legal counsel.

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

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MOVED:
SECONDED:
CARRIED:

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: 01/20/2021
Re: Resolution regarding U of M Lease Amendment

I have been in regular communication with a representative from THE REGENTS OF THE UNIVERSITY OF MICHIGAN since March of 2020 regarding the existing lease agreement for building and hangar space at the public safety complex.

Upon review we discovered that neither party had fulfilled their obligations under the lease including rent increases and reporting of actual operational cost. Under the existing agreement we are required to report operational costs annually and make adjustments to the additional rent based on those costs. To the best of our knowledge this has never occurred.

After months of review of years' worth of invoices Hilery DeHate and I met with several of their representatives. We were having trouble justifying the operational costs received as the lease does not outline them specifically and the process to come up with them is quite complex. The lease breaks the building out by percentages and only a portion of each expense was attributed to their portion of the operational cost. They made a recommendation that we consider a lease amendment to eliminate any confusion and simplify the process going forward.

They immediately began to pay the rent increase that we had identified that was past due along with past increases that had been missed. There was just no simple solution to the additional rent (operational expenses) calculation and it is next to impossible to go back and capture them accurately now.

I was very pleased with the proposed amendment as we were challenged justifying the past operational expenses. I believe this is a very generous offer based on that and it eliminates the need for complex calculations going forward. THE REGENTS OF THE UNIVERSITY OF MICHIGAN have been exceptional tenants and to lose them would be devastating to the EMS department financially.

As we were bringing this issue forward last month we discovered an issue with the foam fire suppression system in the hangar requiring a \$40,000.00 repair. Under the new lease agreement, we would not be able to charge the \$40,000 back to U of M because it is an operational expense that we would have been responsible for under a new fixed rate.

David Feldpausch
Director



Amy Chapman
Deputy Director

1911 Tooley Rd * Howell, MI 48855
Business (517) 546-6220 * Fax (517) 546-6788 * Emergency 911
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That sent us back to the negotiating table and we agreed to remove the foam fire suppression system from the operating costs and gained the ability to invoice those expenses back to them. After 3 more legal reviews we are now hopefully ready to bring this forward once again.

As a quick reminder this lease has U of M paying for the construction cost of their portion of the building “annual contribution”, their operational cost to operate it “Additional Rent” as well as renting the space from us “Rent” so it is a very good deal.

I realize that this is likely a complex topic and welcome any questions regarding this matter.

~~2012 LEASE PROVISIONS~~ REVISED LANGUAGE FOR 2021 AMENDMENT

4.1 Additional Rent: Tenant shall also pay to Landlord, as “Additional Rent”, Tenant’s ~~Pre Rata Shares~~share of the “Landlord’s Operating Expenses” (as defined below).~~—“Tenant’s Pre Rata Share” is 18.6% which is ratio of the number of square feet in the Premises (12,369 sf) to the number of square feet in the Building (66,500 sf).—~~ according to the following schedule:

<u>Lease Year</u>	<u>OpEx</u>	
	<u>Monthly</u>	<u>Annual</u>
<u>11/1/2013-10/31/2018</u>	<u>\$9,781.50</u>	<u>\$117,378.00</u>
<u>11/1/2018-10/31/2023</u>	<u>\$9,977.13</u>	<u>\$119,725.56</u>
<u>11/1/2023-10/31/2028</u>	<u>\$10,176.67</u>	<u>\$122,120.07</u>
<u>11/1/2028-10/31/2033</u>	<u>\$10,380.21</u>	<u>\$124,562.47</u>

Landlord’s Operating Expenses relate to the Premises, the Building and the real property on which the Building is located and are defined as: (a) all real property taxes if any coming due in the usual course of business during the lease term, exclusive of any taxable additions by persons other than Tenant (after the date of the lease); (b) water, sewer, electricity, gas, and other sources of power for heating, lighting, ventilating, or air-conditioning for the Building, ~~except when separately billed to Tenant~~; (c) janitorial services for the Common Areas and the Premises contracted for by Landlord, and/or wages, salaries, fringe benefits, and applicable taxes on the employer for such janitorial services performed by Landlord’s employees; (d) supplies consumed in connection with cleaning and general maintenance of the Common Areas and the Premises; (e) snow removal and exterior grounds care, including the new access road to the Airport; (f) installation and maintenance of exterior and Common Area signs identifying the Building and its tenants; (g) insurance premiums for the Building; (h) the annual amortized amount for any capital improvements (as defined in accordance with generally accepted accounting principles, except that, for purposes of this Section, capital improvements shall only include replacements and shall not include additions or upgrades beyond what is required by the final construction drawings and specifications for the Premises unless the same are made at the request of Tenant or required by applicable law or any government agency having jurisdiction over the Premises) made by Landlord to the Building (e.g., replacement of HVAC equipment) and the Common Areas (but excluding any depreciation or amortization of the initial costs of the Building or Site Improvements), all amortized over the useful life of the capital item on a straight line depreciation basis, computed in accordance with generally accepted accounting principles; (i) Landlord’s costs for providing maintenance, repair and replacements for the Premises pursuant to Section ~~9(b)~~9.2 of ~~this~~the Lease and (j) any of Landlord’s costs or obligations under the Airport Access Agreement.

Landlord's Operating Expenses excludes any costs for (1) maintenance, repair or replacement of the Building roof, exterior windows, exterior doors (except the ~~Hanger~~Hangar rolling door), floor, and walls; (2) building mechanical systems, including heating, air conditioning, ventilation, electrical and plumbing maintenance of the Building, except as set forth in Section 99.1(b) and (3) any capital expenditures, all of which are the Landlord's sole cost and responsibility under Section 9 of this Lease, except as set forth in the paragraph above. ~~Landlord grants Tenant the right to challenge on Landlord's behalf, either or both the assessed value and taxable value of the real property and Landlord shall cooperate with Tenant in obtaining and providing potentially relevant information as may be necessary or useful in pursuing the challenge.~~ The foregoing notwithstanding, Operating Expenses shall not include the cost of any maintenance, repair or replacement of any building component or equipment, nor the repair or replacement of any defects in materials and workmanship, that are covered by any warranty issued by any contractor, subcontractor, supplier or manufacturer.

~~The Additional Rent shall be computed on the basis of each calendar year and shall be adjusted at the end of each calendar year during the term. Tenant shall pay its Pro Rata Shares of operating expenses in monthly installments on or before the first day of each calendar month, in advance, in an amount estimated by Landlord. The estimated monthly Additional Rent for the first calendar year during the term is \$9,781.50. The parties acknowledge that this amount may vary significantly between the first lease year and later lease years as Tenant repair items arise in later lease years which are not covered by warranties issued by contractors, subcontractors, supplier or manufacturers in connection with the construction of the Building. Within 30 days after the end of each calendar year, Landlord shall furnish Tenant with a written statement itemizing Landlord's operating expenses for that calendar year and a written statement of the amount of Tenants' Pro Rata Share of the operating expenses. If the total amount paid by Tenant for the prior calendar year is less than the actual amount due from Tenant for that year, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due; if the total amount paid by Tenant for the prior calendar year exceeds the actual amount due from Tenant for that year, Tenant shall receive a refund of the excess from Landlord. Once per calendar year, Tenant has the right to audit Landlord's operating statement, related account ledgers, books and all other documentation used to compile the statement. If the Commencement Date is not the start of a calendar year, the Additional Rent shall be prorated on a daily basis and shall be paid pro rata, only for the pro rata period of actual occupancy. When the lease term has ended, including any month to month holdover under paragraph 26, and Tenant has vacated Premises at a time prior to the end of a calendar year, the Additional Rent shall be based upon the prior year's computation and shall be paid pro rata, only for the pro rata period of actual occupancy.~~

~~**5.0**~~ **5.0** **Utilities and Other Charges:** ~~The monthly rent under Section 4.0 above does not include any utilities. Tenant will pay all separately metered utility costs specific to the Premises, including all telephone and internet costs. The Survival Flight Hangar will be separately metered for all utilities and Tenant will be solely responsible for these utility costs. Tenant is responsible for 8.2% of the Utility Costs and other Charges for its portion of the Office Building including Tenant's share of the Common Areas that will be billed to Tenant as part~~ billed to the Premises.

All other utility costs are included in Tenant's Additional Rent payments made pursuant to Section 4.1 of the ~~Landlord's Operating Expenses~~ Lease.

9.1 Landlord's Obligations: Landlord, at its expense (~~other than~~excluding those expenses for which ~~can be billed to the~~ Tenant pays either as ~~Operating Expenses under~~ part of its monthly Additional Rent payment as set forth in Section 4.1, above, or mutually agreed to in advance and billed by separate invoice payable within 30 days), shall be responsible for all Building Common Areas and Premises maintenance and repairs, including, but not limited to, the following: (a) roof, exterior windows, exterior doors (except the Hanger rolling door), floor, and walls; (b) building mechanical systems, including heating, air conditioning, ventilation, electrical and plumbing; (c) Site grounds and parking lot, including snow and ice removal; (d) trash removal; (e) fire equipment/exit signs and (f) proximity card reader access system. Landlord shall provide janitorial service and supplies for the Building Common Areas, the external Common Areas and the Premises.

9.2 The Premises: Tenant shall be responsible for repair and maintenance due to damage caused by Tenant's negligence or willful misconduct. Tenant shall also be responsible for the costs of maintenance, repair of the Premises and every part thereof (except as set forth above regarding Landlord's structural obligations) including replacement as required. Landlord shall perform or contract for the repairs and maintenance to the Premises and ~~bill back~~ Tenant shall pay for ~~the~~such expenses when it pays its monthly Additional Rent payment as set forth in Section 4.1, above (as part of Landlord's operating expenses in Section 4.1 ~~or may be billed separately if an individual repair or maintenance item cost exceeds \$15,000~~). Landlord shall have the right to enter the Premises at all reasonable hours to inspect, maintain and improve the Premises provided the activities do not interfere with Tenant's business activities within the Premises, and other than in an emergency, Landlord provides reasonable prior notice of any entry into the Premises.

Document comparison by Workshare 10.0 on Tuesday, January 19, 2021
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Rendering set	Standard

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<u>Insertion</u>	
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Style change	
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Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Deletions	27
Moved from	0
Moved to	0
Style change	0
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Total changes	65

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease (“Amendment”) is made on _____, 2021, between **LIVINGSTON COUNTY** (“Landlord”) and **THE REGENTS OF THE UNIVERSITY OF MICHIGAN** (“Tenant”). Capitalized terms used herein but not defined shall be given the meanings assigned to them in the Lease.

RECITALS:

- A. Landlord and Tenant entered into a Lease Agreement dated June 12, 2012, as amended by that First Amendment to Lease dated April 28, 2020 (collectively, the “Lease”) pursuant to which Tenant leased, for a term of twenty years, certain hangar and office space (“Premises”) at the Emergency Medical Services building located at 1885 N. Tooley Road, Howell, Michigan (“Building”);
- B. Landlord and Tenant desire to modify the terms of the Lease as it relates to the amount of Additional Rent to be paid by Tenant; and
- C. Landlord and Tenant desire to confirm their understandings with regard to the amount of Additional Rent to be paid by Tenant, in accordance with the terms and conditions of this Amendment.

AGREEMENTS:

In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, Landlord and Tenant agree as follows:

- 1. **The Site Street Address:** The street address of the Site (as defined in Background Paragraph A) has been changed from 1885 Tooley Road to 1911 Tooley Road.
- 2. **Additional Rent:** Section 4.1 (*Additional Rent*) of the Lease is deleted in its entirety and replaced with the following:

Additional Rent: Tenant shall also pay to Landlord, as “Additional Rent”, Tenant’s share of “Landlord’s Operating Expenses” (as defined below) according to the following schedule:

Lease Year	OpEx	
	Monthly	Annual
11/1/2013-10/31/2018	\$9,781.50	\$117,378.00
11/1/2018-10/31/2023	\$9,977.13	\$119,725.56
11/1/2023-10/31/2028	\$10,176.67	\$122,120.07
11/1/2028-10/31/2033	\$10,380.21	\$124,562.47

Landlord’s Operating Expenses relate to the Premises, the Building and the real property on which the Building is located and are defined as: (a) all real property taxes if any coming due in the usual course of business during the lease term, exclusive of any taxable additions by persons other than Tenant (after the date of the lease); (b) water, sewer, electricity, gas,

and other sources of power for heating, lighting, ventilating, or air-conditioning for the Building; (c) janitorial services for the Common Areas and the Premises contracted for by Landlord, and/or wages, salaries, fringe benefits, and applicable taxes on the employer for such janitorial services performed by Landlord's employees; (d) supplies consumed in connection with cleaning and general maintenance of the Common Areas and the Premises; (e) snow removal and exterior grounds care, including the new access road to the Airport; (f) installation and maintenance of exterior and Common Area signs identifying the Building and its tenants; (g) insurance premiums for the Building; (h) the annual amortized amount for any capital improvements (as defined in accordance with generally accepted accounting principles, except that, for purposes of this Section, capital improvements shall only include replacements and shall not include additions or upgrades beyond what is required by the final construction drawings and specifications for the Premises unless the same are made at the request of Tenant or required by applicable law or any government agency having jurisdiction over the Premises) made by Landlord to the Building (e.g., replacement of HVAC equipment) and the Common Areas (but excluding any depreciation or amortization of the initial costs of the Building or Site Improvements), all amortized over the useful life of the capital item on a straight line depreciation basis, computed in accordance with generally accepted accounting principles; (i) Landlord's costs for providing maintenance, repair and replacements for the Premises pursuant to Section 9.2 of the Lease and (j) any of Landlord's costs or obligations under the Airport Access Agreement.

Landlord's Operating Expenses excludes any costs for (1) maintenance, repair or replacement of the Building roof, exterior windows, exterior doors (except the Hangar rolling door), floor, and walls; (2) building mechanical systems, including heating, air conditioning, ventilation, electrical and plumbing maintenance of the Building, except as set forth in Section 9.1(b) and (3) any capital expenditures, all of which are the Landlord's sole cost and responsibility under Section 9 of this Lease, except as set forth in the paragraph above. The foregoing notwithstanding, Operating Expenses shall not include the cost of any maintenance, repair or replacement of any building component or equipment, nor the repair or replacement of any defects in materials and workmanship, that are covered by any warranty issued by any contractor, subcontractor, supplier or manufacturer.

3. **Additional Rent Correction Payment:** The parties acknowledge that rather than paying the amounts set forth in the Additional Rent Schedule set forth in Section 2, above, for the period of time from November 1, 2013 through October 31, 2014, Tenant paid the Monthly Additional Rent payment of \$9,781.50 and for the period of time from November 1, 2014 through February 28, 2021, Tenant paid the Monthly Additional Rent payment of \$9,876.17 ("Payment Discrepancy"). The parties desire to recognize the Payment Discrepancy with a one-time payment from Tenant to Landlord in the amount of \$1,717.28, which Tenant shall make with its March 2021 Base Rent and Additional Rent payments. This amount is intended to correct the Payment Discrepancy.

4. **Foam Fire Suppression System Expenses.** Notwithstanding any other provision of the Lease as amended, Tenant shall pay to Landlord 100% of the costs incurred by Landlord to replenish the foam fire suppressant in the foam fire suppression system in the hangar portion of the Premises, as necessary for regular maintenance and any required upgrades to the foam fire suppression system in hangar portion of the Premises, which costs shall be paid within ninety (90) days of receipt of an invoice from the Landlord. Landlord shall provide thirty (30) days prior written notice to Tenant of replenishment of foam fire suppressant or any required upgrade work on the foam fire suppression system.

5. **Utilities and Other Charges.** Section 5.0 (*Utilities and Other Charges*) of the Lease is hereby deleted in its entirety and replaced with the following:

Utilities and Other Charges. Tenant will pay separately all telephone and internet costs separately billed to the Premises. All other utility costs are included in Tenant's Additional Rent payments made pursuant to Section 4.1 of the Lease.

6. **Maintenance and Repairs.** Section 9.1 (*Landlord's Obligations*) and Section 9.2 (*The Premises*) are hereby deleted in their entirety and replaced with the following:

9.1 Landlord's Obligations. Landlord, at its expense (excluding those expenses for which Tenant pays either as part of its monthly Additional Rent payment as set forth in Section 4.1, above, or mutually agreed to in advance and billed by separate invoice payable within 30 days), shall be responsible for all Building Common Areas and Premises maintenance and repairs, including but not limited to, the following: (a) roof, exterior windows, exterior doors (except the Hangar rolling door), floor, and walls; (b) building mechanical systems, including heating, air conditioning, ventilation, electrical and plumbing; (c) Site grounds and parking lot, including snow and ice removal; (d) trash removal; (e) fire equipment/exit signs and (f) proximity card reader access system. Landlord shall provide janitorial service and supplies for the Building Common Areas, the external Common Areas and the Premises.

9.2 The Premises: Tenant shall be responsible for repair and maintenance due to damage caused by Tenant's negligence or willful misconduct. Tenant shall also be responsible for the costs of maintenance, repair of the Premises and every part thereof (except as set forth above regarding Landlord's structural obligations) including replacement as required. Landlord shall perform or contract for the repairs and maintenance to the Premises and Tenant shall pay for such expenses when it pays its monthly Additional Rent payment as set forth in Section 4.1, above (as part of Landlord's operating expenses in Section 4.1). Landlord shall have the right to enter the Premises at all reasonable hours to inspect, maintain and improve the Premises provided the activities do not interfere with Tenant's business activities within the Premises, and other than in an emergency, Landlord provides reasonable prior notice of any entry into the Premises.

7. **Reaffirmation of Terms.** Except as expressly modified hereby, all of the terms, covenants and provisions of the Lease are hereby confirmed and ratified and shall remain unchanged and in full force and effect.

8. **Representations.** Tenant hereby represents and warrants to Landlord that: (i) Tenant is not in default of any of its obligations under the Lease and that such Lease is valid, binding and enforceable in accordance with its terms, (ii) Tenant has full power and authority to execute and perform this Second Amendment, and (iii) Tenant has taken all action necessary to authorize the execution and performance of this Second Amendment.

9. **Counterpart Copies.** This First Amendment may be executed in two or more counterpart copies, each of which shall be deemed to be an original and all of which counterparts shall have the same force and effect as if the parties hereto had executed a single copy of this Second Amendment.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this agreement as of the day and year first above written.

TENANT:

**THE REGENTS OF THE UNIVERSITY
OF MICHIGAN**

LANDLORD:

COUNTY OF LIVINGSTON

BY: _____
Kevin Hegarty

ITS: Executive Vice President and
Chief Financial Officer

BY: _____
Wesley J. Nakagiri

ITS: County Board of Commissioners
Chairperson

n:\client\livingston\ambulance (ems)\agreements\uofm regents lease\1885 tooley - 2nd amendment 2.8.21.docx

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing the Removal of Food Service License Fees for the Year 2021-Health Department

WHEREAS, each year the Livingston County Health Department (LCHD) charges licensing fees for food service facilities operating in Livingston County which contribute to offset a portion of food program expenses in combination with State funding; and

WHEREAS, since the beginning of the COVID-19 pandemic, food service facilities have been disproportionately affected by closures, indoor dining restrictions, and limited capacity; and

WHEREAS, many of our food service businesses are struggling financially as a direct result of COVID restrictions; and

WHEREAS, in an effort to support our local food service businesses, LCHD is requesting authorization to waive all licensing fee renewals for existing facilities for the year 2021; and

WHEREAS, the estimated amount of annual revenue received from licensing fees is \$335,000; and

WHEREAS, the reduction of department revenue from the waiver of local fees will be offset by supplemental State and Federal COVID response funding available due to a large portion of Health Department staff reassigned to COVID specific job functions. The current budgeted amount of State and Federal COVID response funding for 2021 is at least \$1,500,000; and

WHEREAS, this licensing fee removal will be one-time and non-precedent setting for the 2021 licensing year only.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize the Livingston County Health Department to waive food license fee renewals for existing facilities for the year 2021.

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

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY HEALTH DEPARTMENT

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

www.lchd.org

PERSONAL/PREVENTIVE HEALTH SERVICES

P: (517) 546-9850
F: (517) 546-6995

ENVIRONMENTAL HEALTH SERVICES

P: (517) 546-9858
F: (517) 546-9853

February 24, 2021

To: Livingston County Board of Commissioners

From: Matt Bolang, Deputy Health Officer/Director of Environmental Health

Re: Resolution to Remove Food Service License Fees for 2021

The COVID-19 pandemic has caused many of our local businesses to struggle during the past year due to mandated closures and capacity restrictions. None have been more adversely affected than our food service establishments. Our local restaurants have gone through periods of closure and indoor dining restrictions and many are struggling financially during this time.

In an effort to alleviate some of the financial burden of operating a restaurant, the attached resolution proposes to eliminate the collection of food licensing fees for existing facilities for the upcoming year. During normal years, the LCHD relies on the revenue generated from this local fee (\$335,000), along with our annual Essential Local Public Health Services contract funding (\$137,749), to support our food safety operations that include routine onsite inspections, education, reviewing plans for new construction, remodels, change of ownership, and the investigation of complaints and foodborne illness.

Due to many staff working in and being reassigned COVID specific roles and responsibilities, we are able to offset some of the operational costs with supplemental State and Federal COVID funding (estimated to be at least \$1.5M for 2021). If necessary, any additional budget shortfall will be made up through a contribution from our fund balance.

Given these unprecedented times, and to support our local food service businesses, I recommend approving this resolution.

If you have any questions regarding this matter please contact me at (517) 552-6870.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing the Purchase of a Leased Sheriff's Vehicle from Enterprise Fleet Management for Transfer to MMRMA Insurance - Car Pool

- WHEREAS,** the Car Pool department is requesting authorization to purchase a leased 2020 Dodge Durango Sheriff's patrol vehicle from Enterprise Fleet Management that was involved in an accident and declared a total loss by MMRMA Insurance; and
- WHEREAS,** the purchase price is equal to the current lease payoff amount of \$28,355; and
- WHEREAS,** the purchase will allow the County to transfer the title of the totaled vehicle to MMRMA, which has completed a salvage auction and received a high bid of \$6,400 which will be applied to the insurance settlement; and
- WHEREAS,** if the vehicle is purchased and transferred to MMRMA the County will receive the Actual Cash Value (ACV) of \$34,400; and
- WHEREAS,** if the vehicle is not purchased and transferred to MMRMA, the high salvage bid of \$6,400 will be deducted from the insurance reimbursement and Enterprise will sell the vehicle for parts for an estimated \$1,500, and the County will receive a total of \$29,500; and
- WHEREAS,** it is therefore in the County's financial interest to purchase the vehicle from Enterprise and transfer to MMRMA for sale to the high salvage bidder.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize the Car Pool department to purchase a leased 2020 Dodge Durango from Enterprise Fleet Management in the amount of \$28,355 and transfer the title to MMRMA Insurance for sale to the high salvage bidder.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorize any budget amendments necessary for the vehicle purchase.

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MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Greg Kellogg, Transportation Director
Date: 02/22/2021
Re: Resolution Authorizing the Purchase of a Leased Sheriff's Vehicle from Enterprise Fleet Management for Transfer to MMRMA Insurance - Car Pool

The Car Pool department is requesting authorization to purchase a leased 2020 Dodge Durango Sheriff's patrol vehicle from Enterprise Fleet Management that was involved in an accident and declared a total loss by MMRMA Insurance.

The purchase price is equal to the current lease payoff amount of \$28,355.

The purchase will allow the County to transfer the title of the totaled vehicle to MMRMA, which has completed a salvage auction and received a high bid of \$6,400 which will be applied to the insurance settlement.

If the vehicle is purchased and transferred to MMRMA the County will receive the Actual Cash Value (ACV) of \$34,400.

If the vehicle is not purchased and transferred to MMRMA, the high salvage bid of \$6,400 will be deducted from the insurance reimbursement and Enterprise will sell the vehicle for parts for an estimated \$1,500, and the County will receive a total of \$29,500.

Therefore, it is therefore in the County's financial interest to purchase the vehicle from Enterprise and transfer to MMRMA for sale to the high salvage bidder.

The Bill of Sale to purchase the vehicle is attached. Please contact me with any questions at 517-540-7843.

Claim #2100060 – 2020 Dodge Durango - 66459

Actual Cash Value (ACV)

The ACV on the vehicle is \$34,400.00.

Salvage

There were 3 salvage bids made on the vehicle they were:

1. Weller - \$6,400.00
2. Neuners - \$6,100.00
3. American & Imported - \$5,265.00

******Salvage bids are only guaranteed for 10 days and they do not include any equipment or graphics, but they do include wheels and tires******

Settlement Options

1. MMRMA can pay the full ACV of **\$34,400.00** to the Member and the vehicle is sold to the highest salvage bidder and the MMRMA would apply the salvage amount to the claim, which would reduce the cost of the claim.
2. MMRMA can pay the Member the ACV less the highest salvage bid, and the Member can keep the vehicle, which would be in the amount of **\$28,000.00**. *However, if this option is chosen the Member would have to advise the MMRMA to make sure the vehicle is still eligible to remain on the policy.*

If the vehicle is at a body shop, please pay any storage or towing fees incurred and send the invoice to the MMRMA for reimbursement. If those fees are not paid before the Salvage Company picks up the vehicle, they will have to pay those fees prior to taking possession of the vehicle.

Please review and advise how you would like to move forward. If you are not authorized to make this decision, please let me know who is and I will follow up with them.

Dear County of Livingston

Below you will find the Bill of Sale for the vehicle that you would like to purchase. Please verify that the name, address and phone number are correct and the address is the same place you would like the title mailed. Please also update the mileage and confirm vehicle color. If anything does not appear to be correct, please send an email to EFM_Car_Sales@efleets.com to request any changes. The title will be assigned exactly as it states on the Bill of Sale.

If everything appears to be correct, please proceed with the following steps to complete the purchase:

1. Sign and date the Bill of Sale via DocuSign
2. Complete the odometer statement and sign the bottom of the statement via DocuSign
3. Submit certified funds or a certified check, made payable to Enterprise FM Trust, for the amount listed as the 'Selling Price' (Item Q) on the Bill of Sale.
4. Mail a copy of the signed Bill of Sale, the certified check, and completed odometer statement to the following:

Mailing Address

Enterprise FM Trust
Car Sales
PO Box 843004
Kansas City, MO 64184-3004

Fed Ex Address

Commerce Bank
Attn: 843004 KCWLBX
811 Main St
Kansas City, MO 64105

Please note, if the Selling Price is \$1.00, this is for documentation purposes only. The purchaser will not need to provide a payment for this transaction. If the Selling Price is \$1, simply complete Steps 1 and 2 to sign both documents via DocuSign.

As a reminder, the Selling Price only covers the remaining amount owed for the vehicle. The Selling Price does not include any unpaid balances on your most recent Billing Statement. The title will only be released once the statement balance has been paid. Please refer to your most recent Billing Statement on <https://efmfleetaccess.efleets.com/fleetweb/login> to review any outstanding charges.

Once we receive the signed Bill of Sale, payment for the selling price, and completed Odometer Statement, we will begin to process the transaction and the title will be received in approximately 10-14 business days.

If you have any questions, feel free to reach out to us via e-mail at EFM_Car_Sales@efleets.com or by phone at 1-800-543-8226



FLEET MANAGEMENT

Enterprise Fleet Management
Purchase Option Team
1-800-543-8226 direct
EFM_Car_Sales@efleets.com
9315 Olive BLVD
Saint Louis, MO 63132

BILL OF SALE

Printed as of 02/10/2021

BUYER(S)		SALE DATE		GPBR	
BUYER County of Livingston		CAR SALE #		UNIT NO. 23HVD6	
CO-BUYER		A SALE PRICE \$28,355.45			
		B ADDITIONAL EQUIPMENT			
STREET ADDRESS APT # 3950 W. Grand River Ave.					
CITY/STATE/ZIP HOWELL / MI / 48855		C SUBTOTAL (A PLUS B) \$28,355.45			
DAY PHONE EVENING PHONE		D SALES TAX \$0.00			
FAX		OTHER CHARGES			
PURCHASE VEHICLE		E TITLE FEE			
YR/MAKE/MODEL/SERIES 2020 Dodge Durango Pursuit 4dr All-wheel Drive (5969983)		F ADMINISTRATION FEE \$0.00			
VIN# 1 C 4 S D J F T 3 L C 3 6 6 4 5 9		G ACCUMULATED PERSONAL PROPERTY TAX \$0.00			
MILEAGE		H ACCUMULATED LICENSE FEES \$0.00			
COLOR (0 P) DB Black Clearcoat		I			
The vehicle is sold "As Is - not expressly warranted or guaranteed" with All Faults: BUYER UNDERSTANDS THAT THIS VEHICLE IS BEING SOLD "AS IS NOT EXPRESSLY WARRANTED OR GUARANTEED WITH ALL FAULTS AND IS NOT COVERED BY DEALER WARRANTIES. I UNDERSTAND THAT THE SELLER IS NOT REQUIRED TO MAKE ANY REPAIRS AFTER BUYER BUYS THIS VEHICLE AND BUYER WILL HAVE TO PAY FOR REPAIRS THIS VEHICLE WILL NEED."		J			
		K			
		L			
		M			
		N			
		O			
		P TOTAL OTHER (F THRU O) \$0.00			
		Q SELLING PRICE (C PLUS D PLUS P) \$28,355.45			

ADDITIONAL	
Payments for the vehicle(s) are to be made payable to "Enterprise FM Trust" Please remit payment by certified check.	
Buyer is responsible for obtaining any necessary insurance coverage on the purchased vehicle. Any coverage maintained by seller does not transfer with the purchased vehicle.	
There may be additional charges outstanding that are not included in the Selling Price. Please refer to your most recent Billing Statement on https://efmfleetaccess.efleets.com/fleetweb/login . The title for the vehicle will only be released once all outstanding charges have been cleared.	

LIENHOLDER		LIENHOLDER ADDRESS		LIEN DATE		LIENHOLDER PHONE	
BUYER County of Livingston		SELLER The Legal Entity as listed on the Vehicle(s) Titles(s) ('Seller')					
SIGNATURE DATE		ADDRESS 9315 Olive Boulevard					
CO-BUYER		CITY/STATE/ZIP St.Louis /MO /63132					
SIGNATURE DATE		APPROVED BY		DATE			

LESSEE ODOMETER (MILEAGE) DISCLOSURE STATEMENT

Federal Law (and State Law if applicable) requires that the lessee disclose the mileage to the lessor in connection with the transfer of ownership. Failure to complete or making a false statement may result in fines and/or imprisonment. Complete disclosure form below and return to lessor.

I, _____ (Name of person making disclosure) state that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- ☐ 1. I hereby certify that to the best of my knowledge the odometer reading as stated above reflects the amount of mileage in excess of the designed mechanical odometer limit of the vehicle described below.
- ☐ 2. I hereby certify that to the best of my knowledge the odometer reading as stated above is not the actual mileage.
- ☐ 3. I hereby certify that to the best of my knowledge the vehicle described above does not have an air bag on or off switch which has been installed by someone other than the vehicle manufacturer and any existing air bag has not been deactivated.

YMMS	Unit Number
2020 Dodge Durango Pursuit 4dr All-wheel Drive (5969983)	23HVD6
VEHICLE IDENTIFICATION NUMBER	
1C4SDJFT3LC366459	

LESSEE'S NAME		
Sheriff Road		
STREET ADDRESS		
CITY	STATE	ZIP CODE
LESSEE'S SIGNATURES		
Date		

LESSOR'S LEGAL NAME		
ENTERPRISE FLEET MANAGEMENT		
STREET ADDRESS		
9315 Olive Blvd		
CITY	STATE	ZIP CODE
St. Louis	MO	63132
DATE DISCLOSURE FORM SENT TO LESSEE		DATE COMPLETED FORM RECEIVED FROM LESSEE
02-10-2021		
LESSOR'S SIGNATURE		

Please return to:

Enterprise FM Exchange
9315 Olive Blvd
St. Louis, MO 63132
1-800-543-8226
EFM_Car_Sales@efleets.com

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing Capital Expenditure for the Purchase of Six Replacement Buses - LETS

WHEREAS, LETS has FY 2020 and 2021 grant funding available from various state and federal transit capital programs to replace six (6) small buses that are eligible for replacement based on age and/or mileage; and

WHEREAS, all grants have an 80% federal funding share with a 20% state match; and

WHEREAS, the replacement buses will be purchased using the State of Michigan Transit Vehicle Purchasing Program from Hoekstra Transportation of Grand Rapids, Michigan at a cost not to exceed \$100,000 each; and

WHEREAS, the buses will have a useful life of seven (7) years or 200,000 miles; and

WHEREAS, funding for four (4) buses was included in the LETS 2021 budget, but actual grant amounts were not known until after budget adoption and therefore a budget amendment is necessary to adjust for price and the addition of two additional buses; and

WHEREAS, the proposed amendment ensures compliance with the Uniform Budgeting and Accounting Act, as amended.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize capital expenditure for six (6) replacement buses at a total cost not to exceed \$600,000 from Hoekstra Transportation of Grand Rapids Michigan.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorize any budget amendments necessary for the bus purchases.

BE IT FURTHER RESOLVED that the LETS Director is hereby authorized to dispose of the replaced vehicles per the County Purchasing/Disposal Policy.

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MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Greg Kellogg, Transportation Director
Date: 02/22/2021
Re: Resolution Authorizing Capital Expenditure for the Purchase of Six Replacement Buses - LETS

LETS has FY 2020 and 2021 grant funding available from various state and federal transit capital programs to replace six (6) small buses that are eligible for replacement based on age and/or mileage. All grants have an 80% federal funding share with a 20% state match.

The buses being replaced are 2015 Eldorado National small propane buses that were delivered concurrently. The replacement buses will be Champion small propane buses built in Imlay City, Michigan and will be purchased using the State of Michigan Transit Vehicle Purchasing Program from Hoekstra Transportation of Grand Rapids, Michigan at a cost not to exceed \$100,000 each.

These buses are typically delivered 8-10 months after the order is placed and will have a useful life of seven (7) years or 200,000 miles.

Funding for four (4) buses was included in the LETS 2021 budget, but actual grant amounts were not known until after budget adoption and therefore a budget amendment is necessary to adjust for price and the addition of two additional buses.

The completed order form for the buses is attached for your review. As always I appreciate your consideration and support. Please contact me with any questions at 517-540-7843.



VEHICLE ORDER FORM - MOBILITY TRANSPORTATION
Small Class II Metal Cage Bus Only
158"(min) Wheelbase (21-23 ft) 176" Wheelbase (24-25 ft)
7 year / 200,000 miles

Instructions: (1) Complete sections I & II. (2) For sections III and IV, simply type in the quantity and the form will automatically calculate costs. (3) For section V (local options), type in the quantity, item descriptions, and unit prices as the form will automatically calculate costs. (4) Sign and date the form in section VII. (5) Submit completed and signed form to the vendor. (6) Once new bus is received and accepted, a copy of this completed form shall be submitted to MDOT with payment request (see State Vehicle Purchasing Program Guidelines).

I Contact Information							
Transit Agency Name:		Livingston County Board of Commissioners					
Contact Name:		Greg Kellogg					
Phone Number:		517-540-7843					
E-mail:		gkellogg@livgov.com					
FORD FIN CODE							
TAX ID #							
II Funding, Contract and Vehicle Information							
Program		FY '20 & '21 5307/5339/CMAQ		Vehicle Base Color	White	Color Code	
Agency Contract No.				Vehicle Color Top			
State Vehicle Contract No.		071B7700124		Striping Color			
Vendor Name		Mobility Transportation, Inc.		Striping Width			
Body Manufacturer		Champion Bus		Seating Color	Vinyl: <input checked="" type="checkbox"/> Tan <input type="checkbox"/> Gray <input type="checkbox"/> Blue Fabric: <input type="checkbox"/> Heather Grey <input type="checkbox"/> Slate Blue		
Chassis/ Manufacturer		Ford (Gas Only - No Diesel Available)		Flooring	<input type="checkbox"/> Tan <input checked="" type="checkbox"/> Gray		
III Base Vehicle Floor Plans							
	Qty	Description	Price Each	Total Price	Low Bidder Price	Federal/State Share	Local Share
		vinyl seat covers 158" (min) Wheelbase (21-23 ft) 176" Wheelbase (24-25 ft)					
A		18 passenger without lift	\$56,255.69	\$0.00	\$56,255.69	\$0.00	\$0.00
B		10 + 1 passenger with lift	\$60,036.41	\$0.00	\$60,036.41	\$0.00	\$0.00
C		8 + 2 passenger with lift	\$61,171.69	\$0.00	\$61,171.69	\$0.00	\$0.00
D		4 + 2 passenger with lift	\$61,820.57	\$0.00	\$61,820.57	\$0.00	\$0.00
E		22 passenger without lift	\$58,511.56	\$0.00	\$58,511.56	\$0.00	\$0.00
F		6 + 2 passenger with lift	\$61,921.46	\$0.00	\$61,921.46	\$0.00	\$0.00
G	6	10 + 2 passenger with lift	\$61,608.35	\$369,650.12	\$61,608.35	\$369,650.12	\$0.00
H		4 + 2 passenger with lift	\$62,844.52	\$0.00	\$62,844.52	\$0.00	\$0.00
		Fabric Seat Covers 158" (min) Wheelbase (21-23 ft) 176" Wheelbase (24-25 ft)					
I		18 passenger without lift	\$56,255.69	\$0.00	\$56,255.69	\$0.00	\$0.00
J		10 + 1 passenger with lift	\$60,036.41	\$0.00	\$60,036.41	\$0.00	\$0.00
K		8 + 2 passenger with lift	\$60,959.29	\$0.00	\$60,959.29	\$0.00	\$0.00
L		4 + 2 passenger with lift	\$61,820.57	\$0.00	\$61,820.57	\$0.00	\$0.00
M		22 passenger without lift	\$58,511.56	\$0.00	\$58,511.56	\$0.00	\$0.00
N		6 + 2 passenger with lift	\$61,921.46	\$0.00	\$61,921.46	\$0.00	\$0.00
O		10 + 2 passenger with lift	\$60,450.77	\$0.00	\$60,450.77	\$0.00	\$0.00
P		4 + 2 passenger with lift	\$62,844.52	\$0.00	\$62,844.52	\$0.00	\$0.00
Total	6		Base Vehicle Totals	\$369,650.12		\$369,650.12	\$0.00
IV Contract Options							
	Qty	Contract Options	Price Each	Total Price	Low Bidder Price	Federal/State Share	Local Share
1	6	Air Conditioning – Split System (rooftop)	\$4,513.50	\$27,081.00	\$4,513.50	\$27,081.00	\$0.00

2		Air Conditioning - Tie-in System (skirt)	\$2,708.10	\$0.00	\$2,708.10	\$0.00	\$0.00
3		Air Conditioning - Rooftop System	\$5,761.35	\$0.00	\$5,761.35	\$0.00	\$0.00
4		Auxiliary Coolant Heater	\$3,132.90	\$0.00	\$3,132.90	\$0.00	\$0.00
5		Auxiliary Air Heater	\$3,047.94	\$0.00	\$3,047.94	\$0.00	\$0.00
6		Destination Sign - Roller Curtain	\$2,017.80	\$0.00	\$2,017.80	\$0.00	\$0.00
7	6	Destination Signs – LED	\$4,163.04	\$24,978.24	\$4,163.04	\$24,978.24	\$0.00
8	6	Entrance Stepwell Heater	\$438.61	\$2,631.66	\$438.61	\$2,631.66	\$0.00
9	6	Driver Side Running Board	\$485.33	\$2,911.98	\$485.33	\$2,911.98	\$0.00
10	6	Donation box (in lieu of standard farebox – deduct)	-\$902.70	-\$5,416.20	-\$902.70	-\$5,416.20	\$0.00
11		Propane - Roush Dedicated LPG 40 Gallon	\$20,231.00	\$0.00	\$20,231.00	\$0.00	\$0.00
12	6	Propane - Roush Dedicated LPG 64 Gallon	\$22,833.00	\$136,998.00	\$22,833.00	\$136,998.00	\$0.00
13		CNG - Westport Dedicated CNG	\$25,329.00	\$0.00	\$25,329.00	\$0.00	\$0.00
14	6	Power Seat Base (Driver)	\$477.90	\$2,867.40	\$477.90	\$2,867.40	\$0.00
15		Farebox Electrical Prep Only (less standard farebox- deduct)	-\$1,183.07	\$0.00	-\$1,183.07	\$0.00	\$0.00
16	6	Limited Slip Differential	\$254.88	\$1,529.28	\$254.88	\$1,529.28	\$0.00
17		Paint - One stripe	\$743.40	\$0.00	\$743.40	\$0.00	\$0.00
18		Paint - Roof second color	\$743.40	\$0.00	\$743.40	\$0.00	\$0.00
19		Paint - Different Full body	\$2,655.00	\$0.00	\$2,655.00	\$0.00	\$0.00
20		Reflective Vinyl Belt Stripe	\$424.80	\$0.00	\$424.80	\$0.00	\$0.00
21		Lift – Type I, 800# (in lieu of standard - deduct) - Braun	-\$212.40	\$0.00	-\$212.40	\$0.00	\$0.00
22		Lift – Type II, 800# – Powered outer barrier (in lieu of standard) - Braun	-\$212.40	\$0.00	-\$212.40	\$0.00	\$0.00
23		Lift - Folding Platform (in lieu of standard lift)	-\$212.40	\$0.00	-\$212.40	\$0.00	\$0.00
24		Alternate Standard Lift Manufacturer - Ricon	\$0.00	\$0.00	\$0.00	\$0.00	
25	12	Wheelchair Single Point Securement System (in lieu of one standard L-Track position)	\$212.40	\$2,548.80	\$212.40	\$2,548.80	\$0.00
26		Additional Wheelchair Position – L Track System	\$531.00	\$0.00	\$531.00	\$0.00	\$0.00
27		Additional Wheelchair Position – Single Point System	\$722.16	\$0.00	\$722.16	\$0.00	\$0.00
28	6	Two-way radio prep package	\$426.92	\$2,561.52	\$426.92	\$2,561.52	\$0.00
29		Radio - AM/FM stereo system w/ four speakers	\$194.35	\$0.00	\$194.35	\$0.00	\$0.00
30		Public Address (PA) System Only w/ two speakers	\$318.60	\$0.00	\$318.60	\$0.00	\$0.00
31	6	Radio – AM/FM/PA System w/ four speakers	\$371.70	\$2,230.20	\$371.70	\$2,230.20	\$0.00
32		Radio – Speaker only (additional)	\$26.55	\$0.00	\$26.55	\$0.00	\$0.00
33		Manual Entrance Door	-\$106.20	\$0.00	-\$106.20	\$0.00	\$0.00
34		Rear Emergency Exit Window in lieu of Standard Rear Door	-\$531.00	\$0.00	-\$531.00	\$0.00	\$0.00
35	6	Raised Flooring (No Wheel Wells)	\$1,274.40	\$7,646.40	\$1,274.40	\$7,646.40	\$0.00
36		Rubber Flooring (In lieu of standard ALTRO flooring)	-\$106.20	\$0.00	-\$106.20	\$0.00	\$0.00
37		Passenger Activated Stop Request System	\$1,008.90	\$0.00	\$1,008.90	\$0.00	\$0.00
38	6	Back-up Sensor System	\$684.99	\$4,109.94	\$684.99	\$4,109.94	\$0.00
39		Video Surveillance – Two Camera System	\$2,097.45	\$0.00	\$2,097.45	\$0.00	\$0.00
40		Video Surveillance - Four Camera System	\$2,548.80	\$0.00	\$2,548.80	\$0.00	\$0.00
41		Video Surveillance - Six Camera System	\$3,451.50	\$0.00	\$3,451.50	\$0.00	\$0.00
42		Video Surveillance - DVR System Upgrade	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
43		Video Surveillance – Extra Interior Cameras	\$265.50	\$0.00	\$265.50	\$0.00	\$0.00
44		Video Surveillance – Extra Exterior Cameras	\$265.50	\$0.00	\$265.50	\$0.00	\$0.00
45		Video Surveillance Preparation Package (for future setup of video system)	\$371.70	\$0.00	\$371.70	\$0.00	\$0.00
46	3	Spare Tire - Steer Axle - Only one spare tire per bus will be funded by MDOT	\$185.85	\$557.55	\$185.85	\$557.55	\$0.00
47	3	Spare Tire - Drive Axle - Only one spare tire per bus will be funded by MDOT	\$185.85	\$557.55	\$185.85	\$557.55	\$0.00
48	6	Interior Mirror	\$37.17	\$223.02	\$37.17	\$223.02	\$0.00

49		Deduct Standard Ceiling Handrails	-\$637.20	\$0.00	-\$637.20	\$0.00	\$0.00
Seating is standard in base vehicle floor plan. Only use options below to modify floor plan.							
50		Seating – Forward Facing Standard Double Seat – Vinyl	\$401.44	\$0.00	\$401.44	\$0.00	\$0.00
51		Seating – Forward Facing Standard Double Seat – Fabric	\$305.86	\$0.00	\$305.86	\$0.00	\$0.00
52		Seating – Forward Facing Standard Double Seat – Vinyl (Deduct)	-\$305.86	\$0.00	-\$305.86	\$0.00	\$0.00
53		Seating – Forward Facing Standard Double Seat – Fabric (Deduct)	-\$305.86	\$0.00	-\$305.86	\$0.00	\$0.00
54		Seating – Forward Facing Double Fold-A-Way – Vinyl	\$665.87	\$0.00	\$665.87	\$0.00	\$0.00
55		Seating – Forward Facing Double Fold-A-Way – Fabric	\$665.87	\$0.00	\$665.87	\$0.00	\$0.00
56		Seating – Forward Facing Double Fold-A-Way – Vinyl (Deduct)	-\$665.87	\$0.00	-\$665.87	\$0.00	\$0.00
57		Seating – Forward Facing Double Fold-A-Way – Fabric (Deduct)	-\$772.07	\$0.00	-\$772.07	\$0.00	\$0.00
58		Seating – Single Flip-up – Vinyl	\$509.76	\$0.00	\$509.76	\$0.00	\$0.00
59		Seating – Single Flip-up – Fabric	\$414.18	\$0.00	\$414.18	\$0.00	\$0.00
60		Seating – Double Flip-up – Vinyl	\$637.20	\$0.00	\$637.20	\$0.00	\$0.00
61		Seating – Double Flip-up – Fabric	\$531.00	\$0.00	\$531.00	\$0.00	\$0.00
62		Seating – Double w/Single Integrated Child Seat (ICS) - Vinyl	\$900.58	\$0.00	\$900.58	\$0.00	\$0.00
63		Seating – Double w/Single Integrated Child Seat (ICS) – Fabric	\$794.38	\$0.00	\$794.38	\$0.00	\$0.00
64		Seating – Double w/Single Integrated Child Seat (ICS) – Vinyl (Deduct)	-\$900.58	\$0.00	-\$900.58	\$0.00	\$0.00
65		Seating – Double w/Single Integrated Child Seat (ICS) – Fabric (Deduct)	-\$1,325.38	\$0.00	-\$1,325.38	\$0.00	\$0.00
66		Seating – Double w/Double Integrated Child Seat (ICS) - Vinyl	\$1,330.69	\$0.00	\$1,330.69	\$0.00	\$0.00
67		Seating – Double w/Double Integrated Child Seat (ICS) - Fabric	\$1,224.49	\$0.00	\$1,224.49	\$0.00	\$0.00
68		Seating - Rear five place passenger - Vinyl	\$221.96	\$0.00	\$221.96	\$0.00	\$0.00
69		Seating - Rear five place passenger - Fabric	\$249.57	\$0.00	\$249.57	\$0.00	\$0.00
		Contract Options Total		\$214,016.34		\$214,016.34	\$0.00
		Base + Contract Option Subtotal		\$583,666.46		\$583,666.46	\$0.00
V	Non-Specified Local Options (Paid 100% Locally)						
O L o c a l O p t i o n s		Qty	Enter Item Description Below	Enter Unit Price Below	Total Price	Local Share	
	1	6	Braun 1000# lift	\$0.00	\$0.00	\$0.00	
	2	6	Flat Floor Choice 23286 - Raised Extended to Fro	\$0.00	\$0.00	\$0.00	
	3				\$0.00	\$0.00	
	4				\$0.00	\$0.00	
	Local Options Subtotal				\$0.00	\$0.00	
	Total (Base + Contract Options + Local Options)				\$583,666.46	\$0.00	
	Optional: Administrative Fee			Not to exceed: \$5,836.66			
	Grand Total				\$583,666.46	\$0.00	
VI	Comments						

VII	Authorization		
	Authorized Signature:		Date:

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution of Intent to Apply for Financial Assistance for Fiscal Year 2022 Under Act 51 of the Public Acts of 1951, as Amended - LETS

WHEREAS, pursuant to Act No. 51 of the Public Acts of 1951, as amended (Act 51), it is necessary for the Livingston Essential Transportation Service (LETS), established under Act 94, to provide a local transportation program for the state fiscal year 2022 and, therefore, apply for state financial assistance under provisions of Act 51; and

WHEREAS, it is necessary for the governing body to name an official representative for all public transportation matters, who is authorized to provide such information as deemed necessary by the State Transportation Commission or department for its administration of Act 51; and

WHEREAS, it is necessary to certify that no changes in eligibility documentation have occurred during the past state fiscal year; and

WHEREAS, the performance indicators have been reviewed and approved by the governing body; and

WHEREAS, the County of Livingston has reviewed and approved the proposed balanced budget and estimated funding sources consisting of the following:

Program	Federal	State	Local/Other	Total
State Local Bus Operating	\$ -	\$ 2,204,228	\$ -	\$ 2,204,228
S. 5307 Urban Operating	\$ 1,407,422	\$ -	\$ 2,105,847	\$ 3,513,269
S. 5311 Rural Operating	\$ 45,000	\$ -	\$ 111,163	\$ 156,163
Specialized Services	\$ -	\$ 70,080	\$ -	\$ 70,080
Transportation to Work	\$ -	\$ 77,670	\$ 10,000	\$ 87,670
S. 5307 Capital	\$ 428,000	\$ 107,000	\$ -	\$ 535,000
S. 5339 Capital (Formula)	\$ 176,000	\$ 44,000	\$ -	\$ 220,000
S. 5339 Capital (Disc.)	\$ 200,000	\$ 50,000	\$ -	\$ 250,000
New Freedom Capital	\$ 80,000	\$ 20,000	\$ -	\$ 100,000
STP Capital	\$ 80,000	\$ 20,000	\$ -	\$ 100,000
Total	\$ 2,416,422	\$ 2,592,978	\$ 2,227,010	\$ 7,236,410

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes LETS to provide public transportation services and to apply for and accept state financial assistance with this annual plan, in accordance with Act 51.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby appoint Transportation Director, Greg W. Kellogg as the Transportation Coordinator for all public transportation matters, who is authorized to provide such information as deemed necessary by the State Transportation Commission or department for its administration of Act 51 for the fiscal year 2022.

BE IT FINALLY RESOLVED that the Livingston County Board of Commissioners authorize the Board chair to sign any documents related to grant applications and subsequent contracts for the programs listed herein following review and approval by Mark T. Koerner, LETS Transit Attorney.

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MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Greg Kellogg, Transportation Director
Date: 02/15/2021
Re: Resolution of Intent to Apply for State Financial Assistance for Fiscal Year 2022 under Act 51 of the Public Acts of 1951, as Amended - LETS

Attached for your consideration and approval is a resolution stating the intention of LETS to apply for financial assistance from the State of Michigan for FY 2022 under Act 51 of the Public Act of 1951, as amended. This resolution must accompany the application to be considered for state funding.

The application includes federal funding of \$2,416,422; state funding of \$2,592,978; and local/other funding of \$2,227,010. The “local/other” category comprises all non-federal/state funding, which includes passenger fares, service contract revenue, contributions from local partnerships, and a continuation of the County’s \$65,000 General Fund contribution.

State Local Bus Operating Assistance

The State of Michigan Local Bus Operating program provides operating assistance estimated at 37.535% of eligible expenses for FY 2022. The LETS programs eligible for this assistance include regular countywide service, the service agreement with People’s Express, and the Michigan Flyer airport shuttle service.

Federal Section 5307 Urban Operating Assistance

Provides 50% reimbursement for operating expenses for regular countywide service. The reimbursement must be calculated net of passenger fare revenue.

Federal Section 5311 Rural Operating Assistance

Provides 18.0% reimbursement for operating expenses for the pass-through funding agreement with People’s Express of Whitmore Lake to provide supplemental dial-a-ride service in southeast Livingston County.

Specialized Services Operating Assistance

State pass-through funding in the amount of \$70,080 for five (5) sub-recipients that provide transportation services to seniors and individuals with disabilities. The providers are Brighton Senior Center, Catholic Charities, Community Mental Health, Hartland Senior Center, and Special Ministries. This funding reimburses the providers at \$1.20 per passenger mile and is allocated based on each provider's share of the total mileage each quarter.

Transportation to Work

Provides 100% reimbursement for up to \$77,670 in eligible operating expenses for the Transportation to Work program. As the name implies this program is dedicated to transportation to employment for low income workers.

Section 5307 Capital

Provides 80% federal funding with 20% state match for transit capital projects. For FY '22 this will include \$485,000 in vehicle and facility preventive maintenance costs and \$50,000 for trip management software annual subscription fees as specified in the agreement with Ecolane.

Section 5339 Capital Formula and Discretionary

Provides 80% federal funding with 20% state match for vehicle and facility projects. Estimated FY '22 Formula funding of \$220,000 will be used to purchase one (1) replacement bus and various facility rehab projects. Also included in the application is \$250,000 in Sec. 5339 Discretionary funding, which is awarded by MDOT if funds are available, and would be used to purchase two (2) replacement buses.

Surface Transportation Program (STP) Capital

Provides 80% federal funding with 20% state match for transit capital projects. This funding is appropriated to the Federal Highway Administration and "flexed" to FTA for eligible transit projects. The funding is coordinated by SEMCOG and the Huron Valley Federal Aid Committee, which votes to allocate funding to local road and transit projects (LETS is a voting member). Estimated FY '22 funding of \$100,000 will be used to purchase one (1) replacement bus.

New Freedom Capital

Provides 80% federal funding and 20% state match for projects that improve mobility options for seniors and individuals with disabilities. The total grant of \$100,000 will be used for our new Mobility Management program, including wages and benefits of the LETS Mobility Manager.

Performance indicators from the 2020 fiscal year and budgeted expenses for the 2022 application are attached. As always, thank you for your consideration and support. If you have any questions, please do not hesitate to contact me at 517-540-7843.

Livingston Essential Transportation

**3950 W. Grand River
Howell, MI 48855**

(517) 540-7843

Urban Medium

Regular Service

Annual Budgeted

2022

Operating Revenue: \$1,135,500

Total Eligible Expenses: \$5,622,460

Local Share: \$2,105,847

Comments: - Regular Service includes competitively bid shuttle service between Brighton and Detroit Metro Airport which began operating on October 1, 2019. The shuttle service is reported under Line-Haul on OAR schedules.

**Livingston Essential Transportation
Urban Medium
Regular Service
Annual Budgeted
2022**

Revenue Schedule Report

Code	Description	LH	DR	Total
401 :	Farebox Revenue			
40100	Passenger Fares (-)	\$985,500	\$150,000	\$1,135,500
407 :	Gains from the Sale of Capital Assets (Explain in comment field) 			
40760	Gains from the Sale of Capital Assets (Explain in comment field) (- Vehicle sales)		\$12,243	\$12,243
409 :	Local Revenue			
40910	Local Operating Assistance (-)		\$65,000	\$65,000
40950	Local Service Contract/Local Source (-)	\$607,104	\$286,000	\$893,104
411 :	State Formula and Contracts			
41101	State Operating Assistance (-)	\$919,668	\$1,190,723	\$2,110,391
41111	Preventive Maintenance (20% State Share) (-)		\$97,000	\$97,000
413 :	Federal Contracts			
41302	Federal Section 5307 Operating (operating funds only) (-)		\$1,407,422	\$1,407,422
41311	Preventive Maintenance (80% Fed. Share) (-)		\$388,000	\$388,000
Total Revenues: \$6,108,660				

**Livingston Essential Transportation
Urban Medium
Regular Service
Annual Budgeted
2022**

Expense Schedule Report

Code	Description	LH	DR	Amount
501 :	Labor			
50101	Operators Salaries & Wages (-)		\$1,360,000	\$1,360,000
50102	Other Salaries & Wages (-)		\$245,000	\$245,000
50103	Dispatchers' Salaries & Wages (-)		\$170,000	\$170,000
502 :	Fringe Benefits			
50200	Fringe Benefits (-)		\$690,000	\$690,000
50210	DC Pensions (-)		\$31,000	\$31,000
50220	DB Pensions (-)		\$209,500	\$209,500
503 :	Services			
50302	Advertising Fees (-)		\$5,000	\$5,000
50399	Other Services (-)		\$433,500	\$433,500
504 :	Materials and Supplies			
50401	Fuel & Lubricants (-)		\$200,000	\$200,000
50402	Tires & Tubes (-)		\$30,000	\$30,000
50499	Other Materials & Supplies (-)		\$45,000	\$45,000
505 :	Utilities			
50500	Utilities (-)		\$60,000	\$60,000
506 :	Insurance			
50603	Liability Insurance (-)		\$45,000	\$45,000
508 :	Purchased Trans Service			

**Livingston Essential Transportation
Urban Medium
Regular Service
Annual Budgeted
2022**

Expense Schedule Report

Code	Description	LH	DR	Amount
50800	Purchased Trans Service (-)	\$2,450,160		\$2,450,160
509 :	Misc Expenses			
50902	Travel, Meetings & Training (-)		\$2,500	\$2,500
50903	Association Dues & Subscriptions (-)		\$6,000	\$6,000
50999	Other Misc Expenses (Explain in comment field) (- Uniforms)		\$6,000	\$6,000
512 :	Operating Leases & Rentals			
51200	Operating Leases & Rentals (-)		\$120,000	\$120,000
550 :	Ineligible Expenses			
55009	Ineligible Percent of Association Dues (-)		\$1,200	\$1,200
55011	Ineligible Preventive Maintenance (-)		\$485,000	\$485,000

Total Expenses: \$6,108,660

Total Ineligible Expenses: \$486,200

Total Eligible Expenses: \$5,622,460

**Livingston Essential Transportation
Urban Medium
Regular Service
Annual Budgeted
2022**

Non Financial Schedule Report

Public Service

Code	Description	Weekday LH	Weekday DR	Saturday LH	Saturday DR	Sunday LH	Sunday DR	Total
610	Vehicle Hours	10,200	46,500	0	0	0	0	56,700
611	Vehicle Miles	445,400	950,000	0	0	0	0	1,395,400
615	Unlinked Passenger Trips - Regular	50,400	50,900	0	0	0	0	101,300
616	Unlinked Passenger Trips - Elderly	1,400	9,800	0	0	0	0	11,200
617	Unlinked Passenger Trips - Persons w/Disabilities	1,400	81,300	0	0	0	0	82,700
618	Unlinked Passenger Trips - Elderly Persons w/Disabilities	1,400	9,200	0	0	0	0	10,600
621	Total Line-Haul Unlinked Passenger Trips	54,600	0	0	0	0	0	54,600
622	Total Demand-Response Unlinked Passenger Trips	0	151,200	0	0	0	0	151,200
625	Days Operated	365	352	0	0	0	0	717

Total Passengers: 205,800

Vehicle Information

Code	Description	Quantity
655	Total Demand-Response Vehicles	31
656	Demand-Response Vehicle w/ Lifts	29
658	Total Transit Vehicles	31

Total Vehicles: 31

Miscellaneous Information

Code	Description	Quantity LH	Quantity DR
601	Number of Routes (Line Haul Only)	2	0
602	Total Route Miles (Line Haul Only)	446,614	0
659	LPG (propane) or CNG (compressed natural gas) Gallons Equivalent Consumed	0	65,000
660	Diesel/Gasoline Gallons Consumed	0	35,000
661	Total Transit Agency Employees (Full-Time Equivalents)	0	44
662	Total Revenue Vehicle Operators (Full-Time Equivalents)	0	33

Livingston Essential Transportation

**3950 W. Grand River
Howell, MI 48855**

(517) 540-7843

Nonurban County

Job Access

Annual Budgeted

2022

Operating Revenue: \$10,000

Total Eligible Expenses: \$77,670

Local Share: \$10,000

Comments: - FY 2022 Transportation to Work continuation

**Livingston Essential Transportation
Nonurban County
Job Access
Annual Budgeted
2022**

Revenue Schedule Report

Code	Description	Amount
401 :	Farebox Revenue	
40100	Passenger Fares (-)	\$10,000
411 :	State Formula and Contracts	
41199	Other MDOT/OPT Contracts and Reimbursements (Explain in comment field) (- Transportation to Work)	\$77,670

Total Revenues: \$87,670

**Livingston Essential Transportation
Nonurban County
Job Access
Annual Budgeted
2022**

Expense Schedule Report

Code	Description	Amount
501 :	Labor	
50101	Operators Salaries & Wages (-)	\$54,670
502 :	Fringe Benefits	
50200	Fringe Benefits (-)	\$25,000
50210	DC Pensions (-)	\$2,000
50220	DB Pensions (-)	\$6,000
550 :	Ineligible Expenses	
55000	Ineligible JARC and NF Fares (-)	\$10,000

Total Expenses: \$87,670

Total Ineligible Expenses: \$10,000

Total Eligible Expenses: \$77,670

**Livingston Essential Transportation
Nonurban County
Job Access
Annual Budgeted
2022**

Non Financial Schedule Report

Public Service

Code	Description	Weekday DR	Saturday DR	Sunday DR	Total
610	Vehicle Hours	3,200	0	0	3,200
611	Vehicle Miles	58,500	0	0	58,500
615	Unlinked Passenger Trips - Regular	3,500	0	0	3,500
616	Unlinked Passenger Trips - Elderly	750	0	0	750
617	Unlinked Passenger Trips - Persons w/Disabilities	4,500	0	0	4,500
618	Unlinked Passenger Trips - Elderly Persons w/Disabilities	500	0	0	500
621	Total Line-Haul Unlinked Passenger Trips	9,250	0	0	9,250
625	Days Operated	252	0	0	252

Total Passengers: 9,250

Vehicle Information

Code	Description	Quantity
655	Total Demand-Response Vehicles	1
656	Demand-Response Vehicle w/ Lifts	1
658	Total Transit Vehicles	1

Total Vehicles: 1

Miscellaneous Information

Code	Description	Quantity DR
659	LPG (propane) or CNG (compressed natural gas) Gallons Equivalent Consumed	5,000
661	Total Transit Agency Employees (Full-Time Equivalents)	1
662	Total Revenue Vehicle Operators (Full-Time Equivalents)	1

**Livingston Essential Transportation
Capital Requests For FY 2022**

Req. Yr	Program	Item Description/Justification	Federal Amount	State Amount	Local Amount	Total Amount	Action	Status
2022 SEC 5307								
Requested:1	Facility	Desc: Justn:Preventive Maintenance (vehicle & facility)	\$388,000	\$97,000	\$0	\$485,000	REPLACE	REQUESTED
Requested:1	Equipment	Desc: Justn:Annual software maintenance fee per contract (Ecolane)	\$40,000	\$10,000	\$0	\$50,000	REPLACE	REQUESTED
Sub Total By Program Type			\$428,000	\$107,000	\$0	\$535,000		
2022 STBG(STP)								
Eligible/Pending:1 Requested:1	Vehicle	Desc:Small Bus, 176 in. wheelbase, w/ lift, propane (Radios, equipment necessary to put bus in service) Justn:Replace one (1) <30 ft. bus	\$80,000	\$20,000	\$0	\$100,000	REPLACE	REQUESTED
Sub Total By Program Type			\$80,000	\$20,000	\$0	\$100,000		
2022 SEC 5317-NF								
Requested:1	Mobility Mgt	Desc: Justn:Continuation of Mobility Management program funding	\$80,000	\$20,000	\$0	\$100,000	REPLACE	REQUESTED
Sub Total By Program Type			\$80,000	\$20,000	\$0	\$100,000		
2022 SEC 5339 - Bus and Bus Facilities								

**Livingston Essential Transportation
Capital Requests For FY 2022**

Req. Yr	Program	Item Description/Justification	Federal Amount	State Amount	Local Amount	Total Amount	Action	Status
Eligible/Pending:2 Requested:2	Vehicle	Desc:Small Bus, 176 in. wheelbase, w/ lift, propane (Equipment plus estimated \$15-20K cost increase in new Small Bus contract.) Justn:Replace two (2) <30 ft. buses. LETS receives direct formula funding from FTA so this request is for unallocated/discretionary 5339 funding administered by MDOT, if available.	\$200,000	\$50,000	\$0	\$250,000	REPLACE	RESUBMITTED
Requested:1	Facility	Desc: Justn:Sec. 5339 Formula funding for Facility Rehab/Renovate Projects	\$80,000	\$20,000	\$0	\$100,000	REPLACE	RESUBMITTED
Eligible/Pending:1 Requested:1	Vehicle	Desc:Small Bus, 176 in. wheelbase, w/ lift, propane (Equipment plus estimated \$15-20K cost increase in new small bus contract) Justn:Sec. 5339 Formula funding to replace one (1) <30 ft. bus	\$96,000	\$24,000	\$0	\$120,000	REPLACE	RESUBMITTED
Sub Total By Program Type			\$376,000	\$94,000	\$0	\$470,000		
Sub Total By Request Year			\$964,000	\$241,000	\$0	\$1,205,000		

**Michigan Public Transit Facts
Performance Indicators
2020**

Transit Agency Info			Total Passengers	Total Eligible Expense	Total Miles	Total Vehicle Hours	Cost/Pass.	Cost/Mile	Cost/Hour	Pass./Veh.H r.	Pass./Veh.M ile
Urban Medium Regular Service											
Livingston Essential Transportation	2020	Reconciled	82,204	3,935,104	834,923	38,301	47.87	4.71	102.74	2.15	0.10
Grand Total			82,204	3,935,104	834,923	38,301	47.87	4.71	102.74	2.15	0.10

**Michigan Public Transit Facts
Performance Indicators
2020**

Transit Agency Info			Total Passengers	Total Eligible Expense	Total Miles	Total Vehicle Hours	Cost/Pass.	Cost/Mile	Cost/Hour	Pass./Veh.H r.	Pass./Veh.M ile
Nonurban Cnty Job Access											
Livingston Essential Transportation	2020	Reconciled	4,713	77,670	46,867	2,282	16.48	1.66	34.04	2.07	0.10
Grand Total			4,713	77,670	46,867	2,282	16.48	1.66	34.04	2.07	0.10