

OFFICE OF THE COUNCIL

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KATHLEEN E. McINTYRE
PRESIDENT

SCOTT BAHR
VICE PRESIDENT

ROB GJONAJ DONOVIC
JIM JOLLY
BRANDON McCULLOUGH
LAURA M. TOY
CATHY K. WHITE



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250
citycouncil@livonia.gov

OFFICE OF THE COUNCIL

**ELECTRONIC AGENDA PACKET FOR
THE REGULAR MEETING OF
MONDAY, DECEMBER 13, 2021
7:00 P.M.**

**The electronic agenda is compiled, produced and
distributed by the City Council Staff.
(734) 466-2250**

The official documents are on file in the City Clerk's office.

**1935th Regular Meeting of the Council of the City of Livonia
Monday, December 13, 2021**

7:00 p.m. – City Hall Auditorium
33000 Civic Center Drive
Livonia, Michigan

CALL TO ORDER

INVOCATION/PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION OF MINUTES - Minutes of the 1934th Regular Meeting of December 1, 2021

AUDIENCE COMMUNICATION

REPORTS FROM THE MAYOR AND OTHER CITY OFFICIALS

CONSENT AGENDA

1. [REQUEST FOR DESIGNATION AS A NON-PROFIT ORGANIZATION: Chief Curtis Caid, President, Livonia First Responder Foundation, re: as required by the State of Michigan to obtain a Charitable Gaming License to allow a raffle fundraiser in the future.](#)
2. [REQUEST TO APPROVE LOYALTY PAY STIPEND & RECOGNITION: Department of Civil Service, re: loyalty pay for temporary, part-time employees and recognition for CERT.](#)
3. [REQUEST TO ENTER INTO AN AGREEMENT BETWEEN MICHIGAN ECONOMIC DEVELOPMENT CORPORATION AND CITY OF LIVONIA: Department of Parks and Recreation, re: for installation of a senior playground at Ben Celani Park with additional monies contributed by Healthy Livonia.](#)
4. [REQUEST TO EXECUTE AGREEMENT BETWEEN THE CITY OF LIVONIA AND SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION \(SMART\): Livonia Housing Commission, re: to authorize the Livonia Community Transit Program to receive the FTA 5310: Enhanced Mobility of Seniors and Individuals with Disabilities Grant in the amount of \\$55,149.00.](#)
5. [REQUEST FOR AUTHORIZATION TO PURCHASE FOUR \(4\) EXMARK LAZER S-SERIES 749 MOWERS THROUGH THE STATE OF MICHIGAN BID PROCESS: Public Service Division, re: to replace comparable units that have exceeded their life expectancy, from budgeted funds.](#)
6. [REQUEST FOR AUTHORIZATION TO PURCHASE TWO JOHN DEERE GATORS WITH UTILITY ATTACHMENTS THROUGH THE STATE OF MICHIGAN BID PROCESS: Department of Public Works, re: to replace units that have exceeded their life expectancy, from budgeted funds.](#)

Agenda for the Regular Meeting of December 13, 2021

7. REQUEST FOR AUTHORIZATION TO PURCHASE ONE JOHN DEERE TRACTOR THROUGH THE STATE OF MICHIGAN BID PROCESS: Department of Public Works, re: to replace a unit that has exceeded its life expectancy, from budgeted funds.
8. REQUEST FOR AUTHORIZATION TO PURCHASE ONE JOHN DEERE UTILITY TRACTOR THROUGH THE STATE OF MICHIGAN BID PROCESS: Department of Public Works, re: to replace a unit that has exceeded its life expectancy, from budgeted funds.
9. REQUEST FOR AUTHORIZATION TO PURCHASE TWO JOHN DEERE FLEX-WING GROOMING MOWERS FM1015R THROUGH THE STATE OF MICHIGAN BID PROCESS: Department of Public Works; re: to replace units that have exceeded their life expectancy, from budgeted funds.
10. REQUEST FOR AUTHORIZATION TO PURCHASE TWO 22' SURE-TRAC HEAVY EQUIPMENT LANDSCAPE TRAILERS: Department of Public Works, re: from budgeted funds.
11. AWARD OF BID: Department of Public Works, Building Maintenance; re: for professional architecture services for the Silver Village roof replacement, from budgeted funds.
12. REQUEST TO AMEND THE ENGINEERING CONTRACT WITH OHM ADVISORS: Department of Public Works, re: for as-needed professional engineering services in an amount not-to-exceed \$200,000 annually.
13. WAIVER PETITION: Planning Commission, re: Petition 2021-09-02-19 submitted by Livonia Gas Mart requesting to construct an addition and remodel the interior and exterior of the existing gas station (Mobil) at 31301 Plymouth Road, located on the southeast corner of Plymouth and Merriman Roads in the Northwest ¼ of Section 35.
14. RESIGNATION OF SCOTT MORGAN FROM THE ZONING BOARD OF APPEALS: Scott Morgan, re: effective immediately.
15. REQUEST TO AMEND COUNCIL RESOLUTION 224-21 – BOARD OF TRUSTEES OF THE LIVONIA EMPLOYEES RETIREMENT SYSTEM: Kathleen E. McIntyre, President, re: to replace Councilmember Laura Toy with Council President, Kathleen McIntyre, as the Council Representative.
16. APPOINTMENT OF TAMARA OLIVERIO TO THE ZONING BOARD OF APPEALS: Councilmember Cathy White, re: to begin upon resignation of Scott Morgan in order to fill his unexpired term, which expires July 12, 2024.

UNFINISHED BUSINESS

17. ROLL CALL: Proposed Amendment to the Livonia Code of Ordinances, as amended: Department of Law, re: to repeal Chapter 10 (Department of the Office of the City Council) of Title 2 (Administration and Personnel) and amend Section 080 (City Clerk Duties) of Chapter 04 (City Council) of Title 2 (Administration and Personnel), to abolish the current administrator position in a stand-alone department and create an identical administrative position under the direction and supervision of the City Clerk.
First Reading given by Vice President Scott Bahr on Wednesday, December 1, 2021.
18. ROLL CALL: Proposed Amendment to the Livonia Code of Ordinances, as amended: Department of Law, re: to amend Chapter 5.42 Section 010 (Definitions) to comport with Livonia Vision 21 Zoning Ordinance.
First Reading given by Vice President Scott Bahr on Wednesday, December 1, 2021.
19. REQUEST TO APPROVE INCREASE IN COMPENSATION FOR THE DIRECTOR OF HUMAN RESOURCES: Department of Civil Service, re: to be in the same compensation range as other Human Resource Directors in comparable communities.
20. REQUEST TO APPROVE INCREASE IN COMPENSATION FOR THE DIRECTOR OF ADMINISTRATIVE SERVICES & CHANGE IN TITLE: Department of Civil Service, re: to align with the current salaries of Department Heads with similar responsibilities.
21. APPLICATION FOR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATES: Nick Noecker, International Extrusions, Inc, re: to accommodate an advanced extrusion line which will add qualified new jobs for fifty (50) individuals, located at 39001 Schoolcraft Road, Livonia, MI 48150. (Industrial Development Overlay District #112)
(Public Hearing held on December 6, 2021)
22. APPLICATION FOR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATES: Pat Slattery, Tooling and Equipment International Corporation, re: for the addition of a pre-engineered metal building for fabricating complex, light weight, metal shapes used for electric vehicles, aerospace, and defense industries, located at 12550 Tech Center Drive, Livonia, MI 48150. (Industrial Development Overlay District #108)
(Public Hearing held on December 6, 2021)

NEW BUSINESS

AUDIENCE COMMUNICATION

Agenda for the Regular Meeting of December 13, 2021

SUSAN M. NASH, CITY CLERK

In accordance with Title II of the American with Disabilities Act as it pertains to access to Public Meetings, the City Clerk's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs. Please call (734) 466-2236 or email clerk@livonia.gov if you need assistance. **Council agendas are available on the City's website – www.livonia.gov - under Government, City Council, Agendas.**

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 22, 2021**

Meeting was called to order in the Auditorium of City Hall, 33000 Civic Center Drive, at 8:00 p.m. by President Kathleen McIntyre. Present: Scott Bahr, Cathy White, Brandon McCullough, Rob Donovic, Jim Jolly. Laura Toy and President Kathleen McIntyre. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Susan M. Nash, City Clerk; LaShawn Thomas, Director of Governmental Affairs; Curtis Caid, Chief of Police; Mike Slater, Director of Finance, Don Rohraff, Director of Public Works; Denise Maier, Director of Human Resources; Michelle Koppin, Parks and Recreation; and Sara Kasprowicz, Manager of Council Office.

1. REQUEST FOR DESIGNATION AS A NON-PROFIT ORGANIZATION: Chief Curtis Caid, President, Livonia First Responder Foundation, re: as required by the State of Michigan to obtain a Charitable Gaming License to allow a raffle fundraiser in the future.

Curtis Caid, Chief of Police, presented this request to Council. He stated before I get started with this brief presentation, I'd just like to take a moment and thank all of you, especially Councilperson White for your service, as you move on, and congratulate incoming President Jim Jolly and Vice President Laura Toy and congratulations as well to Councilman Donovic and upcoming Councilman Scott Morgan. And to you, Madam President and Vice President, thank you for your leadership over the years and your commitment to the City has been both on a professional/personal note, so thank you very much. This item before you is, as you indicated, a request for your designation, Council's designation, a local, according to the Gaming Board, a local government designation of a 501(c)(3) charitable organization. That recognition will allow us, the Livonia First Responder Foundation, to conduct fundraising efforts whether they're raffles, etc., with that license. Up to this point, we had our first raffle you may remember it started about a year ago, a little bit less, and we had the drawing over at Nehasil Park and that was for a motorcycle that was donated to the Foundation, that was our seed money to get the Foundation up and running. Very briefly, this Foundation was created through a number of very interested and supportive individuals. I sit as the President, the Vice-President is our Fire Chief, Dave Heavener, our secretary and our attorney is Brandon Grysko, Treasurer is Dan West, Steve Seattle from Roush Industries, Chuck Dardas from Alpha USA, Veronica Cruise from Alpha USA, Linda Nehasil and Antoinette Johnson, both surviving spouses of fallen Livonia Police Officers. So, we've got a very dynamic board that is committed to supporting this community through these charitable events and our First Responders and their families. So, once again, this is a request for your designation in this matter, I believe the form should be part of your packet that we will end up submitting to the State of Michigan for future consideration.

Councilmember Donovic congratulated Chief Caid on his upcoming retirement and the event held last week, that everyone was talking so highly of you and it was pretty impressive to see so many esteemed individuals up there talking so good about you, you must have paid them a lot of money. Congratulations, sir, you've done great work for the community and this is just another, another indication of what you have been dedicated to for so long to the First Responders of our community, leading them for a very long time, being a mentor to many of them. So, I am super excited about this organization and I heard rumors about it way back in the day and to see it come to light and already impacting the lives of First Responders and their families in such a short period of time, especially going through Covid and the uncertainties of just what's going on. And it's awesome to see different people come together to make this all possible, so if it's okay I'd love to offer an approving for Consent if there's no objection from my colleagues.

Councilmember Jolly stated I just want to congratulate the Chief again and wish him well and thank you.

Councilmember Toy thanked Chief Caid for all of his many, many, many years of service and it's just outstanding. Your insights and your forward thinking has really placed our department as one of the numbers, if not the number one department, I'm sure, in the State and certainly among the country and it's because of your leadership and all that you've done for us and all of us in our community, thank you for keeping us safe, thank you for all you're done and you're going to be very sorely, sorely missed.

President McIntyre thanked the Chief and welcomed acting Chief Goralski who will follow Chief Caid as Police Chief.

Chief Caid said if anyone is interested in making contributions to the Foundation, they use the credit union at Eight and Farmington, Michigan Schools and Government Credit Union, you can stop in there and indicate to the clerk that you'd like to make a contribution to the Foundation and they have that all set up. We'll be holding another raffle later on this year and there will be more to follow with that and we can always use the support. We had our first disbursement of a young lad that is fighting a very serious, serious illness and we were able to pay him a visit and help out the family a little bit with their plight. So thank you very much, appreciate it, Council.

Councilmember Donovic stated he and Councilmember McCullough are donating 50 bucks each to the Foundation to participate in No Shave November. I know you can't really see it, but it's coming in. Just wanted to do that little plug because I know the Livonia Police Officers are participating in No Shave November and donating money, it's awesome to see so many people coming together for that and I was hoping Chief Caid would have a beard today but I guess not.

DIRECTION:

APPROVING (12/13 meeting)

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

1.

Council Office
November 23, 2021

MEETING DATE

November 22, 2021

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

REQUEST FOR DESIGNATION AS A NON-PROFIT ORGANIZATION: Chief Curtis Caid, President, Livonia First Responder Foundation, re: as required by the State of Michigan to obtain a Charitable Gaming License to allow a raffle fundraiser in the future.

BACKGROUND

RECOMMENDATION

To consider the request for designation of the Livonia First Responder Foundation as a non-profit organization.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. S112221 Req for gaming license
2. S112221 5. Bylaws Adopted 2.18.21
3. S112221 MP-50362_Local_Governing_Body_Resolution_398650_7
4. S112221 6. Submitted Form 1023 2.20.21

APPROVED BY

From: [Curtis Caid](#)
To: [Kasprowicz, Sara](#)
Cc: [Curtis Caid](#)
Subject: Documents for Agenda Item
Date: Wednesday, November 17, 2021 7:08:37 AM
Attachments: [5. Bylaws Adopted 2.18.21.pdf](#)
[6. Submitted Form 1023 2.20.21.pdf](#)
[MP-50362 Local Governing Body Resolution 398650 7.pdf](#)

Hi Sara,

Attached are the by-laws, IRS EIN and State of Michigan Local Governing Body Resolution for Charitable Gaming Licenses as support for our request of recognition through Livonia City Council. Livonia First Responder Foundation anticipates conducting fundraising activities in the future, which would require obtaining various licenses through the State of Michigan Gaming Control Board. A required document to be considered for a license is the attached document.

If you require any other information or documentation, please feel free to contact me. I anticipate that, other than myself, there will be other board members present at the meeting.

Thank you for your assistance.

Curt Caid – President

Livonia First Responder Foundation

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BYLAWS OF THE LIVONIA FIRST RESPONDER FOUNDATION

ARTICLE I OFFICES

1.01 *Principal Office.* The principal office of the Corporation shall be at such place within the state of Michigan as the Board of Directors may determine from time to time.

1.02 *Other Offices.* The Board of Directors may establish other offices in or outside the state of Michigan.

ARTICLE II MEMBERS

There shall be no members.

ARTICLE III BOARD

3.01 *General Powers.* The business, property, and affairs of the Corporation shall be managed by the Board of Directors.

3.02 *Number.* There shall be not less than three nor more than nine directors on the Board as shall be fixed from time to time by the Board of Directors. The initial Board of Directors shall be appointed by the incorporator.

3.03 *Tenure.* A director of the Corporation shall hold office until the director's death, resignation, or removal, provided that the Board of Directors, by majority vote, may select a term of office on any board position.

3.04 *Resignation.* Any director may resign at any time by providing written notice to the Corporation. The resignation will be effective on receipt of the notice or at a later time designated in the notice. A successor shall be appointed as provided in section 3.06 of the bylaws.

3.05 *Removal.* Any director may be removed with cause by a majority vote of the remaining directors on the Board.

3.06 *Board Vacancies.* A vacancy on the Board may be filled with a person selected by majority vote of the remaining directors of the Board, provided that person is eligible to serve pursuant to MCL 450.2514.

3.07 *Annual Meeting.* An annual meeting shall be held each year on the third Tuesday in November. If the annual meeting is not held at that time, the Board shall cause the

meeting to be held as soon thereafter as is convenient. The Board may change the date and time of the annual meeting

3.08 *Regular Meetings.* Regular meetings of the Board may be held at the time and place as determined by resolution of the Board without notice other than the resolution.

3.09 *Special Meetings.* Special meetings of the Board may be called by the president or any two directors at a time and place as determined by those persons authorized to call special meetings. Notice of the time and place of special meetings shall be given to each director in any manner at least three days before the meeting.

3.10 *Statement of Purpose.* Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice for that meeting.

3.11 *Waiver of Notice.* The attendance of a director at a Board meeting, including electronic, telephonic, or other digital attendance, shall constitute a waiver of notice of the meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. In addition, the director may submit a signed waiver of notice that shall constitute a waiver of notice of the meeting.

3.12 *Meeting by Telephone or Similar Equipment.* A director may participate in a meeting by conference telephone, digital conference technology, or any similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting. In the event a notice of the time and place of a meeting is required, it is understood that a telephone number or internet link directing the user to teleconference or other digital conference shall be sufficient and such meeting is deemed to take place at the Principal Office of the Corporation.

3.13 *Quorum.* A majority of the directors then in office constitutes a quorum for the transaction of any business at any meeting of the Board. Actions voted on by a majority of directors present at a meeting where a quorum is present shall constitute authorized actions of the Board.

3.14 *Consent to Corporate Actions.* Any action required or permitted to be taken pursuant to authorization of the Board may be taken without a meeting if, before or after the action, all directors consent to the action in writing, which shall include electronic mail, other digital transmission, or facsimile transmission. Written consents shall be filed with the minutes of the Board's proceeding.

ARTICLE IV COMMITTEES

4.01 *General Powers.* The Board, by resolution adopted by a vote of a majority of its directors, may designate one or more committees, each committee consisting of one or more directors. The Board may also designate one or more directors as alternate committee members who may replace an absent or disqualified member at a committee meeting. If a committee member is absent or disqualified from voting, members present at a meeting who are not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint an alternate committee member to act at the committee meeting in place of the absent or disqualified member. All committees designated by the Board shall serve at the pleasure of the Board.

A committee designated by the Board may exercise any powers of the Board in managing the Corporation's business and affairs to the extent provided by resolution of the Board. However, no committee shall have the power to

- (a) amend the articles of incorporation;
- (b) adopt an agreement of merger or consolidation;
- (c) amend the bylaws of the Corporation;
- (d) fill vacancies on the Board; or
- (e) fix compensation of the directors for serving on the Board or on a committee.

4.02 *Meetings.* Committees shall meet as directed by the Board, and their meetings shall be governed by the rules provided in article III for meetings of the Board. Minutes shall be recorded at each committee meeting and shall be presented to the Board.

4.03 *Consent to Committee Actions.* Any action required or permitted to be taken pursuant to authorization of a committee may be taken without a meeting if, before or after the action, all members of the committee consent to the action in writing. Written consents shall be filed with the minutes of the committee's proceedings.

ARTICLE V OFFICERS

5.01 *Number.* The officers of the Corporation shall be appointed by the Board. The officers shall be a president, a secretary, and a treasurer. There may also be a chairperson, vice president, and such other officers as the Board deems appropriate. The president shall be a voting member of the Board. Two or more offices may be held by the same person, but such person shall not execute, acknowledge, or verify an instrument in more than one capacity if the instrument is required by law or by the

president or by the Board to be executed, acknowledged, or verified by two or more officers.

5.02 *Term of Office.* Each officer shall hold office for the term appointed and until a successor is appointed and qualified. An officer may resign at any time by providing written notice to the Corporation. Notice of resignation is effective on receipt or at a later time designated in the notice.

5.03 *Removal.* An officer appointed by the Board may be removed with or without cause by vote of a majority of the Board. The removal shall be without prejudice to the person's contract rights, if any. Appointment to an office does not of itself create contract rights.

5.04 *Vacancies.* A vacancy in any office for any reason may be filled by the Board.

5.05 *President.* The president shall be the chief executive officer of the Corporation and shall have authority over the general control and management of the business and affairs of the Corporation. The president shall have power to appoint or discharge employees, agents, or independent contractors, to determine their duties, and to fix their compensation. The president shall sign all corporate documents and agreements on behalf of the Corporation, unless the president or the Board instructs that the signing be done with or by some other officer, agent, or employee. The president shall see that all actions taken by the Board are executed and shall perform all other duties incident to the office. This is subject, however, to the president's right and the right of the Board to delegate any specific power to any other officer of the Corporation.

5.06 *Vice President.* The vice president, if any, shall have the power to perform duties that may be assigned by the president or the Board. If the president is absent or unable to perform his or her duties, the vice president shall perform the president's duties until the Board directs otherwise. The vice president shall perform all duties incident to the office.

5.07 *Chairperson.* The chairperson, if elected, shall preside at all Board meetings. The chairperson shall have the power to perform duties as may be assigned by the Board. If the president is absent or unable to perform his or her duties, the chairperson shall perform the president's duties until the Board directs otherwise. The chairperson shall perform all duties incident to the office.

5.08 *Secretary.* The secretary shall (a) keep minutes of Board meetings; (b) be responsible for providing notice to each director as required by law, the articles of incorporation, or these bylaws; (c) be the custodian of corporate records; (d) keep a register of the names and addresses of each officer and director; and (e) perform all duties incident to the office and other duties assigned by the president or the Board.

5.09 *Treasurer.* The treasurer shall (a) have charge and custody over corporate funds and securities; (b) keep accurate books and records of corporate receipts and

disbursements; (c) deposit all moneys and securities received by the Corporation at such depositories in the Corporation's name that may be designated by the Board; (d) complete all required corporate filings; and (e) perform all duties incident to the office and other duties assigned by the president or the Board.

ARTICLE VI CORPORATE DOCUMENT PROCEDURE

No corporate documents (including stocks, bonds, agreements, insurance and annuity contracts, qualified and nonqualified deferred compensation plans, notes, disbursements, loans, and other debt obligations) shall be signed by any officer, designated agent, or attorney-in-fact unless authorized by the Board or by these bylaws. Any officer of the Corporation may endorse a corporate check for any expense or purchase reasonable or necessary in the course of carrying out the business of the Corporation, subject to any board-approved policy relating to control and management of corporate funds.

ARTICLE VII INDEMNIFICATION

7.01 Indemnification. The Corporation will, to the fullest extent now or hereafter permitted by law, by regulations and rulings issued by the Internal Revenue Service, and by the Articles of Incorporation, indemnify any Board member or officer of the Corporation (and, to the extent provided in a resolution of the Board or by contract, may indemnify any volunteer, employee, or agent of the Corporation) who was or is a party or is threatened to be made a party to a threatened, pending, or completed action, suit, or proceeding by reason of the fact that the person is or was a Board member, director, officer, volunteer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a trustee, director, officer, partner, volunteer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, for expenses (other than taxes, penalties, or expenses of correction), including attorney fees (which expenses may be paid by the Corporation in advance of a final disposition of the action, suit, or proceeding as provided by law), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit, or proceeding if the person acted (or refrained from acting) in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and that person is either successful in his or her defense or the proceeding is terminated by settlement, and that person has not acted willfully and without reasonable cause regarding the Corporation duties concerned, and regarding a criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful.

The Corporation may purchase and maintain insurance on behalf of any such person against any liability (including penalties, taxes, expenses of correction, judgments, settlements, or expenses) asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation

would have the power to indemnify him or her against such liability under the provisions of this Article or under the provisions of MCL 450.2561–.2565 of the Michigan Nonprofit Corporation Act.

7.02 *Rights to Continue.* This indemnification will continue as to a person who has ceased to be a Board member or officer of the Corporation. Indemnification may continue as to a person who has ceased to be a volunteer, employee, or agent of the Corporation to the extent provided in a resolution of the Board of Directors or in any contract between the Corporation and the person. Any indemnification of a person who was entitled to indemnification after such person ceased to be a trustee, director, officer, volunteer, employee, or agent of the Corporation will inure to the benefit of the heirs and personal representatives of that person.

7.03 *Changes in Law.* If there are any changes in the Michigan statutory provisions, or the laws, regulations, and rulings issued by the Internal Revenue Service, applicable to the Corporation and relating to the subject matter of this article, the indemnification to which any person shall be entitled shall be determined by the changed provisions, but only to the extent that the change permits the Corporation to provide broader indemnification rights than the provisions permitted the Corporation to provide before the change.

ARTICLE VIII CONFLICT OF INTEREST

8.1 *Definitions.*

(a) Interested Person- Any director, principal officer, or member of a committee with governing Board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

(b) Financial Interest- A person has a financial interest of the person has, directly or indirectly, through business, investment, or immediate family:

(i) An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement;

(ii) A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement; or

(iii) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

8.2 *Disclosure.* In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing Board delegated powers considering the proposed transaction or arrangement. After disclosure of the financial interest and all material

facts, and after any discussion with the interested person, he/she shall leave the governing Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.

8.3 *Voting*. Upon the finding that a conflict exists, the conflicted Board member or officer should not vote on the matter but may make a presentation at the governing board or committee meeting. He or she may be counted in determining a quorum for the meeting at which the matter is voted on, as permitted by law. The Board should obtain and rely on appropriate comparability data, professional expert advice, and legal advice, when appropriate, and investigate any alternative arrangements.

8.4 *Record Keeping*. The minutes of the meeting should reflect that the disclosure was made, that the interested Board member abstained from voting, whether his or her presence was counted in determining a quorum, and whether comparability data, professional expert advice, and/or legal advice was considered and used as a basis for making the decision. The comparability data should be attached to the minutes and made a part of the record.

8.5 *Violations of Conflict of Interest Policy*. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

ARTICLE IX COMPENSATION

When authorized by the Board, a person shall be reasonably compensated for services rendered to the Corporation as an officer, director, employee, agent, or independent contractor, except as prohibited by these bylaws.

ARTICLE X FISCAL YEAR

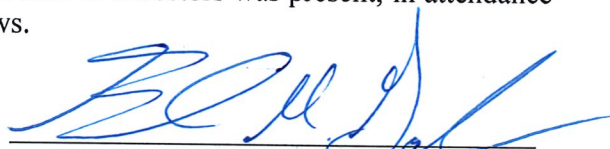
The fiscal year of the Corporation shall end on December 31.

ARTICLE XI
AMENDMENTS

The Board of Directors at any regular or special meeting may amend or repeal these bylaws, or adopt new bylaws by vote of a majority of the directors, if notice setting forth the terms of the proposal has been given in accordance with any notice requirement for the meeting of the Board.

ADOPTED: February 18, 2021

I, Brandon M. Grysko, being the Secretary of the Livonia First Responder Foundation, a Michigan nonprofit corporation, certify that the foregoing Bylaws were adopted by the corporation at its Board of Directors meeting, duly and validly held on the 18th day of February, 2021, at which a quorum of said Board of Directors was present, in attendance throughout, and voted in favor of said Bylaws.



BRANDON M. GRYSKO, SECRETARY
LIVONIA FIRST RESPONDER
FOUNDATION



State of Michigan
Michigan Gaming Control Board
Millionaire Party Licensing
3062 W. Grand Blvd, Suite L-700
Detroit, MI 48202-6062
Phone: (313) 456-4940
Fax: (313) 456-3405
Email: Millionaireparty@michigan.gov
www.michigan.gov/mgcb

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(k)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a nonprofit
COUNTY

organization operating in the community, for the purpose of obtaining charitable gaming licenses, be

considered for _____
APPROVAL/DISAPPROVAL

<u>APPROVAL:</u>	Yeas: _____	<u>DISAPPROVAL:</u>	Yeas: _____
	Nays: _____		Nays: _____
	Absent: _____		Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted

by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

Organization Information: _____
ORGANIZATION'S MAILING ADDRESS, STREET, CITY, ZIP

_____	()
ORGANIZATION'S PRINCIPAL OFFICER NAME AND TITLE	PHONE NUMBER

**Streamlined Application for Recognition of Exemption
Under Section 501(c)(3) of the Internal Revenue Code**

Do not enter Social Security numbers on this form as it will be made public.

Information about Form 1023-EZ and its separate instructions is at www.irs.gov/form1023**Note:** If exempt status is approved,
this application will be open for
public inspection.

☒ **Check this box to attest that you have completed the Form 1023-EZ Eligibility Worksheet in the current instructions, are eligible to apply for exemption using Form 1023-EZ, and have read and understand the requirements to be exempt under section 501(c)(3).**

Have your annual gross receipts exceeded \$50,000 in any of the past 3 years and/or do you project that your annual gross receipts will exceed \$50,000 in any of the next 3 years? If yes, stop. Do not file Form 1023-EZ. See Instructions. ☐ Yes ☒ No

Do you have total assets the fair market value of which is in excess of \$250,000? If yes, stop. Do not file Form 1023-EZ. See Instructions. ☐ Yes ☒ No

Part I Identification of Applicant

1a Full Name of Organization LIVONIA FIRST RESPONDER FOUNDATION		b Care Of Name (if applicable) BRANDON M GRYSKO		
c Mailing Address (number, street, and room/suite). If a P.O. box, see instructions. 41700 SIX MILE ROAD SUITE 101		d City NORTHVILLE	e State MI	f Zip code + 4 48168
2 Employer Identification Number 86-1231664	3 Month Tax Year Ends (MM) 12	4 Person to Contact if More Information is Needed BRANDON M GRYSKO		
5 Contact Telephone Number 248-912-3240		6 Fax Number (optional) 248-380-3434	7 User Fee Submitted \$275.00	
8 List the names, titles, and mailing addresses of your officers, directors, and/or trustees. (If you have more than five, see instructions.)				
First Name: CURTIS		Last Name: CAID		Title: PRESIDENT
Street Address: 15050 FARMINGTON		City: LIVONIA	State: MI	Zip code + 4: 48154
First Name: DAVE		Last Name: HEAVENER		Title: VICE PRESIDENT
Street Address: 14910 FARMINGTON		City: LIVONIA	State: MI	Zip code + 4: 48154
First Name: BRANDON		Last Name: GRYSKO		Title: SECRETARY
Street Address: 41700 SIX MILE ROAD SUITE 101		City: NORTHVILLE	State: MI	Zip code + 4: 48168
First Name: DAN		Last Name: WEST		Title: TREASURER
Street Address: 33300 FIVE MILE ROAD SUITE 212		City: LIVONIA	State: MI	Zip code + 4: 48154
First Name: CHARLES		Last Name: DARDAS		Title: DIRECTOR
Street Address: 33375 GLENDALE		City: LIVONIA	State: MI	Zip code + 4: 48154
9a Organization's Website (if available):				
b Organization's Email (optional):				

Part II Organizational Structure

- 1** To file this form, you must be a corporation, an unincorporated association, or a trust. **Select the box** for the type of organization.
- ☒ Corporation ☐ Unincorporated association ☐ Trust
- 2** ☒ **Check this box** to attest that you have the organizing document necessary for the organizational structure indicated above.
(See the instructions for an explanation of **necessary organizing documents**.)
- 3** Date incorporated if a corporation, or formed if other than a corporation (MMDDYYYY): 01052021
- 4** State of Incorporation or other formation: Michigan
- 5** Section 501(c)(3) requires that your organizing document must limit your purposes to one or more exempt purposes within section 501(c)(3).
- ☒ **Check this box** to attest that your organizing document contains this limitation.
- 6** Section 501(c)(3) requires that your organizing document must not expressly empower you to engage, otherwise than as an insubstantial part of your activities, in activities that in themselves are not in furtherance of one or more exempt purposes.
- ☒ **Check this box** to attest that your organizing document does not expressly empower you to engage, otherwise than as an insubstantial part of your activities, in activities that in themselves are not in furtherance of one or more exempt purposes.
- 7** Section 501(c)(3) requires that your organizing document must provide that upon dissolution, your remaining assets be used exclusively for section 501(c)(3) exempt purposes. Depending on your entity type and the state in which you are formed, this requirement may be satisfied by operation of state law.
- ☒ **Check this box** to attest that your organizing document contains the dissolution provision required under section 501(c)(3) or that you do not need an express dissolution provision in your organizing document because you rely on the operation of state law in the state in which you are formed for your dissolution provision.

Part III Your Specific Activities

- 1** Briefly describe the organization's mission or most significant activities (limit 250 characters)

To promote positive community outreach between first responders and the community; make donations for public safety equipment and training; and support and recognize first responders who made great personal sacrifice in the line of duty.

- 2** Enter the appropriate 3-character NTEE Code that best describes your activities (See the instructions): M99

- 3** To qualify for exemption as a section 501(c)(3) organization, you must be organized and operated exclusively to further one or more of the following purposes. By checking the box or boxes below, you attest that you are organized and operated exclusively to further the purposes indicated. **Check all that apply.**

- | | | |
|---|---|--|
| ☒ Charitable | ☐ Religious | ☐ Educational |
| ☐ Scientific | ☐ Literary | ☐ Testing for public safety |
| ☐ To foster national or international amateur sports competition | ☐ Prevention of cruelty to children or animals | |

- 4** To qualify for exemption as a section 501(c)(3) organization, you must:

- Refrain from supporting or opposing candidates in political campaigns in any way.
- Ensure that your net earnings do not inure in whole or in part to the benefit of private shareholders or individuals (that is, board members, officers, key management employees, or other insiders).
- Not further non-exempt purposes (such as purposes that benefit private interests) more than insubstantially.
- Not be organized or operated for the primary purpose of conducting a trade or business that is not related to your exempt purpose(s).
- Not devote more than an insubstantial part of your activities attempting to influence legislation or, if you made a section 501(h) election, not normally make expenditures in excess of expenditure limitations outlined in section 501(h).
- Not provide commercial-type insurance as a substantial part of your activities.

☒ **Check this box** to attest that you have not conducted and will not conduct activities that violate these prohibitions and restrictions.

- 5** Do you or will you attempt to influence legislation? _____ ☐ Yes ☒ No
(If yes, consider filing Form 5768. See the instructions for more details.)
- 6** Do you or will you pay compensation to any of your officers, directors, or trustees? _____ ☐ Yes ☒ No
(Refer to the instructions for a definition of **compensation**.)
- 7** Do you or will you donate funds to or pay expenses for individual(s)? _____ ☒ Yes ☐ No
- 8** Do you or will you conduct activities or provide grants or other assistance to individual(s) or organization(s) outside the United States? _____ ☐ Yes ☒ No
- 9** Do you or will you engage in financial transactions (for example, loans, payments, rents, etc.) with any of your officers, directors, or trustees, or any entities they own or control? _____ ☒ Yes ☐ No
- 10** Do you or will you have unrelated business gross income of \$1,000 or more during a tax year? _____ ☐ Yes ☒ No
- 11** Do you or will you operate bingo or other gaming activities? _____ ☒ Yes ☐ No
- 12** Do you or will you provide disaster relief? _____ ☒ Yes ☐ No

Part IV Foundation Classification

Part IV is designed to classify you as an organization that is either a private foundation or a public charity. Public charity status is a more favorable tax status than private foundation status.

- 1** Are you applying for recognition as a church, school, or hospital (described in section 170(b)(1)(A)(i), (ii), or (iii) of the Internal Revenue Code)? If yes, stop. Do not file Form 1023-EZ. See Instructions ☐ Yes ☒ No
- 2** If you qualify for public charity status, check the appropriate box (**2a - 2c** below) and skip to **Part V** below.
- a** ☒ **Select this box** to attest that you normally receive at least one-third of your support from public sources or you normally receive at least 10 percent of your support from public sources and you have other characteristics of a publicly supported organization. **Sections 509(a)(1) and 170(b)(1)(A)(vi).**
- b** ☐ **Select this box** to attest that you normally receive more than one-third of your support from a combination of gifts, grants, contributions, membership fees, and gross receipts (from permitted sources) from activities related to your exempt functions and normally receive not more than one-third of your support from investment income and unrelated business taxable income. **Section 509(a)(2).**
- c** ☐ **Select this box** to attest that you are operated for the benefit of a college or university that is owned or operated by a governmental unit. **Sections 509(a)(1) and 170(b)(1)(A)(iv).**
- 3** If you are not described in items **2a - 2c** above, you are a private foundation. As a private foundation, you are required by section 508(e) to have specific provisions in your organizing document, unless you rely on the operation of state law in the state in which you were formed to meet these requirements. These specific provisions require that you operate to avoid liability for private foundation excise taxes under sections 4941-4945.
- ☐ **Select this box** to attest that your organizing document contains the provisions required by section 508(e) or that your organizing document does not need to include the provisions required by section 508(e) because you rely on the operation of state law in your particular state to meet the requirements of section 508(e). (See the instructions for explanation of the section 508(e) requirements.)

Part V **Reinstatement After Automatic Revocation**

Complete this section only if you are applying for reinstatement of exemption after being automatically revoked for failure to file required annual returns or notices for three consecutive years, and you are applying for reinstatement under section 4 or 7 of Revenue Procedure 2014-11. (Check only one box.)

- 1 ☐ **Check this box** if you are seeking retroactive reinstatement under section 4 of Revenue Procedure 2014-11. By checking this box, you attest that you meet the specified requirements of section 4, that your failure to file was not intentional, and that you have put in place procedures to file required returns or notices in the future. (See the instructions for requirements.)
- 2 ☐ **Check this box** if you are seeking reinstatement under section 7 of Revenue Procedure 2014-11, effective the date you are filling this application.

Part VI **Signature**

☒ **I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, and to the best of my knowledge it is true, correct, and complete.**

BRANDON GRYSKO

(Type name of signer)

SECRETARY

(Type title or authority of signer)

02202021

(Date)

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 22, 2021**

Meeting was called to order in the Auditorium of City Hall, 33000 Civic Center Drive, at 8:00 p.m. by President Kathleen McIntyre. Present: Scott Bahr, Cathy White, Brandon McCullough, Rob Donovic, Jim Jolly. Laura Toy and President Kathleen McIntyre. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Susan M. Nash, City Clerk; LaShawn Thomas, Director of Governmental Affairs; Curtis Caid, Chief of Police; Mike Slater, Director of Finance, Don Rohraff, Director of Public Works; Denise Maier, Director of Human Resources; Michelle Koppin, Parks and Recreation; and Sara Kasprowicz, Manager of Council Office.

3. REQUEST TO APPROVE LOYALTY PAY STIPEND & RECOGNITION:
Department of Civil Service, re: loyalty pay for temporary, part-time employees and recognition for CERT.

Denise Maier, Director of Human Resources, presented this request to Council. She stated I am back before you at the request of the Administration and the support of the Civil Service Commission, looking for a loyalty pay stipend for part-time temporary employees. In addition, a recognition gift, if you will, for the Community Emergency Response Team, better known as CERT, for the work that they did during the vaccination clinic that was held over at the Senior Center where over 18,000 vaccinations were administered to City residents. The loyalty pay for the temporary part-time employees is a \$500 stipend for any current part-time employee at least 500 hours from April 2020 through March 2021. And this includes employees that are part of our Livonia Transit Bus Drivers and dispatchers who transport our seniors and disabled to doctor's appointments, to the grocery store, and they kept these services going throughout the pandemic. And they were creative on their buses as to how they would keep everybody safe and they really stepped up at a difficult time. It also includes Livonia Police Reserve Officers who serve as security here in City Hall; 16th District Court Probation Work Program supervisors, who coordinate probation and are serving the community, and several other classifications. This was approved at a Special Service Commission meeting on November 4th and we move it to the Council in the hopes that you'll support it as well.

Councilmember Toy offered an approving resolution for the Consent Agenda. Thank you to you and the Administration for considering that, I know there was a lot of concern about it.

DIRECTION: APPROVING (12/13 meeting) CONSENT

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 22, 2021**

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Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Susan M. Nash, City Clerk; LaShawn Thomas, Director of Governmental Affairs; Curtis Caid, Chief of Police; Mike Slater, Director of Finance, Don Rohraff, Director of Public Works; Denise Maier, Director of Human Resources; Michelle Koppin, Parks and Recreation; and Sara Kasprowicz, Manager of Council Office.

4. REQUEST TO ENTER INTO AN AGREEMENT BETWEEN MICHIGAN ECONOMIC DEVELOPMENT CORPORATION AND CITY OF LIVONIA: Department of Parks and Recreation, re: for installation of a senior playground at Ben Celani Park with additional monies contributed by Healthy Livonia.

Michelle Koppin, Parks & Recreation, presented this request to Council. She stated this is a request for an agreement to enter into with MEDC or the Michigan Economic Development Corporation. They would match the \$100,000 that is coming from Healthy Livonia and then our City, an additional \$50,000 would be the rest of the matching funds. This is for what sometimes is referred to as a senior playground but otherwise known as a fitness area. So this would go in the Ben Celani play area on the southeast corner of the Bicentennial Park.

Councilmember Toy asked if this is part of the money that was donated or going to be donated and Koppin replied we are developing that whole Ben Celani area and this senior playground or senior fitness component is one piece of it. We'll be issuing bids for the universal playgrounds within the next couple of weeks.

Toy asked if the bars would be lower and that kind of stuff and Koppin replied this is more of a fitness phase, yes.

Toy then stated I wasn't trying to be insulting but I am a senior so I've got to make sure.

Councilmember Jolly said he'd be happy to take Ms. Toy out there any time she wants.

President McIntyre asked if the City has renamed the part of McNamara Park as Ben Celani Park and Koppin replied this has been named this but I don't know the exact year, but it has been for some time, I believe over 15 years.

Bernier replied it's in the ordinance that way.

Koppin stated just on the southeast corner there is a sign that you can see off of Seven Mile regarding that name.

Councilmember Jolly offered an approving resolution for the Consent Agenda.

DIRECTION: APPROVING (12/13 meeting) CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

2.

Civil Service
November 23, 2021

MEETING DATE

November 22, 2021

PREPARED BY

Sara Kasproicz, Council Office Manager,

AGENDA ITEM

REQUEST TO APPROVE LOYALTY PAY STIPEND & RECOGNITION: Department of Civil Service, re: loyalty pay for temporary, part-time employees and recognition for CERT.

BACKGROUND

November 9, 2021

TO: Livonia City Council
RE: Loyalty Pay for Temp. P-T Employees, Recognition for CERT

Dear Council Members,

Your approval of Loyalty Pay (Hero Pay) stipends for regular, active full-time and part-time employees was a well-earned reward for employees who provided services in the midst of unprecedented challenges during the COVID-19 pandemic. We also recognized that a group of temporary, part-time employees and a group of dedicated volunteers are equally as deserving of a show of appreciation.

With that in mind, my administration sought and received support from the Civil Service Commission (see attached) to recognize a group of dedicated temporary, part-time employees who enable the City to continue serving residents and delivering important programs.

While the work of all the City's part-time, temporary employees is critically important and greatly appreciated, we are requesting your support in providing a \$500 Loyalty Pay stipend for each current temporary, part-time employee who worked at least 500 hours from April of 2020 through March of 2021.

There are 29 employees on this list. They include Livonia Transit Bus Drivers and Dispatchers who transport Livonia senior citizens and disabled adults, Livonia Police Reserve Officers who serve as security in City Hall, 16th District Court Probation Work Program Supervisors who coordinate probationers serving the community, and several others. Just like regular employees, these loyal employees have had to adjust to new protocols and shifting restrictions, while still interacting with the public and staff during the pandemic.

In addition, we are asking your support in purchasing a \$50 gift cards as a gesture of support to our Community Emergency Response Team (CERT) volunteers who put in more than 50 hours during

this same time period. Those of you who visited the Senior Center during our Vaccinate Livonia program know that our CERT volunteers were invaluable to helping deliver 18,000 vaccine doses to Livonia residents. They also mobilized in support of the Together Livonia Cares project, focused on personal protective equipment. With your support, 14 CERT volunteers who met the 50-hour criteria will receive \$50 gift cards in a Thank You sent to them.

As with the previous Loyalty Pay provisions, we propose using funds from the American Rescue Plan for these costs, which will need to include FICA costs for those on payroll. Stipends of this nature are permitted under the Interim Final Rule issued by the Department of Treasury and this request has been reviewed by the departments of Law, Civil Service, and Finance.

Therefore, it is requested that City Council approve budget amendments increasing revenue in account no. 223-238-528-025, American Rescue Plan Grant by a total of \$16,310, increasing expense in account no. 223-238-702-000, salaries and wages by \$15,200, and increasing expense in account no. 223-238-715-000, FICA by \$1,110.

Thank you for considering this proposal to recognize these dedicated employees and volunteers who performed their duties in the midst of such extraordinary circumstances.

Sincerely

Maureen Miller Brosnan
Mayor

RECOMMENDATION

1. Approve as described in the attached document.
2. Approve budget amendments increasing revenue in account no. 223-238-528-025, American Rescue Plan Grant by a total of \$16,310, increasing expense in account no. 223-238-702-000, salaries and wages by \$15,200, and increasing expense in account no. 223-238-715-000, FICA by \$1,110.

FISCAL CONSIDERATION

ATTACHMENTS

1. Packet to Council Transmitting Loyalty Pay Stipend

APPROVED BY



Denise C. Maier, SPHR, Human Resources
Director

Date: November 09,
2021



Date: November 10,
2021

Michael Slater, Finance Director



Date: November 10,
2021

Paul Bernier, City Attorney



Date: November 10,
2021

Maureen Miller Brosnan, Mayor

OFFICE OF THE MAYOR

MAUREEN MILLER BROSNAN
MAYOR



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2201
mayor@ci.livonia.mi.us

November 9, 2021

TO: Livonia City Council
RE: Loyalty Pay for Temp. P-T Employees, Recognition for CERT

Dear Council Members,

Your approval of Loyalty Pay (Hero Pay) stipends for regular, active full-time and part-time employees was a well-earned reward for employees who provided services in the midst of unprecedented challenges during the COVID-19 pandemic. We also recognized that a group of temporary, part-time employees and a group of dedicated volunteers are equally as deserving of a show of appreciation.

With that in mind, my administration sought and received support from the Civil Service Commission (see attached) to recognize a group of dedicated temporary, part-time employees who enable the City to continue serving residents and delivering important programs.

While the work of all the City's part-time, temporary employees is critically important and greatly appreciated, we are requesting your support in providing a \$500 Loyalty Pay stipend for each current temporary, part-time employee who worked at least 500 hours from April of 2020 through March of 2021.

There are 29 employees on this list. They include Livonia Transit Bus Drivers and Dispatchers who transport Livonia senior citizens and disabled adults, Livonia Police Reserve Officers who serve as security in City Hall, 16th District Court Probation Work Program Supervisors who coordinate probationers serving the community, and several others. Just like regular employees, these loyal employees have had to adjust to new protocols and shifting restrictions, while still interacting with the public and staff during the pandemic.

In addition, we are asking your support in purchasing a \$50 gift cards as a gesture of support to our Community Emergency Response Team (CERT) volunteers who put in more than 50 hours during this same time period. Those of you who visited the Senior Center during our Vaccinate Livonia program know that our CERT volunteers were invaluable to helping deliver 18,000 vaccine doses to Livonia residents. They also mobilized in support of the Together Livonia Cares project, focused on personal

protective equipment. With your support, 14 CERT volunteers who met the 50-hour criteria will receive \$50 gift cards in a Thank You sent to them.

As with the previous Loyalty Pay provisions, we propose using funds from the American Rescue Plan for these costs, which will need to include FICA costs for those on payroll. Stipends of this nature are permitted under the Interim Final Rule issued by the Department of Treasury and this request has been reviewed by the departments of Law, Civil Service, and Finance.

Therefore, it is requested that City Council approve budget amendments increasing revenue in account no. 223-238-528-025, American Rescue Plan Grant by a total of \$16,310, increasing expense in account no. 223-238-702-000, salaries and wages by \$15,200, and increasing expense in account no. 223-238-715-000, FICA by \$1,110.

Thank you for considering this proposal to recognize these dedicated employees and volunteers who performed their duties in the midst of such extraordinary circumstances.

Sincerely

A handwritten signature in black ink, reading "Maureen Miller Brosnan". The signature is fluid and cursive, with the first name "Maureen" being the most prominent.

Maureen Miller Brosnan
Mayor

CIVIL SERVICE DEPARTMENT

MAUREEN MILLER BROSNAN
MAYOR

CIVIL SERVICE COMMISSION

ROGER L. SPENCE, CHAIRPERSON
CHARLOTTE S. MAHONEY, COMMISSIONER
JAMES WENSON, COMMISSIONER



MEMBER IPMA-HR /SHRM
International Public Management Association
for Human Resources
Society for Human Resources Management

DENISE C. MAIER, SPHR
HUMAN RESOURCES DIRECTOR

November 8, 2021

Honorable Members of City Council
City of Livonia

Subject: Request for Loyalty Pay (Hero Pay) Stipend

Dear Council Members:

At the special Civil Service Commission meeting of November 4, 2021, with Chairperson Roger L. Spence, Commissioners Charlotte S. Mahoney, and James Wenson being present, with minutes to be approved on November 17, 2021, the Civil Service Commission approved the following resolution:

Upon a motion by Ms. Mahoney, seconded by Mr. Wenson, and adopted, it was

21-160 RESOLVED, that having reviewed the letter dated November 2, 2021, from Maureen Miller Brosnan, Mayor, requesting a Loyalty Pay (Hero Pay) stipend for current, temporary part-time employees, who worked at least 500 hours from April of 2020 through March of 2021, the Civil Service Commission does hereby approve the request for the Loyalty Pay (Hero Pay) stipend. The Civil Service Commission submits the same to City Council for their review and consideration.

Attached is a copy of Mayor Brosnan's letter for your review.

If you have any questions concerning this matter, please call me at (734) 466-2527.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Denise C. Maier".

Denise C. Maier
Human Resources Director

je

cc: Mayor; City Clerk; City Attorney; Director of Finance; Civil Service Commission;
File

MEMORANDUM

FROM: Denise C. Maier, SPHR, Human Resources Director
DATE: November 3, 2021
SUBJECT: Loyalty Pay for Temporary Part-Time Employees

In correspondence dated November 2, 2021, Mayor Maureen Miller Brosnan requests that the Civil Service Commission consider approving a Loyalty Pay stipend of \$500 for each current temporary part-time employee who worked at least 500 hours from April 2020 through March of 2021. This stipend is meant to honor and acknowledge the exceptional performance and flexibility of our City employees who continued to provide quality services to residents while faced with the ever-changing challenges of the pandemic.

The cost of this proposal is approximately \$14,500 and will be funded with federal American Rescue Plan Act dollars. This request has been reviewed by the Law, Finance, and Civil Service Departments and has been determined to be an allowed expenditure under the Act.

Per the City of Livonia Charter, CHAPTER V, EXECUTIVE DIVISION, Section 16(b)(1) Powers and Duties of the Commission, the Civil Service Commission is given the authority to "establish and administer..., a schedule of compensation..."

It is recommended that this stipend be considered for adoption.

COMMENTS BY THE HUMAN RESOURCES DIRECTOR:

Concur.
Denise C. Maier
11-3-2021

OFFICE OF THE MAYOR

MAUREEN MILLER BROSNAN
MAYOR



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2201
mayor@ci.livonia.mi.us

November 2, 2021

RECEIVED
NOV 02 2021
LIVONIA CIVIL SERVICE

TO: Livonia Civil Service Commission
RE: Loyalty Pay for Temporary Part-time Employees

Dear Commissioners,

Thank you for your previous support for Loyalty Pay (Hero Pay) stipends that were approved for regular, active full-time and part-time employees, recognizing the unprecedented changes and challenges of continuing to deliver city services during the COVID-19 pandemic. Today, I am seeking your support for another group of employees who are equally as deserving of this recognition.

Livonia is blessed with many dedicated temporary, part-time employees who enable the City to continue serving residents and delivering important programs. These include Livonia Transit Bus Drivers and Dispatchers who transport Livonia Seniors and Disabled Adults, Livonia Police Reserve Officers who serve as security in City Hall, 16th District Court Probation Work Program Supervisors who coordinate probationers serving the community, and several others. To continue providing services, these loyal employees have been required to adjust to new protocols and shifting restrictions, while still interacting with the public and staff in the midst of the pandemic.

While the work of all of the City's part-time, temporary employees is critically important and greatly appreciated, we propose providing a \$500 Loyalty Pay stipend for each current employee who worked at least 500 hours from April of 2020 through March of 2021. There are 29 employees on this list.

As with the previous Loyalty Pay provisions, we propose using funds received from the American Rescue Plan for this \$14,500 cost. Stipends of this nature are permitted under the Interim Final Rule issued by the Department of Treasury and this request has been reviewed by the departments of Law, Civil Service and Finance.

I look forward to your support in recognizing these dedicated employees who performed their duties in the midst of such extraordinary circumstances.

Sincerely

Maureen Miller Brosnan
Mayor

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 22, 2021**

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Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Susan M. Nash, City Clerk; LaShawn Thomas, Director of Governmental Affairs; Curtis Caid, Chief of Police; Mike Slater, Director of Finance, Don Rohraff, Director of Public Works; Denise Maier, Director of Human Resources; Michelle Koppin, Parks and Recreation; and Sara Kasprowicz, Manager of Council Office.

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Toy asked if the bars would be lower and that kind of stuff and Koppin replied this is more of a fitness phase, yes.

Toy then stated I wasn't trying to be insulting but I am a senior so I've got to make sure.

Councilmember Jolly said he'd be happy to take Ms. Toy out there any time she wants.

President McIntyre asked if the City has renamed the part of McNamara Park as Ben Celani Park and Koppin replied this has been named this but I don't know the exact year, but it has been for some time, I believe over 15 years.

Bernier replied it's in the ordinance that way.

Koppin stated just on the southeast corner there is a sign that you can see off of Seven Mile regarding that name.

Councilmember Jolly offered an approving resolution for the Consent Agenda.

DIRECTION: APPROVING (12/13 meeting) CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

3.

Parks and Recreation
November 23, 2021

MEETING DATE

November 22, 2021

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

REQUEST TO ENTER INTO AN AGREEMENT BETWEEN MICHIGAN ECONOMIC DEVELOPMENT CORPORATION AND CITY OF LIVONIA: Department of Parks and Recreation, re: for installation of a senior playground at Ben Celani Park, with additional monies contributed by Healthy Livonia.

BACKGROUND

The Department of Parks and Recreation respectfully requests your approval to enter into an agreement with the Michigan Economic Development Corporation for a grant of \$100,000.00 to be used toward the following project:

- Bicentennial Park – installation of a senior playground at Ben Celani Park

RECOMMENDATION

We ask Council to authorize the Mayor and City Clerk to execute this contract, which has been approved as to form by City Attorney Paul Bernier, on behalf of the City of Livonia.

FISCAL CONSIDERATION

This contract is for 2022 and the project is budgeted for the 21/22 fiscal year. The playground will be completed with City funds and then reimbursed by the MEDC. The total cost of the project is projected to be \$250,000, with additional monies contributed by Healthy Livonia. City matching funds of approximately \$50,000 will be required in addition to the grant.

ATTACHMENTS

1. 2021 Ben Celani MEDC

APPROVED BY

A handwritten signature in black ink, appearing to be "Sara Kasprovicz".

Date: November 09,
2021

Ted Davis, CPRP, Superintendent of Parks and Recreation



Date: November 10,
2021

Michael Slater, Finance Director



Date: November 10,
2021

Paul Bernier, City Attorney



Date: November 10,
2021

Maureen Miller Brosnan, Mayor

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION
GRANT WITH
City of Livonia**

The Michigan Economic Development Corporation (the “MEDC”) enters into a binding agreement (the “Agreement”) with City of Livonia (the “Grantee”). As used in this Agreement, the MEDC and Grantee are sometimes individually referred to as a “Party” and collectively as “Parties.”

Grantee: City of Livonia
33000 Civic Center Drive
Livonia, Michigan 48154

I. NATURE OF SERVICES. The purpose of this Agreement is to provide funding to the Grantee to build a Senior Playground in the Ben Celani Play Area of Bicentennial Park in Livonia (the “Grant Activities”).

II. PERFORMANCE SCHEDULE.

Starting Date: October 1, 2021

Ending Date: September 30, 2022

The term of this Agreement (the “Term”) shall commence on the Starting Date and shall continue until the occurrence of an event described in Section IX of this Agreement.

III. INCORPORATION BY REFERENCE. The following documents are incorporated by reference as binding obligations, term, and conditions of the Agreement.

Exhibit A: Grantee’s Budget

In the event of any inconsistency between the provisions of Exhibits A and this Agreement, the provisions of this Agreement shall control.

IV. PAYMENT SCHEDULE INFORMATION.

A. The MEDC agrees to pay the Grantee a sum not to exceed \$100,000 (the “Grant”). A disbursement of 50% of the funds may be made following Grant Agreement execution and authorization by the Grant Administrator. Additional funds shall only be disbursed after verification that the previous payment has been expended, in full, in accordance with the Agreement.

- B. Payment(s) under this Agreement shall be made by the MEDC to Grantee upon receipt and approval by the Grant Administrator of Grantee's billing statement(s) stating that the work for which payment is requested has been appropriately performed. Grantee shall provide Grantee's billing statement(s) to Grant Administrator or at Grant Administrator's direction. Grant Administrator shall provide Grantee with appropriate submission instructions of Grantee's billing statement(s).
 - C. MEDC requires that payments under this Agreement be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).
 - D. The Grantee agrees that all funds shown in the Budget, described in Exhibit A, are to be spent as specified. This Agreement does not commit the MEDC to approve requests for additional funds during or beyond this Grant period.
 - E. Changes in the Budget will be allowed only upon prior review and written approval by the Grant Administrator.
 - F. Grantee's billing statement(s) may be subject to a final audit prior to the release of final payment.
- V. **MEDC GRANT ADMINISTRATOR.** The Grantee must communicate with the MEDC representative named below or his or her designee regarding this Agreement. The Grant Administrator may be changed, at any time, at the discretion of the MEDC.

Kristyn Blackmer (the "Grant Administrator")
Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913
blackmerk1@michigan.org

VI. **GRANTEE DUTIES.**

- A. The Grantee agrees to submit documentation of the expenditures of funds in accordance with Exhibit A and submit quarterly progress reports in a form and to the satisfaction of the MEDC, that provides at a minimum the status of the project and an accounting of all funds expended on Grant Activities during that quarter.

VII. RELATIONSHIP OF THE PARTIES.

- A.** Due to the nature of the services described herein and the need for specialized skill and knowledge of Grantee, the MEDC is entering into this Agreement with Grantee. As a result, neither Grantee nor any of its employees or agents is or shall become an employee of the MEDC due to this Agreement.
- B.** Grantee will provide the services and achieve the results specified in this Agreement free from the direction or control of the MEDC as to means and methods of performance.
- C.** The MEDC is not responsible for any insurance or other fringe benefits, including, but not limited to, Social Security, Worker's Compensation, income tax withholdings, retirement or leave benefits, for Grantee or its employees. Grantee assumes full responsibility for the provision of all such insurance coverage and fringe benefits for its employees.
- D.** All tools, supplies, materials, equipment, and office space necessary to carry out the services described in this Agreement are the sole responsibility of Grantee unless otherwise specified herein.
- E.** Grantee shall retain all control of its employees and staffing decisions independent of the direction and control of the MEDC.

VIII. ACCESS TO RECORDS. During the Term, and for seven (7) years after the Ending Date, the Grantee shall maintain reasonable records, including evidence that the services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the MEDC or their authorized representative at any time during this period.

IX. TERMINATION. This Agreement shall terminate upon the earlier of the following:

- A.** The Ending Date.
- B.** Termination by the MEDC, by giving thirty (30) calendar days prior written notice to the Grantee. In the event that the Legislature of the State of Michigan the State Government, or any State official, commission, authority, body, or employee or the federal government (a) takes any legislative or administrative action which fails to provide, terminates, or reduces the funding necessary for this Agreement; or (b) takes any legislative or administrative action, which is unrelated to the source of funding for the Grant, but which affects the MEDC's ability to fund and administer this Agreement and other MEDC programs, provided, however, that in the event such action results in an immediate absence or termination of funding, cancellation may be made effective immediately upon delivery of notice to the Grantee.

- C. Termination by the MEDC pursuant to Section XIX of this Agreement.
- X. **MEDC EMPLOYEES.** The Grantee will not hire any employee of the MEDC to perform any services covered by this agreement without prior written approval from the Chief Executive Officer of the MEDC.
- XI. **CONFIDENTIAL INFORMATION.** Except as required by law, the Grantee shall not disclose any information, including targeted business lists, economic development analyses, computer programs, databases, and all materials furnished to the Grantee by the MEDC without the prior written consent of the MEDC. All information described in this Section shall be considered "Confidential Information" under this Agreement. Confidential Information does not include: (a) information that is already in the possession of, or is independently developed by, Grantee; (b) becomes publicly available other than through breach of this Agreement; (c) is received by Grantee from a third party with authorization to make such disclosures; or (d) is released with MEDC's written consent.
- XII. **PUBLICATIONS.** Except for Confidential Information, the MEDC hereby agrees that researchers funded with the Grant shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses, or dissertations, or otherwise of their own choosing, the methods and results of their research. Grantee shall at its sole discretion and at its sole cost and expense, prior to publication, seek intellectual property protection for any Inventions (as described in Section XIII) if commercially warranted. Grantee shall submit to the MEDC a listing of articles that Grantee has submitted for publication resulting from work performed hereunder in its quarterly report to the MEDC. Grantee shall acknowledge the financial support received from the MEDC, as appropriate, in any such publication.
- XIII. **INTELLECTUAL PROPERTY RIGHTS.** Grantee shall retain ownership to the entire right, title, and interest in any new inventions, improvements, or discoveries developed or produced under this Grant, including, but not limited to, concepts know-how, software, materials, methods, and devices ("Inventions") and shall have the right to enter into license agreements with industry covering Inventions.
- XIV. **CONFLICT OF INTEREST.** Except as has been disclosed to the MEDC, Grantee affirms that neither the Grantee nor its Affiliates or their employees has, shall have, or shall acquire any contractual, financial business, or other interest, direct or indirect, that would conflict in any manner with Grantee's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Grantee further affirms that neither Grantee nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Grantee or its affiliates or either's employees on behalf of the MEDC would be influenced. Grantee shall not attempt to influence any MEDC employee by

the direct or indirect offer of anything of value. Grantee also affirms that neither Grantee, nor its Affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Grantee or its Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of change in either the interests or services under this Agreement, Grantee will inform the MEDC regarding possible conflicts of interest which may arise as a result of such change. Grantee agrees that conflicts of interest shall be resolved to the MEDC's satisfaction or the MEDC may terminate this Agreement. As used in this Paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

- XV. INDEMNIFICATION AND GRANTEE LIABILITY INSURANCE.** To the extent permitted by law, the Grantee shall indemnify, defend and hold harmless the MEDC, its corporate board of directors, executive committee members including its participants, its corporate board of directors, its officers, agents, and employees (the "Indemnified Persons") from any damages that it may sustain through the negligence of the Grantee pertaining to the performance of this Agreement.

The Grantee shall maintain such insurance to protect the Indemnified Persons from claims that might arise out of or as a result of the Grantee's operations; however, Grantee's indemnification obligation shall not be limited to the limits of liability imposed under the Grantee's insurance policies. The Grantee will provide and maintain its own general liability, property damage, and Worker's Compensation insurance. The insurance shall be written for not less than any limits of liability required by law for the Grantee's obligation for indemnification under this Agreement.

- XVI. TOTAL AGREEMENT.** This Agreement, including the exhibits incorporated herein, is the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by mutual agreement of the Parties reduced to writing and signed.

- XVII. ASSIGNMENT/TRANSFER/SUBCONTRACTING.** Except as contemplated by this Agreement, the Grantee shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the MEDC. Any future successors of the Grantee will be bound by the provisions of this Agreement unless the MEDC otherwise agrees in a specific written consent. The MEDC reserves the right to approve subcontractors for this Agreement and to require the Grantee to replace subcontractors who are found to be unacceptable.

- XVIII. COMPLIANCE WITH LAWS.** The Grantee is not and will not during the Term be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees, or other requirements imposed by any governmental authority to which it is subject, and will not fail to obtain any licenses, permits, or other governmental authorizations necessary to carry out its duties under this Agreement.
- XIX. DEFAULT.** The occurrence of any one or more of the following events or conditions shall constitute an “Event of Default” under this Agreement, unless a written waiver of the Event of Default is signed by the MEDC: (a) any representation, covenant, certification, or warranty made by the Grantee shall prove incorrect at the time that such representation, covenant, certification, or warranty was made in any material respect; (b) the Grantee’s failure generally to pay debts as they mature, or the appointment of a receiver or custodian over a material portion of the Grantee’s assets, which receiver or custodian is not discharged within sixty (60) calendar days of such appointment; (c) any voluntary bankruptcy or insolvency proceedings are commenced by the Grantee; (d) any involuntary bankruptcy or insolvency proceedings are commenced against the Grantee, which proceedings are not set aside within sixty (60) calendar days from the date of institution thereof; (e) any writ of attachment, garnishment, execution, tax lien, or similar writ is issued against any property of the Grantee, which is not removed within sixty (60) calendar days. (f) the Grantee’s failure to comply with the reporting requirements hereof; (g) the Grantee’s failure to comply with any obligations or duties contained herein; and on (h) Grantee’s use of the Grant funds for any purpose not contemplated under this Agreement.
- XX. AVAILABLE REMEDIES.** Upon the occurrence of any one or more of the Events of Default, the MEDC may terminate this Agreement immediately upon notice to the Grantee. The termination of this Agreement is not intended to be the sole and exclusive remedy in case any Event of Default shall occur and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law or equity.
- XXI. REIMBURSEMENT.** If this Grant is terminated as a result of Section XIX(h) hereof, the MEDC shall have no further obligation to make a Grant disbursement to the Grantee. The Grantee shall reimburse the MEDC for disbursements of the Grant determined to have been expended for purposes other than as set forth herein as well as any Grant funds, which were previously disbursed but not yet expended by the Grantee.
- XXII. NOTICES.** Any notice, approval, request, authorization, direction, or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes: (a) on the delivery date if delivered by electronic mail or by confirmed facsimile; (b) on the delivery date if delivered personally to the Party to whom the same is directed; (c) one business day after deposit with a commercial overnight carrier, with written verification of receipt; or (d) Three business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage, and charges prepaid, or any

other means of rapid mail delivery for which a receipt is available. The notice address for the Parties shall be the address as set forth in this Agreement, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's facsimile number or electronic mail address, to be as reasonably identified by notifying Party. The MEDC and Grantee may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.

XXIII. ACCESS TO RECORDS AND INSPECTION RIGHTS. During the Term, there will be frequent contact between the Grant Administrator and the Grantee. Until the end of the Term, to enable the MEDC to monitor and ensure compliance with the terms of this Agreement, the Grantee shall permit the MEDC to visit the Grantee, and any other location where books and records of the Grantee are normally kept, to inspect the books and records, including financial records and all other information and data relevant to the terms of this Agreement, including the expenditure of the Grant disbursements; provided, however, that such audit right shall survive the end of the Term by three (3) years. At such visits, the Grantee shall permit any employee or agent of the MEDC to make copies or extracts from information and to discuss the affairs, finances, and accounts of the Grantee related to this Agreement with its officers, employees, or agents. The MEDC shall have the right to remove, photocopy, photograph, or otherwise record in any way any part of such books and records with the prior written consent of the Grantee, which consent shall not be unreasonably withheld.

XXIV. GOVERNING LAW. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The terms of this provision shall survive the termination or cancellation of the Agreement.

XXV. COUNTERPARTS AND COPIES. The Parties hereby agree that the faxed signatures of the Parties to this Agreement shall be as binding and enforceable as original signatures; and that this Agreement may be executed in multiple counterparts with the counterparts together being deemed to constitute the complete agreement of the Parties. Copies (whether photostatic, facsimile or otherwise) of this Agreement may be made and relied upon to the same extent as though such copy was an original.

XXVI. JURISDICTION. In connection with any dispute between the Parties under this Agreement, the Parties hereby irrevocably submit to jurisdiction and venue of the Michigan circuit courts of the State of Michigan located in Ingham County. Each Party hereby waives and agrees not to assert, by way of motion as a defense or otherwise in any such action any claim; (a) that it is not subject to the jurisdiction of such court; (b) that the action is brought in an inconvenient forum; (c) that the venue of the suit, action, or other proceeding is improper; or (d) that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

XXVII. SEVERABILITY. All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void, or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality, or unenforceability.

XXVIII. PUBLICITY. At the request and expense of the MEDC, the Grantee will cooperate with the MEDC to promote the Grant Activities through one or more of the placement of a sign, plaque, media coverage, or other public presentation at the project or other location acceptable to the Parties.

XXIX. SURVIVAL. The terms and conditions of sections VII, VIII, XI, XV, XVII, XXIV, XXVI, and XXVII shall survive termination of this Agreement.

The signatories below warrant that they are empowered to enter into this Agreement.

GRANTEE ACCEPTANCE:

City of Livonia

Dated: _____

By: Michael Slater
Its: Director of Finance

MEDC ACCEPTANCE:

Michigan Economic Development Corporation

Dated: _____

By: Christin Armstrong
Its: Secretary

EXHIBIT A

Michigan Enhancement Grant Project Budget

Please enter the major cost elements of the project, selecting from the drop down list options. If you select an activity with a ":" please add a few additional words of description in the "Other/Additional Notes" column. You will be asked to report based on these budget categories. It is recommended that the budget have between 2-5 line items. Keeping the budget at a fairly high-level minimizes the need to amend the budget if the project costs deviate slightly from the plan. The "Local" and "Other" columns are optional. **Six line items is the maximum allowed.**

1. Grantee: City of Livonia		2. Project Title Senior Playground			
3. Project Cost Elements		4. Funding Sources			
Activities	Other/Additional Notes	Michigan Enhancement Grant	Local Funding	Other Funding	Total
Equipment:	Fitness Equipment	\$ 75,000.00			\$75,000
Construction:	Equipment installation	\$ 25,000.00	\$ 50,000.00		\$ 75,000.00
Sidewalk & Parking	Accessible parking and paths		\$ 50,000.00		\$ 50,000.00
Infrastructure					
	Total	\$ 100,000.00	\$ 100,000.00	\$ -	\$ 200,000.00

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 1, 2021**

Meeting was called to order in the Auditorium of City Hall, 33000 Civic Center Drive, at 8:00 p.m. by President Kathleen McIntyre. Present: Brandon McCullough, Rob Donovic, Jim Jolly, Laura Toy, Scott Bahr, Cathy White and President Kathleen McIntyre. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Lori Miller, Deputy Clerk; LaShawn Thomas, Director of Governmental Affairs; Mike Slater, Director of Finance, Don Rohraff, Director of Public Works; Denise Maier, Director of Human Resources; Brandie Isaacson, Director of Housing; Sara Kasprovicz, Manager of Council Office; and Mayor Maureen Miller Brosnan.

1. REQUEST TO EXECUTE AGREEMENT BETWEEN THE CITY OF LIVONIA AND SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION (SMART): Livonia Housing Commission, re: to authorize the Livonia Community Transit Program to receive the FTA 5310: Enhanced Mobility of Seniors and Individuals with Disabilities Grant in the amount of \$55,149.00.

Brandie Isaacson, Director of Housing, presented this request to Council. She stated I am here to request approval to execute the contract with SMART, to be able to receive this grant for \$55,149.00. This funding for us will go into our operations budget and fund our Route Maps Program, which is our transportation routing software.

Vice President Bahr offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

4.

Housing
December 2, 2021

MEETING DATE

Study Meeting
December 1, 2021

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

REQUEST TO EXECUTE AGREEMENT BETWEEN THE CITY OF LIVONIA AND SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION (SMART): Livonia Housing Commission, re: to authorize the Livonia Community Transit Program to receive the FTA 5310: Enhanced Mobility of Seniors and Individuals with Disabilities Grant in the amount of \$55,149.00.

BACKGROUND

The Livonia Community Transit (LCT) program has received a Federal Transportation Administration (FTA) 5310: Enhanced Mobility of Seniors and Individuals with Disabilities grant in the amount of \$55,149.00. No local match is required. This grant will be utilized to supplement Community Transit operations including the cost of annual technical and support fees associated with RouteMatch, the LCT's transportation routing and scheduling software.

RECOMMENDATION

Authorize the Mayor and City Clerk to execute the Funding Agreement between the City of Livonia and the Suburban Mobility Authority for Regional Transportation (SMART) for the Fiscal Year 2021 so that the Livonia Community Transit Program can receive the FTA 5310: Enhanced Mobility of Seniors and Individuals with Disabilities Grant, and to do all things necessary or incidental to the full performance of this resolution.

FISCAL CONSIDERATION

Account 288 Community Transit Program

ATTACHMENTS

1. LIVONIA 5310 - Funding Contract FY19 20 21 (no Match)

APPROVED BY

A handwritten signature in black ink, appearing to read "Brandie Isaacson".

Brandie Isaacson, Director of

Date: November 17,
2021

Housing



Date: November 18,
2021

Michael Slater, Finance Director



Date: November 18,
2021

Paul Bernier, City Attorney



Date: November 19,
2021

Maureen Miller Brosnan, Mayor



Suburban Mobility Authority for Regional Transportation

Buhl Building • 535 Griswold Street, Suite 600 • Detroit, MI 48226 • (313) 223-2100

AWARD LETTER

September 10, 2021

Dear Livonia,

Congratulations! Livonia has been sub-awarded FTA Section 5310 funding as a result of your applications submitted in response to SMART's FY19-20 5310 Call for Projects and the RTA's FY21 5310 Call for Projects.

The table below details all funding categories and amounts sub-awarded to your agency.

Sub-Award Funding Type	Federal Amount	State Amount	Local Amount	Totals
Operating*	\$ 55,149	\$ -	\$ -	\$ 55,149

*Operating projects are 100% federally funded and do not require a local match.

Melissa Hightower, the SMART Ombudsperson for Wayne County, will present you with the appropriate contract(s) to finalize the sub-award process. The contract will provide detailed sub-award information and requirements.

If you have any questions please contact Ian Holme at (313)223-2161 or iholme@smartbus.org

Sincerely,

Ian Holme

Manager of Transit Asset Management and Capital Planning

49 U.S.C. § 5310

FUNDING AGREEMENT

AGREEMENT BETWEEN SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION AND CITY OF LIVONIA

This Agreement (hereinafter “Agreement”) is made between the Suburban Mobility Authority for Regional Transportation (hereinafter “SMART”), an entity organized under the provisions of Act 204 of the Public Acts of 1967, as amended, of 535 Griswold, Suite 600, Detroit, Michigan 48226 and City of Livonia (hereinafter “Grantee”), a municipality, whose address is 15218 Farmington Road, Livonia, MI 48154, for the use of grant funding provided by the Federal Transit Administration (hereinafter “FTA”), pursuant to 49 U.S.C. 5310 for formula grants for the enhanced mobility of seniors and individuals with disabilities (hereinafter “§5310”). SMART and Grantee are collectively referred to as the “Parties” herein.

WHEREAS, SMART, pursuant to the provisions of Act 204, has been vested with the authority to acquire, plan, construct, operate and maintain transportation systems and facilities within its jurisdiction; and

WHEREAS, Grantee is within SMART’s jurisdiction and desires to manage and operate certain public transportation services for purposes consistent with §5310 and consistent with SMART’s Program Management Plan; and

WHEREAS, the purpose of this Agreement is to state the responsibilities and obligations of Grantee and SMART, as well as the conditions for the Grantee’s use of the §5310 funding distributed by SMART;

NOW THEREFORE, the Parties agree as follows:

1. THE PROJECT

Grantee shall undertake and complete the public transportation services as detailed in the Project Description which is attached as “**Exhibit A**” and incorporated by reference herein, and in accordance with the terms and conditions of this Agreement. Grantee agrees to use the §5310 funding only for the purposes permitted in FTA Circular C 9070.1G, as may be updated or amended. Grantee agrees to provide management of all facets of the project, project assets and any staff (e.g. driver(s)), necessary for the efficient and safe operation of the transportation services provided. The Project is to be operated in compliance with the “Community Transit Manual” as amended, which is incorporated into this Agreement, FTA guidance, and all federal, state and local regulations and statutes.

2. FUNDING

SMART, as designated Recipient of §5310 funding, shall pass through designated §5310 funding to Grantee, as described in Exhibit A, and in accordance with SMART's Program of Projects and subject to the terms and conditions of this Agreement. The Parties agree that SMART's disbursement of the §5310 funding is contingent upon SMART receiving the funding from the FTA and may require a local match from Grantee, as described in Exhibit A. If the funding is for mobility management, the local match is provided by the state. SMART will periodically reimburse communities for § 5310 upon receipt of Grantee's required expense report, as described in Community Transit Manual, and/or other supporting documentation.

The Parties agree that should the §5310 funding amount be reduced by the FTA from that which is anticipated. SMART shall reduce the §5310 funding amount passed through to Grantee by an equal proportion and the Grantee's match shall be proportionately reduced. Should the program undertaken by Grantee be found to be ineligible for funding, SMART will immediately notify Grantee via certified mail. Within thirty (30) days or less, Grantee shall return all §5310 funding for the declined program to SMART for repayment to the FTA.

3. TERM OF THE AGREEMENT

This Agreement shall be effective from the time of signing and shall remain in effect as long as Grantee receives §5310 funding provided by this Agreement. SMART shall have sole discretion to terminate this Agreement upon written notice to Grantee. Within thirty (30) days of receipt of written notice, Grantee shall return all §5310 funding for the terminated program to SMART for repayment to the FTA.

4. REVIEW AND APPROVAL OF SUB-CONTRACTORS

The Grantee shall submit any proposal to subcontract any portion of the Project to SMART for its review and approval prior to the execution of the subcontract by the Grantee. Approval by SMART shall not be construed to relieve the Grantee of any responsibility for the fulfillment of any portion this Agreement.

5. INDEPENDENT CONTRACTOR

The Parties agree that Grantee is an independent contractor in relation to the rights and responsibilities set forth in this Agreement. As such, Grantee retains the right to exercise full control and supervision over its employees and sub-contractors, if any.

6. MAINTENANCE OF RECORDS

Grantee shall keep accurate financial and operating records for the project for at least seven (7) years from the date of expenditure or request for reimbursement, whichever is later. Such records including but not limited to: records of all expenses paid for its operations, records of the use of its services (ridership), all accident reports, maintenance records, dispatch records, personnel records, and all other supporting documents pertaining to the project operation. SMART may request, and Grantee shall permit, SMART or its designee to review all records relating to the project either by formal audit or periodic administrative review.

7. RESTRICTIONS ON LOBBYING

Federal financial assistance may not be used to influence any member of Congress or an officer or employee of any agency in connection with the making of any federal contract, grant, or cooperative agreement. Grantee shall certify its compliance with these restrictions by signing a Lobbying Certification attached as **Exhibit B**.

8. SUBRECEPIENT REPORTING AND MONITORING

Pursuant to 2 CFR Part 200 (hereinafter "Super Circular") §200.331, Grantee agrees to provide to SMART all available information required by **Exhibit C** of this Agreement at the time of the Agreement's execution to allow SMART to complete the information required by **Exhibit C**, and Grantee further agrees to provide to SMART all additional and supplemental information required by **Exhibit C** immediately as it becomes available following the execution of the Agreement. **Exhibit C** may be completed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same document.

9. NON-DISCRIMINATION

Grantee shall not discriminate against any passenger because of race, color, sex, age, handicap, religion, ancestry, marital status, national origin, place of birth or sexual orientation. Grantee shall comply with the State of Michigan publication "Prohibition of Discrimination in State Contracts," the Civil Rights Act of 1964 (78 Stat. 241), and the Michigan Civil Rights Acts of 1976 (45 P.A. 1976).

The Grantee agrees that it will not discriminate based upon race, color, creed, national origin, sex, age, disability, height, weight, familial status, marital status, or sexual orientation, in accordance with the Title VI of the Civil Rights Act of 1964, section 303 of the Age Discrimination Act of 1975, section 202 of the Americans with Disabilities Act of 1990, 49 U.S.C. section 5332, the Michigan Elliot-Larsen Civil Rights Act, MCLA 37.2101 et seq., and SMART policy. The forgoing shall include, without limitation, employment upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and/or the selection of training, including apprenticeship.

Grantee shall comply with FTA Circular C 9070.1G, as may be amended or updated, with respect to all provisions on Civil Rights and discrimination including, but not limited to, Chapter VIII, §9.

Grantee shall require similar covenants on the part of any consultant and/or sub-contractor employed in the performance of this Agreement.

10. DRIVER TRAINING

All drivers of motor vehicles designed to transport sixteen or more passengers (including the driver) or of vehicles which have a gross combination weight rating of 26,001 pounds or more must have a CDL. Mechanics that drive the vehicles must also have a CDL. All drivers of

vehicles must be properly licensed, including but not limited to a CDL or chauffeur license if necessary.

11. MAINTENANCE

Grantee shall maintain all project equipment in good working condition, unless it is mutually determined that specific items are no longer feasible to maintain. Grantee agrees that it shall not allow any equipment to be out of service for a period of time in excess of seven (7) days, unless this results from conditions beyond its control. Maintenance shall be carried out in accordance with specifications for the equipment as may be available either from the manufacturer or the maintenance procedures specified by SMART.

12. INDEMNIFICATION

Notwithstanding anything to the contrary contained herein, Grantee shall indemnify, defend and save harmless SMART, its officers, agents, employees, and members of its Board of Directors from any and all claims, losses and damages, including costs and attorney fees occurring or resulting from any act or omission of the Grantee or its officers, agents, employees, subcontractors, successors and/or assigns arising out of or pursuant to this Agreement without regard to the negligence of the Grantee.

13. PRIORITY

Each of the following documents are incorporated by reference into the Agreement. In the event and to the extent of any inconsistency between two or more documents which form part of the Agreement, those documents shall be interpreted in the following order of priority:

1. The Agreement
2. Applicable FTA Circulars
3. Program Management Plan
4. Program of Projects
5. Community Transit Manual (as amended)
6. Grantee Project Submittal

14. PROCUREMENT

The Grantee's procurement of any property, supplies, services, or equipment using §5310 funds must comply with the FTA procurement requirements at 49 CFR Part 18 if Grantee is, or established by, a State or Local Government and 49 CFR Part 19 if Grantee is a private, non-profit entity, and the guidance contained in the current FTA Circular 4220.1.

15. ENVIRONMENTAL

Grantee agrees to comply with all statutes, rules and regulations set forth in FTA Circular C 9070.1G Part VIII, §§3-5 related to Environmental Reviews, Environmental Justice, and the Clean Air Act.

16. COUNTERPARTS

This Agreement may be executed and delivered (including by facsimile transmission) in two or more counterparts, each of which when executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. This Agreement constitutes the entire agreement between the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. This Agreement may be modified by SMART at its sole discretion and written notice to Grantee.

17. SEVERABILITY AND INTENT

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

18. WAIVER

Parties' failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

19. ASSIGNMENT

The Parties agree that the responsibilities and benefits under this Agreement shall not be assigned unless such assignment is approved by SMART in advance in writing. This agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

20. VENUE

Parties agree to follow all applicable State and Federal laws. This Agreement shall be governed by the laws of the State of Michigan.

21. ELECTRONIC SIGNATURE

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

(Signatures on the next page)

THE PARTIES HEREBY ACKNOWLEDGE that they have read and understand this Agreement and that the signatories below have affixed their signatures and affirmed that they are authorized to execute this Agreement, for the purpose of binding their respective Parties.

**SUBURBAN MOBILITY AUTHORITY
FOR REGIONAL TRANSPORTATION**

CITY OF LIVONIA

Signature

Signature

Maureen Miller Brosnan

Printed Name

Printed Name

Mayor

Title

Title

Date

Date

CITY OF LIVONIA

CITY OF LIVONIA

Signature

Signature

Susan M. Nash

Michael Slater

Printed Name

Printed Name

City Clerk

Director of Finance

Title

Title

Date

Date

EXHIBIT A

SMART shall pass through the specified amount of funds to Grantee for the project(s) as described below:

<u>Project Category</u>	<u>Federal</u>	<u>State</u>	<u>Local Match</u>	<u>Total</u>
Mobility Management				
Preventive Maintenance				
Operating	\$55,149	N/A	N/A	\$55,149

<u>Project Category</u>	<u>Project Description</u>
Mobility Management	
Preventive Maintenance*	
Operating	Continuation of Service

*Preventive Maintenance must be done by an outside firm. Work performed by SMART or grantee does not qualify for reimbursement.

EXHIBIT B
LOBBYING CERTIFICATION

By signing below, the Grantee certifies, to the best of his or her knowledge and belief, that:

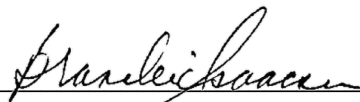
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Grantee hereby certifies the truthfulness and accuracy of this statement and all disclosures made hereunder, if applicable.

Signature of Grantee's Authorized Official:



Name of Grantee's Authorized Official:

Brandie Isaacson

Title of Grantee's Authorized Official:

Executive Director

Date:

November 17, 2021

EXHIBIT C

- 1) Subrecipient Name City of Livonia/Livonia Community Transit
- 2) DUNS Number 195897947
- 3) Federal Award Identification Number (FAIN) MI-2021-051
- 4) Federal Award Date 09/02/2021
- 5) Subaward - Start Date 09/02/2021, End Date 03/30/2027
- 6) Fed. Funds Obligated by this Action \$55,149
- 7) Total Amount of Federal Funds Obligated to Subrecipient \$55,149
- 8) Total Amount of Federal Award Committed \$0
- 9) Federal Award Project Description - Operating Assistance
- 10) Name of Fed Awarding Agency Federal Transit Administration
- 11) Name of Pass-Through Entity SMART
- 12) Contact Information for Pass-Through Awarding Official Ryan Byrne, Director of Finance
- 13) CFDA Number & Name 20.513-Enhanced Mobility of Seniors and Individuals with Disabilities
- 14) R&D? YES / NO-NO
- 15) Indirect Cost Rate for Federal Award N/A

Suburban Mobility Authority For Regional Transportation

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

Agency/Community Information

Program Type: Community Partnership Program (CPP) ☐ Specialized Service ☐ New Freedom ☐ JARC ☐ 5310 ☒

Name of Agency/Community: **City of Livonia – Livonia Community Transit**

Address: **33000 Civic Center Drive**

City: **Livonia**

State: **Michigan**

Zip: **48154**

Agency/Community Data

1) Has your agency/community completed in excess of \$1,000,000 in DOT federally-funded contracts from SMART in the past year? Yes ☐ No ☒

2) Does your agency/community employ over fifty (50) transit related employees? Yes ☐ No ☒

If the answers to the previous two questions were both "Yes", Please forward your agency's/community's Affirmative Action plan to the address below:

Buhl Building
535 Griswold Street, Suite 600
Detroit, MI 48226
Attn: EEO Coordinator

Have all subcontractors been informed of their responsibility to file an EEO Compliance Report A form? Yes ☐ No ☐ N/A ☒

Testing Program Requirements

Does your agency/community have a DOT Drug and Alcohol testing program for Safety-sensitive employees? (Vehicle operators, dispatchers, mechanics and armed security) Yes ☒ No ☐

Who is your testing program manager? **Doug Moore**

Contact Number: **(734) 466-2617**

Please Proceed to Employment Data Section on Back

Suburban Mobility Authority For Regional Transportation

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

Employment Data																				
Report all Transit related permanent, temporary, or part-time employees including apprentices and on-the-job trainees. Enter the appropriate figures in the boxes below relating to an employee's race and gender.																				
Job Classification	Total				Race															
					Non Minority		Minority													
	White		African American		Hispanic		Asian		Pacific Islander		American Indian		Multi Race							
	Employees	Male	Female	Minority	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		
Officials/Manager	2		2	1				1												
Professionals																				
Technicians																				
Sales Workers																				
Office and Clerical Staff	3		3			3														
Craftsmen (Skilled)																				
Operators (Semi-Skilled)	20	17	3		17	3														
Laborers (Unskilled)																				
Service Workers																				
Journey Workers																				
Apprentices																				
Total	25																			

Certification

Suburban Mobility Authority For Regional Transportation

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

How was this information obtained? Visual Survey: Yes ☒ No ☐ Employment Records: Yes ☐ No ☐		
Name of Authorizing Official(Print): Felicia Cross		Title: Program Supervisor
Signature: <i>Felicia Cross</i>		Date: October 7, 2021
Contact Person for report: same as above		Title:
Telephone: (734) 466-2537	Ext:	Email: fcross@livonia.gov

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 22, 2021**

Meeting was called to order in the Auditorium of City Hall, 33000 Civic Center Drive, at 8:00 p.m. by President Kathleen McIntyre. Present: Scott Bahr, Cathy White, Brandon McCullough, Rob Donovic, Jim Jolly. Laura Toy and President Kathleen McIntyre. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Susan M. Nash, City Clerk; LaShawn Thomas, Director of Governmental Affairs; Curtis Caid, Chief of Police; Mike Slater, Director of Finance, Don Rohraff, Director of Public Works; Denise Maier, Director of Human Resources; Michelle Koppin, Parks and Recreation; and Sara Kasprovicz, Manager of Council Office.

6. REQUEST FOR AUTHORIZATION TO PURCHASE FOUR (4) EXMARK LAZER S-SERIES 749 MOWERS THROUGH THE STATE OF MICHIGAN BID PROCESS; Public Service Division, re: to replace comparable units that have exceeded their life expectancy, from budgeted funds.

Doug Moore, Assistant Director of Public Works, presented this request to Council. He stated the first item I have tonight is the four zero-turn mowers, they're 60-inch decks, gas powered, used by the mowing crews in the park. We're purchasing them through Sourcewell, it's one of the bid discounts that's available for us. The servicing dealer is going to be Weingartz down on Plymouth Road. The mowers that are being replaced will be auctioned off or sent to auction. Each mower is \$10,799.00 for a total purchase price of \$43,196.00.

Councilmember Jolly offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING (12/13 meeting)

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

6.

DPW
October 26, 2021

MEETING DATE

November 22, 2021

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE FOUR (4) EXMARK LAZER S-SERIES 749 MOWERS THROUGH THE STATE OF MICHIGAN BID PROCESS; Public Service Division, re: to replace comparable units that have exceeded their life expectancy, from budgeted funds.

BACKGROUND

The Sourcewell bid process (contract No. 062117-DAC), is an extended purchasing program made available to local governments through the State of Michigan. Pricing reflects a 28% cost savings versus retail. The contract this year was awarded to Weingartz (formerly Commercial Lawnmower), 32098 Plymouth Road, Livonia, MI 48150. Comparable units that have exceeded their life expectancy will be disposed of through an auction process.

RECOMMENDATION

Recommendation to purchase four Exmark Lazer Z S-Series 749 mowers under Sourcewell Contract.

FISCAL CONSIDERATION

GL#:401-000-987-000
Amount:\$10,799.00/ea for a TOTAL of \$43,196.00
Budget:2021-2022

ATTACHMENTS

1. Exmark Lazer Mowers (4)

APPROVED BY

Douglas L. Moore, MSA, Assistant Director of Public Works

Date: October 26, 2021

Donald Rohraff, Director of Public Works

Date: October 26, 2021



Date: October 26, 2021

Michael Slater, Finance Director



Date: October 29, 2021

Maureen Miller Brosnan, Mayor

- WEINGARTZ -

EVERYTHING FROM LAWN TO SNOW

32098 Plymouth Rd
Livonia, MI 48150
(734) 525-0980 Fax: (734) 525-3010
info@weingartz.com
www.weingartz.com

ORDER ACKNOWLEDGEMENT

Inside Rep	Ack Date	Order #
3031	10/23/21	40094133-00
Outside Rep	PO #	Page #
HSE	Doug Moore	1
Taken By	Instructions	
3031		

Bill To: 47851	CITY OF LIVONIA ATTN: ACCOUNTS PAYABLE 33000 CIVIC CENTER DRIVE LIVONIA, MI 48154-3097
-------------------	---

Ship To:	CITY OF LIVONIA ATTN: ACCOUNTS PAYABLE 33000 CIVIC CENTER DRIVE LIVONIA, MI 48154-3097
----------	---

Terms	Ship Point	Ship Via	Shipped
Net 10th	Weingartz - Livonia	Cust Pickup	

Line #	Product And Description	Quantity Ordered	Quantity B/O	Quantity Shipped	Qty U/M	Unit Price	Ext. Price
1	EXLZS749AKC604A1 Exmark Lazer S-Series 749 Kohler EFI 60", Seat GO TO WWW.EXMARK.COM/SERVICE-AND-SUPPORT/UHT-HYDRO-LIFE-EXTENSION AND ENROLL YOUR MOWER IN THE HYDRO DRIVE LIFE EXTENSION PROGRAM AND READ DETAILS	4		4	each	10799.00	43196.00
2	Zero Down Time Weingartz Commercial 1 Hour Service Program	4		4	each	0.00	0.00
3	RTEXBIDLZS749AKC604A1 Exmark Bid Pricing for L ZS749AKC604A1 \$10799	4-		4-	each	0.00	0.00 -
3	Lines Total	Qty Shipped Total		8		Total Invoice Total	43196.00 43196.00

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 1, 2021**

Meeting was called to order in the Auditorium of City Hall, 33000 Civic Center Drive, at 8:00 p.m. by President Kathleen McIntyre. Present: Brandon McCullough, Rob Donovic, Jim Jolly. Laura Toy, Scott Bahr, Cathy White and President Kathleen McIntyre. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Lori Miller, Deputy Clerk; LaShawn Thomas, Director of Governmental Affairs; Mike Slater, Director of Finance, Don Rohraff, Director of Public Works; Denise Maier, Director of Human Resources; Brandie Isaacson, Director of Housing; Sara Kasprowicz, Manager of Council Office; and Mayor Maureen Miller Brosnan.

4. REQUEST FOR AUTHORIZATION TO PURCHASE TWO JOHN DEERE GATORS WITH UTILITY ATTACHMENTS THROUGH THE STATE OF MICHIGAN BID PROCESS: Department of Public Works, re: to replace units that have exceeded their life expectancy, from budgeted funds.

Jacob Rushlow, Assistant Director of Public Works, presented this request to Council. He stated this item before you is for the purchase of two units that are being purchased through the State of Michigan bid pricing which reflects about a 12% discount versus the list the price. The servicing dealer for this would be Hudson, Inc. out of South Lyon. These units are used to move personnel, material and tools in the summer months, they aid in all aspects of parks and athletic field maintenance. And in the wintertime they're also outfitted with the plows for snow removal and rear spreaders to spread salt on sidewalks. One of those units will be stationed full time here at the Civic Center. The second will be stationed at Greenmead in the summer and then will be brought to Civic Center for use in the wintertime. These units will also replace two like pieces of equipment that were purchased back in 2014. Those pieces are well worn and the repair costs are exceeding their current overall value so those pieces will be auctioned off for disposal. So, with that the Department is asking, recommending Council to approve the purchase of these two units at a total cost of \$66,232.90.

Councilmember Jolly offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

6.

DPW

December 2, 2021

MEETING DATE

December 1, 2021

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE TWO JOHN DEERE GATORS WITH UTILITY ATTACHMENTS THROUGH THE STATE OF MICHIGAN BID PROCESS: Department of Public Works, re: to replace units that have exceeded their life expectancy, from budgeted funds..

BACKGROUND

The life expectancy of this type of equipment is 4-6 years. On average, the units are used approximately 300-400 hours each year. The purchase will be made through the State bid process for park maintenance equipment (Contract Agreement No. 0-71B7700085), an extended purchasing program made available to local governments through the State of Michigan. The State bid this year was awarded to Deere and Company (formerly Bader & Sons), 20801 Pontiac Trail, South Lyon, MI 48178. Two current units that have outlived their life expectancy will be disposed of through the auction process.

RECOMMENDATION

It is recommended Council approve the purchase of two John Deere 2020 Gators, Model XUV835M with optional Blade Crate at a cost of \$33,116.45 each, for a total of \$66,232.90; from budgeted funds.

FISCAL CONSIDERATION

Budget: 2021-2022
401-000-987-000
\$66,232.90

ATTACHMENTS

1. John Deere Gators 2022

APPROVED BY

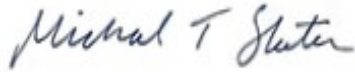
Date: November 16,
2021

Douglas L. Moore, MSA, Assistant Director of Public

Works

Date: November 16,
2021

Don Rohraff, Director of Public Works

A handwritten signature in cursive script that reads "Michael T Slater".

Date: November 16,
2021

Michael Slater, Finance Director

A handwritten signature in cursive script that reads "Maureen Miller Brosnan".

Date: November 17,
2021

Maureen Miller Brosnan, Mayor



**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Hutson, Inc.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
southlyon@hutsoninc.com

Quote Summary**Prepared For:**

CITY OF LIVONIA
12973 FARMINGTON RD
LIVONIA, MI 48150
Business: 734-466-2655

Delivering Dealer:

Hutson, Inc.
David White
20801 Pontiac Trail
South Lyon, MI 48178
Phone: 248-437-2091
dwhite@hutsoninc.com

Quote ID: 25605450**Created On:** 11 November 2021**Last Modified On:** 12 November 2021**Expiration Date:** 31 December 2021

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™ XUV835M Cab Non-HVAC (Model Year 2022) Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22) Price Effective Date: November 6, 2020	\$ 32,276.93	\$ 28,726.45 X	2 =	\$ 57,452.90
BOSS MSC12480 6'6 V BLADE CRATE Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22) Price Effective Date:	\$ 4,390.00	\$ 4,390.00 X	2 =	\$ 8,780.00
BOSS MSC12060 UTV PLOW BOX Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22) Price Effective Date:	\$ 0.00	\$ 0.00 X	2 =	\$ 0.00
Equipment Total				\$ 66,232.90

Salesperson : X _____**Accepted By : X** _____

Confidential



**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Hutson, Inc.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
southlyon@hutsoninc.com

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 66,232.90
Trade In	
SubTotal	\$ 66,232.90
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 66,232.90
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 66,232.90

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment

Quote Id: 25605450 Customer Name: CITY OF LIVONIA

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Hutson, Inc.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
southlyon@hutsoninc.com

JOHN DEERE GATOR™ XUV835M Cab Non-HVAC (Model Year 2022)

Hours: Suggested List *
Stock Number: \$ 32,276.93
Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG) Selling Price *
3W CG 22) \$ 28,726.45
Price Effective Date: November 6, 2020

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
57K2M	GATOR™ XUV835M Cab Non-HVAC (Model Year 2022)	2	\$ 22,149.00	11.00	\$ 2,436.39	\$ 19,712.61	\$ 39,425.22
Standard Options - Per Unit							
001A	US/Canada	2	\$ 0.00	11.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	2	\$ 0.00	11.00	\$ 0.00	\$ 0.00	\$ 0.00
1060	27" Predator Heavy-Duty all-terrain radial tires on 14" Yellow Steel Wheels	2	\$ 665.00	11.00	\$ 73.15	\$ 591.85	\$ 1,183.70
2030	Split Bench Seat - Yellow Vinyl	2	\$ 0.00	11.00	\$ 0.00	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	2	\$ 0.00	11.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	Green and Yellow	2	\$ 0.00	11.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	2	\$ 469.00	11.00	\$ 51.59	\$ 417.41	\$ 834.82
3101	Cargo Box Power Lift	2	\$ 900.00	11.00	\$ 99.00	\$ 801.00	\$ 1,602.00
4024	OSR - Cab Doors	2	\$ 0.00	11.00	\$ 0.00	\$ 0.00	\$ 0.00
4039	Black Roof with Headliner	2	\$ 153.00	11.00	\$ 16.83	\$ 136.17	\$ 272.34
4199	Less Rear Package	2	\$ 0.00	11.00	\$ 0.00	\$ 0.00	\$ 0.00
4201	Front Brush Guard	2	\$ 366.00	11.00	\$ 40.26	\$ 325.74	\$ 651.48
6349	Less Winch	2	\$ 0.00	11.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 2,553.00		\$ 280.83	\$ 2,272.17	\$ 4,544.34
Dealer Attachments/Non-Contract/Open Market							
LP69911	5 cu. ft. Drop Spreader	2	\$ 3,499.95	11.00	\$ 384.99	\$ 3,114.96	\$ 6,229.91
BM26185	Beacon Light	2	\$ 257.87	11.00	\$ 28.37	\$ 229.50	\$ 459.01
BM26589	Dual Beam LED Headlights (2)	2	\$ 370.21	11.00	\$ 40.72	\$ 329.49	\$ 658.97



Selling Equipment

Quote Id: 25605450 Customer Name: CITY OF LIVONIA

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Hutson, Inc.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
southlyon@hutsoninc.com

BM26462 Floor Mats (2)	2	\$ 85.60	11.00	\$ 9.42	\$ 76.18	\$ 152.37
BUC10809 Front Attachment Harness	2	\$ 169.06	11.00	\$ 18.60	\$ 150.46	\$ 300.93
BM26268 Front Attachment Harness (dash port)	2	\$ 133.76	11.00	\$ 14.71	\$ 119.05	\$ 238.09
BUC10608 Front Turn Signal Light Kit	2	\$ 85.60	11.00	\$ 9.42	\$ 76.18	\$ 152.37
BM26642 Heater	2	\$ 898.80	11.00	\$ 98.87	\$ 799.93	\$ 1,599.86
BM26391 Horn Kit	2	\$ 25.69	11.00	\$ 2.83	\$ 22.86	\$ 45.73
BM26215 LED Driving Lights (2 Lights)	2	\$ 359.51	11.00	\$ 39.55	\$ 319.96	\$ 639.93
BM26216 LED Work Lights (2 Lights)	2	\$ 359.51	11.00	\$ 39.55	\$ 319.96	\$ 639.93
LP69908 Non-Taxable Trademark Item - GATOR HITCH AND DISPLAY - 835/865	2	\$ 841.45	11.00	\$ 92.56	\$ 748.89	\$ 1,497.78
BM26739 Rear Cab Attachment Harness	2	\$ 72.76	11.00	\$ 8.00	\$ 64.76	\$ 129.51
BM26477 Rear View Mirror	2	\$ 94.16	11.00	\$ 10.36	\$ 83.80	\$ 167.60
BUC10310 Side Mirrors (open station & cab doors)	2	\$ 182.97	11.00	\$ 20.13	\$ 162.84	\$ 325.69
BM26390 Windshield Washer Kit	2	\$ 138.03	11.00	\$ 15.18	\$ 122.85	\$ 245.69
Dealer Attachments Total		\$ 7,574.93		\$ 833.24	\$ 6,741.67	\$ 13,483.37
Value Added Services Total		\$ 0.00		\$ 0.00	\$ 0.00	
Total Selling Price		\$ 32,276.93		\$ 3,550.46	\$ 28,726.47	\$ 57,452.93

BOSS MSC12480 6'6 V BLADE CRATE

Equipment Notes:

Hours: 0

Stock Number:

Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22)

Price Effective Date:

Suggested List *

\$ 4,390.00

Selling Price *

\$ 4,390.00

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
MSC124 80	6'6" UTV BLADE CRATE	2	\$ 4,165.00	0.00	\$ 0.00	\$ 4,165.00	\$ 8,330.00

Standard Options - Per Unit



Selling Equipment

Quote Id: 25605450 Customer Name: CITY OF LIVONIA

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Hutson, Inc.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
southlyon@hutsoninc.com

LTA123 35 UNDERCARRIAGE	2	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
MSC096 SMARTTOUCH	2	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
01 HANDHELD CONTROLLER						
MSC130 SNOW DEFLECTOR KIT	2	\$ 225.00	0.00	\$ 0.00	\$ 225.00	\$ 450.00
99						
MSC131 POWER/GROUND	2	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
71 EXTENSION KIT						
MSC250 WIRING KIT, UTV	2	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
07						
Standard Options Total		\$ 225.00		\$ 0.00	\$ 225.00	\$ 450.00
Total Selling Price		\$ 4,390.00		\$ 0.00	\$ 4,390.00	\$ 8,780.00

BOSS MSC12060 UTV PLOW BOX

Equipment Notes:

Hours: 0

Stock Number:

Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG
3W CG 22)

Price Effective Date:

Suggested List *

\$ 0.00

Selling Price *

\$ 0.00

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
MSC120 60	UTV PLOW BOX	2	\$ 0.00	11.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Selling Price			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 1, 2021**

Meeting was called to order in the Auditorium of City Hall, 33000 Civic Center Drive, at 8:00 p.m. by President Kathleen McIntyre. Present: Brandon McCullough, Rob Donovic, Jim Jolly, Laura Toy, Scott Bahr, Cathy White and President Kathleen McIntyre. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Lori Miller, Deputy Clerk; LaShawn Thomas, Director of Governmental Affairs; Mike Slater, Director of Finance, Don Rohraff, Director of Public Works; Denise Maier, Director of Human Resources; Brandie Isaacson, Director of Housing; Sara Kasprowicz, Manager of Council Office; and Mayor Maureen Miller Brosnan.

5. REQUEST FOR AUTHORIZATION TO PURCHASE ONE JOHN DEERE TRACTOR THROUGH THE STATE OF MICHIGAN BID PROCESS: Department of Public Works, re: to replace a unit that has exceeded its life expectancy, from budgeted funds.

Jacob Rushlow, Assistant Director of Public Works, presented this request to Council. He stated this piece of equipment would also be purchased through the State contract pricing, between the State of Michigan and John Deere. This would be used in the Parks Maintenance Section for towing mowing decks, ball diamond maintenance and sidewalks snow removal. This is not an increase in the fleet, it's a replacement of a tractor that was purchased back in 2008 and that would be also disposed of through the auction process. We do have in the fleet three other units that are similar to this that are used for similar purposes. These tractors can also be shared with the golf courses when needed and the tractor will have motor attachments, heated cab, air, plow, snowplow, snow broom also for snow removal. The cost of the loader in total is \$72,232.93 and we're requesting that amount for purchase.

Councilmember White offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

7.

DPW

December 2, 2021

MEETING DATE

December 1, 2021

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE ONE JOHN DEERE TRACTOR THROUGH THE STATE OF MICHIGAN BID PROCESS: Department of Public Works, re: to replace a unit that has exceeded its life expectancy, from budgeted funds.

BACKGROUND

This unit will replace a unit that has exceeded its life expectancy and will be disposed of via auction. There are three like units on hand, and all are used for ball diamond maintenance, park maintenance, moving soil material, leveling / grading, sidewalk snow removal, and pulling implements. This unit will be assigned to athletic field maintenance but will be available for all Public Works employees to operate.

RECOMMENDATION

It is recommended Council approve the purchase of one 2022 John Deere 4066R Compact Utility Tractor, at a cost of \$72,233.92; from budgeted funds.

FISCAL CONSIDERATION

Budget: 2021-2022
401-000-987-000
\$72,233.92

ATTACHMENTS

1. John Deere Tractor 2022

APPROVED BY

Douglas L. Moore, MSA, Assistant Director of Public Works

Date: November 16,
2021

Date: November 16,
2021

Don Rohraff, Director of Public Works

A handwritten signature in blue ink that reads "Michael T Slater".

Date: November 16,
2021

Michael Slater, Finance Director

A handwritten signature in blue ink that reads "Maureen Miller Brosnan".

Date: November 17,
2021

Maureen Miller Brosnan, Mayor



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Hutson, Inc.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
southlyon@hutsoninc.com

Quote Summary**Prepared For:**

CITY OF LIVONIA
12973 FARMINGTON RD
LIVONIA, MI 48150
Business: 734-466-2655

Delivering Dealer:

Hutson, Inc.
David White
20801 Pontiac Trail
South Lyon, MI 48178
Phone: 248-437-2091
dwhite@hutsoninc.com

Quote ID: 25604867**Created On:** 11 November 2021**Last Modified On:** 11 November 2021**Expiration Date:** 31 December 2021

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 4066R Compact Utility Tractor (52 PTO hp) Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22) Price Effective Date: January 11, 2021	\$ 58,142.76	\$ 48,839.92 X	1 =	\$ 48,839.92
JOHN DEERE 440R Loader Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22) Price Effective Date: January 11, 2021	\$ 8,885.00	\$ 7,463.40 X	1 =	\$ 7,463.40
Frontier SW2172 - 72 In. Hydraulic, 300/400 Series Carrier Loader Mount Rotary Broom Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22) Price Effective Date: November 2, 2020	\$ 15,264.00	\$ 12,821.76 X	1 =	\$ 12,821.76
Frontier AF11E - 6 Ft. Boom Mounted Front Blade with Manual Angle for Current 300/400/500 Series Carrier Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22) Salesperson : X _____	\$ 3,701.00	\$ 3,108.84 X	1 =	\$ 3,108.84

Accepted By : X _____

Confidential



**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Hutson, Inc.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
southlyon@hutsoninc.com

Price Effective Date: November 2, 2020

Equipment Total	\$ 72,233.92
------------------------	---------------------

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 72,233.92
Trade In	
SubTotal	\$ 72,233.92
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 72,233.92
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 72,233.92

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment

Quote Id: 25604867 Customer Name: CITY OF LIVONIA

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Hutson, Inc.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
southlyon@hutsoninc.com

JOHN DEERE 4066R Compact Utility Tractor (52 PTO hp)

Hours: Suggested List *
Stock Number: \$ 58,142.76
Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG) Selling Price *
3W CG 22) \$ 48,839.92
Price Effective Date: January 11, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0389LV	4066R Compact Utility Tractor (52 PTO hp)	1	\$ 42,657.00	16.00	\$ 6,825.12	\$ 35,831.88	\$ 35,831.88
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
1520	eHydro™	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
1795	Less Loader	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
2051	Snow Cab with Air Ride Seat	1	\$ 11,781.00	16.00	\$ 1,884.96	\$ 9,896.04	\$ 9,896.04
2660	Factory Installed Stereo	1	\$ 510.00	16.00	\$ 81.60	\$ 428.40	\$ 428.40
4061	Less iMatch™ Quick Hitch Category 1	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
5090	Less Wheel Spacer	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
5201	Nokian TRI 2 360/80R28 Rear Snow Tires	1	\$ 675.00	16.00	\$ 108.00	\$ 567.00	\$ 567.00
6201	Nokian 250/75R16 TRI2 Steel Front Snow Tires	1	\$ 630.00	16.00	\$ 100.80	\$ 529.20	\$ 529.20
Standard Options Total			\$ 13,596.00		\$ 2,175.36	\$ 11,420.64	\$ 11,420.64
Dealer Attachments/Non-Contract/Open Market							
LVB24844	External Mirror Kit (Cab Only)	1	\$ 203.50	16.00	\$ 32.56	\$ 170.94	\$ 170.94
BLV10375	Telescoping Draft Links	1	\$ 423.50	16.00	\$ 67.76	\$ 355.74	\$ 355.74
BLV11095	7-Pin Trailer Connector Connector (Cab Only)	1	\$ 140.80	16.00	\$ 22.53	\$ 118.27	\$ 118.27
BLV10359	Horn Kit	1	\$ 64.90	16.00	\$ 10.38	\$ 54.52	\$ 54.52
BLV10763	Electrohydraulic Third SCV Kit with Rear Tubing (Cab Only)	1	\$ 1,057.06	16.00	\$ 169.13	\$ 887.93	\$ 887.93



Selling Equipment

Quote Id: 25604867 Customer Name: CITY OF LIVONIA

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Hutson, Inc.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
southlyon@hutsoninc.com

Dealer Attachments Total	\$ 1,889.76	\$ 302.36	\$ 1,587.40	\$ 1,587.40
Value Added Services	\$ 0.00		\$ 0.00	\$ 0.00
Total				
Total Selling Price	\$ 58,142.76	\$ 9,302.84	\$ 48,839.92	\$ 48,839.92

JOHN DEERE 440R Loader

Equipment Notes:

Hours:

Stock Number:

Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22)

Price Effective Date: January 11, 2021

Suggested List *

\$ 8,885.00

Selling Price *

\$ 7,463.40

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1390P	440R Loader	1	\$ 6,729.00	16.00	\$ 1,076.64	\$ 5,652.36	\$ 5,652.36
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
1402	Mounting frame	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
2402	440R Mechanical Self Leveling Loader (MSL)	1	\$ 754.00	16.00	\$ 120.64	\$ 633.36	\$ 633.36
4401	Hoses to tractor mid-valve	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
5370	Hood guard	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
6995	Less ballast box	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
7020	John Deere™ Compact Utility Tractor (CUT) carrier	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
8136	73 In. 1850 mm) Heavy Duty Bucket with Chain Loops and Holes for Cutting Edge	1	\$ 270.00	16.00	\$ 43.20	\$ 226.80	\$ 226.80
9540	Loader suspension kit (440R Only)	1	\$ 480.00	16.00	\$ 76.80	\$ 403.20	\$ 403.20
9611	Third function hydraulic kit (hoses and parts)	1	\$ 432.00	16.00	\$ 69.12	\$ 362.88	\$ 362.88
Standard Options Total			\$ 1,936.00		\$ 309.76	\$ 1,626.24	\$ 1,626.24
Dealer Attachments/Non-Contract/Open Market							



Selling Equipment

Quote Id: 25604867 Customer Name: CITY OF LIVONIA

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Hutson, Inc.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
southlyon@hutsoninc.com

BW14763 1850-mm (73-in.) replaceable bucket cutting edge with hardware	1	\$ 220.00	16.00	\$ 35.20	\$ 184.80	\$ 184.80
Dealer Attachments Total		\$ 220.00		\$ 35.20	\$ 184.80	\$ 184.80
Value Added Services Total		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Total Selling Price		\$ 8,885.00		\$ 1,421.60	\$ 7,463.40	\$ 7,463.40

Frontier SW2172 - 72 In. Hydraulic, 300/400 Series Carrier Loader Mount

Equipment Notes:

Hours:

Stock Number:

Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG
3W CG 22)

Suggested List *

\$ 15,264.00

Selling Price *

\$ 12,821.76

Price Effective Date: November 2, 2020

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1592XF	SW2172 - 72 In. Hydraulic, 300/400 Series Carrier Loader Mount Rotary Broom	1	\$ 14,869.00	16.00	\$ 2,379.04	\$ 12,489.96	\$ 12,489.96
Standard Options - Per Unit							
1010	HP2134 - Hydraulic Power Unit, 34 HP	1	\$ 118.00	16.00	\$ 18.88	\$ 99.12	\$ 99.12
2000	Oil Cooler for HP2025 and HP2134 Hydraulic Power Units	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
9000	Steel/Rubber Dust Deflector Kit	1	\$ 277.00	16.00	\$ 44.32	\$ 232.68	\$ 232.68
	Standard Options Total		\$ 395.00		\$ 63.20	\$ 331.80	\$ 331.80
Total Selling Price			\$ 15,264.00		\$ 2,442.24	\$ 12,821.76	\$ 12,821.76

Frontier AF11E - 6 Ft. Boom Mounted Front Blade with Manual Angle for



JOHN DEERE

Selling Equipment

Quote Id: 25604867 Customer Name: CITY OF LIVONIA

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Hutson, Inc.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
southlyon@hutsoninc.com

Equipment Notes:

Hours:

Suggested List *

\$ 3,701.00

Stock Number:

Selling Price *

Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG
3W CG 22)

\$ 3,108.84

Price Effective Date: November 2, 2020

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2091XF	AF11E - 6 Ft. Boom Mounted Front Blade with Manual Angle for Current 300/400/500 Series Carrier	1	\$ 2,602.00	16.00	\$ 416.32	\$ 2,185.68	\$ 2,185.68
Standard Options - Per Unit							
9000	Hydraulic angle Kit for 6 Ft. and 7 Ft. AF11E	1	\$ 596.00	16.00	\$ 95.36	\$ 500.64	\$ 500.64
9020	Rubber Edge Kit	1	\$ 503.00	16.00	\$ 80.48	\$ 422.52	\$ 422.52
Standard Options Total			\$ 1,099.00		\$ 175.84	\$ 923.16	\$ 923.16
Total Selling Price			\$ 3,701.00		\$ 592.16	\$ 3,108.84	\$ 3,108.84

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 1, 2021**

Meeting was called to order in the Auditorium of City Hall, 33000 Civic Center Drive, at 8:00 p.m. by President Kathleen McIntyre. Present: Brandon McCullough, Rob Donovic, Jim Jolly, Laura Toy, Scott Bahr, Cathy White and President Kathleen McIntyre. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Lori Miller, Deputy Clerk; LaShawn Thomas, Director of Governmental Affairs; Mike Slater, Director of Finance; Don Rohraff, Director of Public Works; Denise Maier, Director of Human Resources; Brandie Isaacson, Director of Housing; Sara Kasprowicz, Manager of Council Office; and Mayor Maureen Miller Brosnan.

6. REQUEST FOR AUTHORIZATION TO PURCHASE ONE JOHN DEERE UTILITY TRACTOR THROUGH THE STATE OF MICHIGAN BID PROCESS: Department of Public Works, re: to replace a unit that has exceeded its life expectancy, from budgeted funds.

Jacob Rushlow, Assistant Director of Public Works, presented this request to Council. He stated this utility tractor is similar to Item 5, but it's a smaller unit, these are used for slightly different purposes. So, these are used for ball diamond maintenance, mowing material around properties, operating attachments such as rototillers and fertilizer spreaders are used on these smaller tractors. They'll also have a small factory installed bucket for use as well. This unit is replacing one that was purchased back in 2010 that again is exceeding its value for replacement and repairs. Disposal of that unit will also be done through the auction process and this is being purchased again through the State contract pricing reflecting a nice discount from the retail list price. So, with that the Department is asking Council to approve the purchase of this John Deere tractor in the amount of \$18,786.32.

Councilmember Toy offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

8.

DPW

December 2, 2021

MEETING DATE

December 1, 2021

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE ONE JOHN DEERE UTILITY TRACTOR THROUGH THE STATE OF MICHIGAN BID PROCESS: Department of Public Works, re: to replace a unit that has exceeded its life expectancy, from budgeted funds.

BACKGROUND

The life expectancy of this type of equipment is 6 years. On average, these units are used approximately 200-400 hours each year. The purchase will be made through the State bid process for park maintenance equipment (Contract Agreement No. 0-71B7700085), an extended purchasing program made available to local governments through the State of Michigan. The State bid this year was awarded to Deere and Company (formerly Bader & Sons), 20801 Pontiac Trail, South Lyon, MI 48178. A current unit that has outlived its life expectancy will be disposed of through the auction process.

RECOMMENDATION

It is recommended Council approve the purchase of one John Deere 2025R Compact Utility Tractor at a cost of \$18,786.32, from budgeted funds.

FISCAL CONSIDERATION

Budget: 2022
401-000-987-000
\$18,786.32

ATTACHMENTS

1. John Deere 2025R Utility Tractor Quote

APPROVED BY

Date: November 19,
2021

Douglas L. Moore, MSA, Assistant Director of Public
Works

Date: November 23,
2021

Don Rohraff, Director of Public Works

A handwritten signature in cursive script that reads "Michael T Slater".

Date: November 23,
2021

Michael Slater, Finance Director

A handwritten signature in cursive script that reads "Maureen Miller Brosnan".

Date: November 23,
2021

Maureen Miller Brosnan, Mayor

A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

For any questions, please contact:

- | | |
|---|---|
| ☐ Vendor: Deere & Company
2000 John Deere Run
Cary, NC 27513 | David White
Hutson, Inc.
20801 Pontiac Trail
South Lyon, MI 48178 |
| ☐ Contract name and number | Tel: 248-437-2091 |
| ☐ Signature | Fax: 248-437-2140 |
| ☐ Shipping address | Email: dwhite@hutsoninc.com |
| ☐ Billing address | |
| ☐ Membership number (if applicable) | |
| ☐ Tax exempt certificate (if applicable). Must be made out to Deere & Company. | |

If information is not included, the Purchase Order or Letter of Intent will be returned.



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Hutson, Inc.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
southlyon@hutsoninc.com

Quote Summary

Prepared For:

CITY OF LIVONIA
12973 FARMINGTON RD
LIVONIA, MI 48150
Business: 734-466-2655

Delivering Dealer:

Hutson, Inc.
David White
20801 Pontiac Trail
South Lyon, MI 48178
Phone: 248-437-2091
dwhite@hutsoninc.com

Quote ID: 25645643
Created On: 19 November 2021
Last Modified On: 19 November 2021
Expiration Date: 31 December 2021

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 2025R Compact Utility Tractor (18 PTO hp) Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22) Price Effective Date: January 11, 2021	\$ 21,948.00	\$ 18,436.32 X	1 =	\$ 18,436.32
ENVIROGARD LOAD REAR TIRES FOR BALLAST Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22) Price Effective Date:	\$ 350.00	\$ 350.00 X	1 =	\$ 350.00
Equipment Total				\$ 18,786.32

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 18,786.32
Trade In	
SubTotal	\$ 18,786.32

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Hutson, Inc.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
southlyon@hutsoninc.com

Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 18,786.32
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 18,786.32

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment

Quote Id: 25645643 Customer Name: CITY OF LIVONIA

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Hutson, Inc.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
southlyon@hutsoninc.com

JOHN DEERE 2025R Compact Utility Tractor (18 PTO hp)

Hours: Suggested List *
Stock Number: \$ 21,948.00
Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22) Selling Price *
Price Effective Date: January 11, 2021 \$ 18,436.32

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
151BLV	2025R Compact Utility Tractor (18 PTO hp)	1	\$ 17,555.00	16.00	\$ 2,808.80	\$ 14,746.20	\$ 14,746.20
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
1701	Factory Installed Loader with Bucket	1	\$ 4,393.00	16.00	\$ 702.88	\$ 3,690.12	\$ 3,690.12
2000	Open Operator Station	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
3749	Less Backhoe	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
4061	Less iMatch™ Quick Hitch Category 1	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
5205	12-16.5 (4PR, R3 Turf, 1 Position) Bias Ply	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
6205	23 X 8.50-12 (4PR, R3 Turf, 1 Position) Bias Ply	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 4,393.00		\$ 702.88	\$ 3,690.12	\$ 3,690.12
Value Added Services Total							
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 21,948.00		\$ 3,511.68	\$ 18,436.32	\$ 18,436.32

ENVIROGARD LOAD REAR TIRES FOR BALLAST



JOHN DEERE

Selling Equipment

Quote Id: 25645643 Customer Name: CITY OF LIVONIA

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Hutson, Inc.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
southlyon@hutsoninc.com

Equipment Notes:

Hours: 0

Stock Number:

Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG
3W CG 22)

Price Effective Date:

Suggested List *

\$ 350.00

Selling Price *

\$ 350.00

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
ENVIRO - RIM	LOAD REAR TIRES FOR BALLAST	1	\$ 350.00	0.00	\$ 0.00	\$ 350.00	\$ 350.00
Total Selling Price			\$ 350.00		\$ 0.00	\$ 350.00	\$ 350.00

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 1, 2021**

Meeting was called to order in the Auditorium of City Hall, 33000 Civic Center Drive, at 8:00 p.m. by President Kathleen McIntyre. Present: Brandon McCullough, Rob Donovic, Jim Jolly, Laura Toy, Scott Bahr, Cathy White and President Kathleen McIntyre. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Lori Miller, Deputy Clerk; LaShawn Thomas, Director of Governmental Affairs; Mike Slater, Director of Finance; Don Rohraff, Director of Public Works; Denise Maier, Director of Human Resources; Brandie Isaacson, Director of Housing; Sara Kasprowicz, Manager of Council Office; and Mayor Maureen Miller Brosnan.

7. REQUEST FOR AUTHORIZATION TO PURCHASE TWO JOHN DEERE FLEX-WING GROOMING MOWERS FM1015R THROUGH THE STATE OF MICHIGAN BID PROCESS: Department of Public Works; re: to replace units that have exceeded their life expectancy, from budgeted funds.

Jacob Rushlow, Assistant Director of Public Works, presented this request to Council. He stated these two Flex-wings are also being purchased through the State contract pricing with John Deere that again offers a nice discount from the retail list price. The servicing dealer once again is through Hudson out of South Lyon. These units are pull behind Flex-wings, they are 15-feet wide, they're used to mow some of the larger open areas in the park. Each of them has three decks that fold up and can be moved from site to site as needed with three blades on each deck. Units are towed behind the bigger tractors in the Parks Department. There are two similar units that are being replaced that were purchased back in 2012. Those will look to be auctioned off for disposal as well through that process. One of these units will be placed at Bicentennial Park; the other will be placed at the DPW Yard, stationed out of the DPW Yard and then brought to locations where needed typically on the south end of town. So, with that the Department is asking Council to approve the purchase of these two wing mowers at a total cost of \$38,714.44.

Councilmember Jolly offered an approving resolution for the Consent Agenda, stating with this item and the previous three I can't help but think that our DPW team shall be wearing green John Deere tractor hats. And with all the work that we as a City are giving this supplier, I don't know, maybe they'll throw in some of those with the delivery of these products but these are standard purchases.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

9.

DPW

December 2, 2021

MEETING DATE

December 1, 2021

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE TWO JOHN DEERE FLEX-WING GROOMING MOWERS FM1015R THROUGH THE STATE OF MICHIGAN BID PROCESS: Department of Public Works; re: to replace units that have exceeded their life expectancy, from budgeted funds.

BACKGROUND

The life expectancy of this type of equipment is 10 years. On average, the units are used approximately 200-400 hours each year. The purchase will be made through the State bid process for park maintenance equipment (Contract Agreement No. 0-71B7700085), an extended purchasing program made available to local governments through the State of Michigan. The State bid this year was awarded to Deere and Company (formerly Bader & Sons), 20801 Pontiac Trail, South Lyon, MI 48178. Two current units that have outlived their life expectancy will be disposed of through the auction process.

RECOMMENDATION

It is recommended Council approve the purchase of two John Deere Flex-Wing grooming mowers, Model FM1015R at a cost of \$19,375.22 each, for a total of \$38,714.44; from budgeted funds.

FISCAL CONSIDERATION

Budget: 2022
401-000-987-000
\$38,714.44

ATTACHMENTS

1. Grooming Mower FM1015 (2)

APPROVED BY

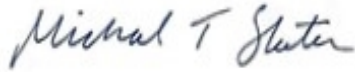
Date: November 19,
2021

Douglas L. Moore, MSA, Assistant Director of Public

Works

Date: November 23,
2021

Don Rohraff, Director of Public Works

A handwritten signature in cursive script that reads "Michael T Slater".

Date: November 23,
2021

Michael Slater, Finance Director

A handwritten signature in cursive script that reads "Maureen Miller Brosnan".

Date: November 23,
2021

Maureen Miller Brosnan, Mayor

A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

For any questions, please contact:

- | | |
|---|---|
| ☐ Vendor: Deere & Company
2000 John Deere Run
Cary, NC 27513 | David White
Hutson, Inc.
20801 Pontiac Trail
South Lyon, MI 48178 |
| ☐ Contract name and number | Tel: 248-437-2091 |
| ☐ Signature | Fax: 248-437-2140 |
| ☐ Shipping address | Email: dwhite@hutsoninc.com |
| ☐ Billing address | |
| ☐ Membership number (if applicable) | |
| ☐ Tax exempt certificate (if applicable). Must be made out to Deere & Company. | |

If information is not included, the Purchase Order or Letter of Intent will be returned.



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Hutson, Inc.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
southlyon@hutsoninc.com

Quote Summary

Prepared For:

CITY OF LIVONIA
12973 FARMINGTON RD
LIVONIA, MI 48150
Business: 734-466-2655

Delivering Dealer:

Hutson, Inc.
David White
20801 Pontiac Trail
South Lyon, MI 48178
Phone: 248-437-2091
dwhite@hutsoninc.com

Quote ID: 25646196
Created On: 19 November 2021
Last Modified On: 19 November 2021
Expiration Date: 31 December 2021

Equipment Summary	Suggested List	Selling Price	Qty	Extended
Frontier FM1015R Rear Discharge Flex-Wing Grooming Mower with Light Bar	\$ 23,044.31	\$ 19,357.22 X	2 =	\$ 38,714.44
Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22)				
Price Effective Date: November 2, 2020				
Equipment Total				\$ 38,714.44

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 38,714.44
Trade In	
SubTotal	\$ 38,714.44
Est. Service Agreement Tax	\$ 0.00
Total	\$ 38,714.44
Down Payment	(0.00)

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Hutson, Inc.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
southlyon@hutsoninc.com

Rental Applied

(0.00)

Balance Due

\$ 38,714.44

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment

Quote Id: 25646196 Customer Name: CITY OF LIVONIA

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Hutson, Inc.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
southlyon@hutsoninc.com

Frontier FM1015R Rear Discharge Flex-Wing Grooming Mower with Light

Hours: Suggested List *
Stock Number: \$ 23,044.31
Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG Selling Price *
3W CG 22) \$ 19,357.22
Price Effective Date: November 2, 2020

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0422XF	FM1015R Rear Discharge Flex-Wing Grooming Mower with Light Bar	2	\$ 22,392.00	16.00	\$ 3,582.72	\$ 18,809.28	\$ 37,618.56
Dealer Attachments/Non-Contract/Open Market							
5WD1032 454	FM10 Series Hydraulic Unlock System	2	\$ 652.31	16.00	\$ 104.37	\$ 547.94	\$ 1,095.88
Dealer Attachments Total			\$ 652.31		\$ 104.37	\$ 547.94	\$ 1,095.88
Total Selling Price			\$ 23,044.31		\$ 3,687.09	\$ 19,357.22	\$ 38,714.44

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 1, 2021**

Meeting was called to order in the Auditorium of City Hall, 33000 Civic Center Drive, at 8:00 p.m. by President Kathleen McIntyre. Present: Brandon McCullough, Rob Donovic, Jim Jolly, Laura Toy, Scott Bahr, Cathy White and President Kathleen McIntyre. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Lori Miller, Deputy Clerk; LaShawn Thomas, Director of Governmental Affairs; Mike Slater, Director of Finance, Don Rohraff, Director of Public Works; Denise Maier, Director of Human Resources; Brandie Isaacson, Director of Housing; Sara Kasprowicz, Manager of Council Office; and Mayor Maureen Miller Brosnan.

8. REQUEST FOR AUTHORIZATION TO PURCHASE TWO 22' SURE-TRAC HEAVY EQUIPMENT LANDSCAPE TRAILERS: Department of Public Works, re: from budgeted funds.

Jacob Rushlow, Assistant Director of Public Works, presented this request to Council. He stated this one is a little different than the previous four we went through in the fact that it was done through an open bid process. So this was placed for bid on MITN, the bid opening was November 9th of 2021. There was actually only one response for the purchase of these trailers. These will be used by the Parks Maintenance Section but are typically shared through other departments in DPW as needed for towing equipment. They're used to haul equipment, like wide mowers, zero turn mowers, hand-held equipment, fuel tanks, things like that, out to athletic fields. They're used to move tractors as well, other equipment like fertilizer spreaders, grass seeders, mower decks from site to site as needed in the Parks Department. The trailers are used pretty much every day from April to November by the Parks Department for their regular routine maintenance type activities. These are long trailers, they're 22 feet long, solid oak decking, removable sides for transporting materials and a winch to help load and to hold material in place once loaded. We do have two similar trailers that were purchased quite a while ago in the mid '90s, those have been repaired and components replaced multiple times on those units. Their repairs have gotten to the point where they are beyond further repair or replacement components and just need to be scrapped which we will dispose of through the auction process but are of no longer use to us. So, with that the Department is asking Council to approve the purchase of these two trailers in the amount of \$35,750.00 for both trailers.

Councilmember Donovic offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

10.

DPW
December 2, 2021

MEETING DATE

December 1, 2021

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE TWO 22' SURE-TRAC HEAVY EQUIPMENT LANDSCAPE TRAILERS: Department of Public Works, re: from budgeted funds.

BACKGROUND

The Public Works Division has taken bids for the purchase of two heavy duty trailers in accordance with the requirements of the Finance Ordinance, and the 2021 approved Capital Outlay budget (Account No. 401-000-987-000).

Specifications were prepared by the Public Works Division. Bid invitations were placed on the Michigan Inter-governmental Trade Network (MITN), with only one bidder responding. The bid was received and opened in the presence of the Bid Committee at 2:00 p.m. on November 9, 2021:

Kelly & Sons Trailers..... \$35,750.00

RECOMMENDATION

It is the recommendation of the Public Works Division that Council authorize the purchase of two Sure-Trac trailers from Kelly & Sons Trailers, 12620 Telegraph Road, Carleton, MI 48117 in the amount of \$35,750.00, from monies approved in the Capital Outlay Budget (Acct # 401-000-987-000).

FISCAL CONSIDERATION

401-000-987-000
\$35,750.00
Capital Outlay 2021 Budget

ATTACHMENTS

1. Heavy Equip Trailer BID - Kelly & Sons

APPROVED BY

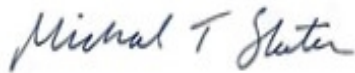


Date: November 17,
2021

Douglas L. Moore, MSA, Assistant Director of Public
Works

Date: November 18,
2021

Don Rohraff, Director of Public Works



Date: November 19,
2021

Michael Slater, Finance Director



Date: November 19,
2021

Maureen Miller Brosnan, Mayor

PROPOSAL FORMS

Heavy Duty Equipment Trailers

Contact Person to whom questions regarding the bid should be directed:

Name: Steve Kelly Title: Salesman
 Phone: (734) 783-6464 Email: Steve Kelly @ Kelly Trailers.com

PRICING PROPOSAL

COMPANY NAME: Kelly & Sons Trailers

	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	Furnish all necessary equipment, labor and materials required to furnish heavy duty equipment trailers in accordance with specifications Mfg <u>Star Trac</u> Model <u>ST8022RE-B-140</u>	2	\$ <u>17425</u>	\$ <u>34850</u>
2	Delivery 13405 Surrey Livonia MI 48150		\$ <u>450</u>	\$ <u>900</u>
3	Extended Warranty No. of Years <u>3</u>		\$ _____	\$ <u>35750</u>
4	GRAND TOTAL ALL ITEMS	\$ _____		

- Company submitting bid was in attendance at the mandatory prebid meeting?
☒ Yes ☐ No
- Lead time for delivery of trailers: 16-20 weeks days from Notice to Proceed
- We are able to complete this project on or before November 30, 2021
☐ yes ☒ no
- If no, specify date by which trailers can be delivered End of February
- State Warranty Period: Parts _____ Labor _____

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 1, 2021**

Meeting was called to order in the Auditorium of City Hall, 33000 Civic Center Drive, at 8:00 p.m. by President Kathleen McIntyre. Present: Brandon McCullough, Rob Donovic, Jim Jolly, Laura Toy, Scott Bahr, Cathy White and President Kathleen McIntyre. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Lori Miller, Deputy Clerk; LaShawn Thomas, Director of Governmental Affairs; Mike Slater, Director of Finance; Don Rohraff, Director of Public Works; Denise Maier, Director of Human Resources; Brandie Isaacson, Director of Housing; Sara Kasprowicz, Manager of Council Office; and Mayor Maureen Miller Brosnan.

9. AWARD OF BID: Department of Public Works, Building Maintenance; re: for professional architecture services for the Silver Village roof replacement, from budgeted funds.

Jacob Rushlow, Assistant Director of Public Works, presented this request to Council. He said just a little background on what's going on here with Silver Village Apartments. The existing asphaltic shingle roof systems at the apartments and the community center in the apartment complex are well past their serviceable life and are in need of replacement. The proposed project scope includes replacement of the existing shingles along with any saturated roof decking underneath, proper flashing details, perforated soffits installed and ancillary system components that are needed to achieve a complete watertight roof assembly for these buildings. In order to proceed with the design and bidding of the project, we sent out a request for proposals and issue that to our four as-needed architecture firms in accordance with that QBS contract that was approved back in 2020 for those services. HRC was the lowest bidder in that response to the proposal that was put out for this work. With that is our recommendation that Council proceed to award this professional service project through the QBS process for design to HRC for the Silver Village Apartment roof replacement in an amount not to exceed \$25,731.00 from budgeted funds.

Councilmember Jolly stated we're all familiar with Silver Village and why is it that architectural services are needed to replace these roofs? I mean, the roofs from a lay person's perspective are not all that dissimilar from other structures that would just normally be replaced through a contractor, who made the decision and what was the logic for pursuing architectural services to get us to that point?

Rushlow replied one of the things that we had done early in 2020 is we started to identify when we brought on our architects on these as-needed contracts through the QBS process, we have four architecture firms that we now work with. So, when we look at our Capital Building projects for each year now, we're bringing those architects on board to help us do the first step in the process which is scope of development. So we know we have a problem on a project like this with Silver Village, what do we need

to do in order to make this project a success, get together proper plans and specifications to then put out bid documents for contractors to respond to where they're comparing – we are able to then compare and analyze their bids on an apples to apples comparison. What we found in the past, especially on a project to this magnitude, which the construction estimate right now for this one is right around a million dollars. So, on larger projects like that we want to make sure that we have proper details from the architects not just for replacing shingles but also like I mentioned the under layment, the roof decking, the soffits, flashing details, making sure that all of those are done the way they should be for those different roof systems on each building plus the community center, so that when we get those responses back to the bids that are received, we have a good comparison and the contractors all understand exactly what needs to be done and we can hold them to standards that we need to for these replacements.

Councilmember Donovic said to Mr. Jolly's point and to your answer, are you saying that essentially the contractual services of the architect, they're basically acting as a GC on the job to make sure the job is done correctly?

Rushlow replied they're going to be consulting on the job, making sure everything is done to professional standards. I would not characterize it as a GC, what their role is to look at the scope that was prepared, meet with us, prepare design for a bid package so that we'll have design plans, as well as details and specifications and a list of required submittals and material samples and everything that are going to be provided by the contractors for this project. So, they're doing all that designing, all the specifications, writing on the front end and using our City of Livonia front end legal contract document language for the contractor to proceed with the project. So, their role, their architectural role is the design process and then when it gets into construction they will be assisting us with the administration of that contract which their role would be reviewing shop drawings that are submitted to make sure what the contractor thinks we want them to provide as far as flashing details, they're providing us with a material that's going to meet what was in the specification, the architect looks at that review to make sure it matches that and then also verifies it in the field during construction that what they're building does in fact match the approved shop drawings that were submitted and meets the design intent so that we're getting the product that we should be getting. So, their role is two-fold; it's design and then also assistance on construction administration.

Donovic then asked those services cost roughly \$25,000.00?

Rushlow replied for this project their breakdown was \$13,000.00 and some change for design services and bidding services and then the construction phase which is the contract administration was just over \$8,000.00 for that phase.

Councilmember McCullough stated I do want to almost applaud this preventative measure when you go into a project like this, as you see the project dollars being close to a million dollars. When we get into a project of that magnitude, if the project is not scoped properly the change request can be far exceeding the \$20,000.00 that

would go into it. So, by doing this nature of prepping and I'm assuming with the process that we have in place if we do do the construction services after the administration is probably a percentage of the total project, I think it's like 6% or 5%, that's based on after the RFP and the contractor is selected. But by doing so this front end work it might seem like a lot when you look at a million dollar project, it's the right scope. Just like Mr. Rushlow was saying, front end work it might seem like a lot when you look at a million dollar project, it's the right scope. And just like Mr. Rushlow was saying, there's a lot that goes into it, I know it looks just like a roof, but you have energy codes that are out there and insulation and all that kind of jazz and it's better to get the right scope. So, if there are no objections I'll put an approving on Consent.

Councilmember Toy asked when we look at these roofs, I own a building and we have the flat tar roof which is a real pain, I'd like to put something better on it but the cost is outrageous; do these folks come in and maybe suggest that to us? I mean will they say you might not want to do a tar roof because you use these buildings a lot, blah, blah, blah, whatever; is that part of their role as well?

Rushlow replied that's a great question. So, we did that process for this phase that we're entering now which is design, so that was in what we call the scope development phase. Through that QBS process with our four architecture firms, we went through all these different projects and we assigned like DLZ is the architect that did the scope development with us, where they met with us, the building department, housing commission and went out to the sites, looked at everything, assessed the conditions, put together a scope what they thought was needed, what needed to be replaced, and then that's what was put in our RFQ that we sent out, again, to those same four firms and said okay, here's the scope, here's what we know needs to be done, now how much is it going to cost us, what do you think of the construction cost estimate for all of this and then how much would it cost in your proposal response to us for you as a firm to do the design and construction administration for it.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

11.

DPW

December 2, 2021

MEETING DATE

December 1, 2021

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

AWARD OF BID: Department of Public Works, Building Maintenance; re: for professional architecture services for the Silver Village roof replacement, from budgeted funds.

BACKGROUND

The Silver Village Apartments, located at 33789 Lyndon, Livonia, Michigan 48154, were constructed in 1977 for low-income senior living and are comprised of 18 buildings with six apartments each (108 apartments total) with four two-bedroom and two one-bedroom contained within each building. Each building has approximately 4,800 sq. ft. of roof surface. There is also a community center that services all the apartments and totals 5,200 sq. ft. of roof surface. Total roof square footage for replacements is approximately 91,600 sq. ft. The existing asphaltic shingle roof system is past its serviceable life-cycle and in need of replacement. Visual observations from the City Housing and Building staff and Architect team include active roof leaks, cracking, curling, discoloration, and poor flashing details.

The proposed project scope includes replacement of existing shingles and any saturated roof decking, proper flashing details, perforated soffits, and ancillary system components to achieve a complete watertight roof assembly. Scope development services were assigned to DLZ and the recommended work has an estimated construction cost of \$1,000,000.

In order to proceed with design and bidding of the project a Request for Proposals (RFP) was prepared by the Department and issued to our four as-needed architecture firms. Hubbell, Roth, and Clark (HRC) was the lowest bidder (see attached RFP bid review form and proposal from HRC) at a fee of \$21,731.00. The proposal did not include hazardous material testing, which may be required prior to demolition of the existing roof systems. We estimate this additional service at a cost of \$4,000.

RECOMMENDATION

It is recommended that Council approve the award of professional architecture services to Hubbell, Roth & Clark, Inc.(HRC) through the QBS process (CR 378-20) for the design/bid phase and construction contract administration phase for the Silver Village Apartments roof replacement in an amount not to exceed \$25,731.00 from budgeted funds

FISCAL CONSIDERATION

Budget: 2021-2022

296-831-987-000
\$25,731.00

ATTACHMENTS

1. 378-20 - As-Needed Architecture QBS
2. HRC Bid - Silver Village
3. RFP Bid Review Form - Silver Village
4. Silver Village Roof Replacements Study Meeting Worksheet

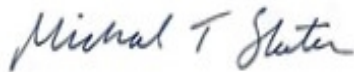
APPROVED BY

Jacob Rushlow, P.E., Superintendent of Public Service

Date: November 16,
2021

Don Rohraff, Director of Public Works

Date: November 18,
2021



Michael Slater, Finance Director

Date: November 18,
2021



Maureen Miller Brosnan, Mayor

Date: November 19,
2021

A communication from the Director of Finance, dated December 7, 2020, re: request to enter into agreements through Qualification Based Selection (QBS) Process for as-needed architectural services, was received and placed on file for the information of the Council.

On a motion by McCullough, supported by Toy, and unanimously adopted, it was:

#378-20 RESOLVED, that having considered a communication from the Director of Finance, dated November 13, 2020, which bears the signatures of the Superintendent of Public Service and the Director of Public Works, and is approved for submission by the Mayor, to which is attached four (4) proposed agreements to be entered into through the Qualification Based Selection (QBS) process between the City of Livonia and Detroit Architectural Group, DLZ Michigan, Inc., Hubbell, Roth & Clark, Inc., and OHM Advisers, to provide as-needed architectural services, THE COUNCIL DOES HEREBY DETERMINE AS FOLLOWS:

1. Authorize the Mayor and City Clerk to enter into agreements with the following architectural firms to provide as-needed architectural services:
 - Detroit Architectural Group, 1644 Ford Avenue, Wyandotte, MI 48192
 - DLZ Michigan, Inc., 607 Shelby Street, Detroit, MI 48226
 - Hubbell, Roth & Clark, Inc., 555 Hulet Drive, Bloomfield Hills, MI 48302
 - OHM Advisors, 34000 Plymouth Road, Livonia, MI 48150;
2. Approve fees for preparing the scope of work for each project to be based on the firm's hourly rates;
3. Authorize the administration to award design, bid and construction services to the firm submitting the low qualified not-to-exceed quote for each project, with the exception that City Council approval be obtained prior to any architectural design services being performed on all projects with an estimated construction cost exceeding \$500,000; and
4. Authorize the Director of Public Works or his or her designee to request that any or all of these firms provide ad-hoc services such as capital planning, budget prioritization, space needs analysis, programming and asset condition studies at their hourly rates, so long as the estimated construction cost does not exceed \$500,000.

FURTHER, the Council does hereby determine that these services will be paid from budgeted funds allocated for each project. Ad-hoc services, if any, will be paid from the budgeted contractual services account of the appropriate Fund; and the Mayor and City Clerk are hereby authorized to execute the aforesaid

agreements, approved as to form and substance by the Department of Law, for and on behalf of the City of Livonia, with Detroit Architectural Group, DLZ Michigan, Inc., Hubbell, Roth & Clark, Inc., and OHM Advisers and to do all things necessary or incidental to the full performance of this resolution.

FORM OF PROPOSAL ARCHITECTURAL SERVICES
PROJECT: SILVER VILLAGE ROOF REPLACEMENT

City of Livonia DPW
Attn: Jacob Rushlow, Assistant Director or Public Works
12973 Farmington Road
Livonia, Michigan 48150

JRUSHLOW@LIVONIA.GOV

Dear Mr. Rushlow:

The undersigned, has familiarized himself with the type of services desired and has carefully examined the scope of work, specifications, and instructions to bidders, and accepts as sufficient for the purpose and agrees to furnish to the City of Livonia the specified items and will accept in full payment therefore the following amounts:

COMPANY NAME: Hubbell, Roth & Clark, Inc. (HRC)

PHASE	DESCRIPTION	COMPLETE FOR SUM OF
1	Design/Bid Phase	\$13,695.00
2	Contract Administration Phase	\$ 8,036.00
3	TOTAL ITEMS 1-2	\$21,731.00

- Projected Completion Date for Phase 1 – Design Bid: December 31, 2021.
- Please list any exceptions or additional terms on separate attachment.

These services will be provided in accordance with all terms and conditions specified in the existing contract with the City of Livonia executed in accordance with Council Resolution # 378-20.

In submitting this sealed proposal, it is understood that the City of Livonia reserves the right to reject or accept any or all proposals in whole or in part and waive any irregularities or

Form of Proposal – Architectural Services

formalities therein. It is agreed that this proposal may not be withdrawn for ninety (90) days from the opening thereof.

Firm Name: Hubbell, Roth & Clark, Inc.

Address: 555 Hulet Drive

City/State/Zip: Bloomfield Hills, MI. 48302

Phone: 248-454-6385 FAX: 248-454-6345

Signature 
(Roland N. Alix, P.E.)

Title: Vice President

Date: August 20, 2021
(Person executing bid and official capacity)



If Different, Company contact person to whom questions regarding this submission should be directed is:

Name _____

Title _____

Phone No. _____

Email _____

FORMS TO RETURN WITH SUBMISSION:

- Form of Proposal Pages (PF-1 & PF-2)
- Supplemental Documentation, if necessary

City of Livonia
HRC - Hours / Costs for Architectural Services
Silver Village Roof Replacement - Design & Bidding Services

Task Description	Principal QA/QC	Assoc. Arch	Grad. Arch II	Total By Task
Phase 1				
Design / Bid Phase				
Kick-Off Meeting; Meeting Minutes, combine initial field efforts with kick-off meeting	1	4		5
Field data gathering, documentation of exist dimensions (19 bldgs total), make sure all apartment units are same from exterior		4	4	8
Develop CAD background to be used		4	16	20
Schematic design / development documents (30%), outline specifications		12	8	20
Construction documents (90%), specifications		8	16	24
Cost Estimates for 30%, 90% level		4	4	8
Review Meeting 30% & Meeting Minutes		4		4
Review Meeting 90% & Meeting Minutes		4		4
Design-Bid Phase Project Management/Monthly Reporting (Assume 2-3 months)	1	3		4
Bldg Permit Application & Submittal		1	2	3
Prepare Bidding Documents & send to Plan Rooms for Posting		2	2	4
Pre-Bid Meeting Attendance & Meeting Minutes		4		4
Addenda as needed (Minutes from Pre-Bid need to be issued as Addenda)		2	2	4
Bid Review and HRC Recommendation Award Letter for City to take to Council (No HRC MHs to attend Bid Opening or Council Mtg included)	1	4	2	7

Total Hours by Classification	3	60	56	119
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Fees

	MHs	Billable Rate*		Total Cost
		2021		
Principal	3	\$ 155.00	\$	465.00
Associate	60	\$ 136.50	\$	8,190.00
Graduate Arch/Engineer II	56	\$ 90.00	\$	5,040.00
Sub total	119		\$	13,695.00
Total Costs \$				13,695.00

* In accordance with As-Needed Rate Schedule (2021 Rates)

City of Livonia
HRC - Hours / Costs for Architectural Services
Silver Village Roof Replacement - Construction Administration Services

Task Description	Principal QA/QC	Assoc. Arch	Grad. Arch II	Total By Task
Phase 2				
Construction Administration Phase				
Pre-Con Meeting Attendance & Meeting Minutes		4		4
Shop dwgs submittal review & distribution: wood decking will be replaced by roofer as needed		6	4	10
RFI's, RFQ' monthly pay apps, etc. (Assume 2 pay apps)		6	6	12
Site Visits/Field Observation: Project duration - assume re-roof (3) units per week, + 2-3 days for ClubHouse = 6.5 wk project. Field meetings & progress report for each meeting (Assume up to 7 meetings, site visit will occur once per week; issue punch list & substantial completion at 5th or 6th mtg under these MHs); typ. const most units		8	20	28
CA Phase Project Management/Monthly Reporting (Assume 2 months)	1	4		5
Final walk-thru with City/Contr, report letter		4		4
As Built Dwgs/CAD files to City (using Contr mark-ups, create Record Set)		2	6	8

Total Hours by Classification	1	34	36	71
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Fees

	MHs	Billable Rate*		Total Cost
		2022		
Principal	1	\$ 155.00	\$	155.00
Associate	34	\$ 136.50	\$	4,641.00
Graduate Arch/Engineer II	36	\$ 90.00	\$	3,240.00
Sub total	71		\$	8,036.00
Total Costs \$				8,036.00

* In accordance with As-Needed Rate Schedule (2022 Rates)

PROPOSAL ATTACHMENT
FOR
SILVER VILLAGE ROOF REPLACEMENT

Hubbell, Roth & Clark, Inc. (HRC) includes the following clarifications for our fee proposal submitted pertaining to the above project:

1. It is assumed that the truss structure(s) that support the roof deck on the apartments and the Community Center is sufficient and not in need of structural engineering assessment and repairs.
2. A hazardous material survey is not included. In our experience, for shingle re-roof projects, this is not typically necessary given the age of the building and composition of the construction.
3. HRC will hold a Kick-Off Meeting with the City, followed immediately by our initial field data collection efforts. Meeting minutes will be provided.
4. The RFP Scope of Work requests (3) review meetings and (3) cost estimates in Phase 1, (one each for the Schematic, Design Development and Construction Documents development tasks.) For a project of this size, and with "repeat" design elements (i.e. 18 similar apartment units and 1 Community Center), HRC believes that this number of meetings is not necessary. Schematic Design and Design Development can be rolled into a combined effort because there are not multiple re-roofing type/options to be discussed for the buildings. In an effort to provide cost effective services, HRC proposes to meet with the City at the 30% and 90% level of document completion. We will provide cost estimates for the project at these levels of development.
5. HRC has not included manhours or allocated fees for our attendance at City Council meetings.
6. HRC has not included manhours or allocated fees for our attendance at the Bid Opening. On past projects, the City has opened the proposals, scanned them and emailed us the data. We will then use this information to create a bid tab, evaluate the bids, check references and write a recommendation for award. HRC will discuss the bids with the City prior to making an award recommendation.
7. We will include in our design, a description and requirements for material staging area(s), parking lot access for the Contractor to perform the work; public access to the Community Center (as needed) while the re-roofing efforts are underway, etc. We anticipate limiting the re-roofing work on the apartments to one cluster of three units at a time and each cluster-grouping taking approximately one week to complete. That means there are six-clusters of three apartment groups and the Community Center, as the work areas. Depending on how the Contractor staffs the project, they be able to complete the work more quickly. (These groupings for the buildings is how we arrived at the project time duration in item 8 below.)
8. For the Construction Phase, we've estimated that the work will take approximately 6 to 7 weeks, weather permitting. We have included (1) weekly site visit that will be performed in conjunction with the (1) weekly site meeting for this duration. A field observation report with photos will be provided for each site visit.

9. In addition to the weekly site visits, we have included (1) final site walk-through meeting with the Contractor and City, for project closeout.
10. HRC will provide meeting minutes for each project meeting, Phases 1 and 2 of the Work.
11. Projected completion date for Phase 1 is based upon the City making an award for Architectural Services in early September 2021. HRC can work with the City on schedule dates as necessary to meet the City's needs.

Architectural Services Proposal Review form

Project: Silver Village Roof Replacements

Proposal Date: 8/20/2021

Scope Developed By: DLZ

Scoping Estimate: \$1,000,000

Phase	Description	DAG	DLZ	HRC	OHM
1	Design/Bid Phase	\$ 23,440.00	\$ 73,000.00	\$ 13,695.00	\$ 35,000.00
2	Construction Phase	\$ 10,800.00	\$ 20,800.00	\$ 8,036.00	\$ 15,000.00
3	Total Both Phases	\$ 34,240.00	\$ 93,800.00	\$ 21,731.00	\$ 50,000.00

Agenda Item – STUDY MEETING WORKSHEET

Meeting Date:	12/1/2021	12/13/2021	
	<i>Study</i>	<i>Regular</i>	<i>Minutes</i>
Section:	New Item		
Item Title:	Request to Award Professional Architecture Services to HRC for Silver Village Apartments roof replacements		
Category:	☒ Award of Bid ☐ Emergency Repairs ☐ Request to Purchase	☐ Contract Amendments/Addt'l funds ☐ Budget Adjustment	
Department:	DPW		
Agenda Item ID:			
Recommendation:	Request to Award Professional Architecture Services to Hubbell, Roth & Clark, Inc. through the QBS process (CR 378-20) for the design/bid phase and construction contract administration phase for the Silver Village Apartments roof replacements in an amount not to exceed \$25,731.00 from budgeted funds		
Attachments:	 RFP Bid Review Form - Silver Village.SilverVillageRoofRej  HRC -		
Background:	The Silver Village Apartments, located at 33789 Lyndon, Livonia, Michigan 48154, were constructed in 1977 for low-income senior living and are comprised of 18 buildings with 6 apartments each (108 apartments total) with 4 two-bedroom and 2 one-bedroom contained within each building. Each building has approximately 4,800 sq. ft. of roof surface. There is also a community center that services all the apartments and totals 5,200 sq. ft. of roof surface. Total roof square footage for replacements is approximately 91,600 sq. ft. The existing asphaltic shingle roof system is past its serviceable life-cycle and in need of replacement. Visual observations from the City Housing and Building staff and Architect team include active roof leaks, cracking, curling, discoloration, and poor flashing details. The proposed project scope includes replacement of existing shingles and any saturated roof decking, proper flashing details, perforated soffits, and ancillary system components to achieve a complete watertight roof assembly. Scope development services were assigned to DLZ and the recommended work has an estimated construction cost of \$1,000,000. In order to proceed with design and bidding of the project a Request for Proposals (RFP) was prepared by the Department and issued to our four as-needed architecture firms. Hubbell, Roth, and Clark (HRC) was the lowest bidder (see attached RFP bid review form and proposal from HRC) at a fee of \$21,731.00. The proposal did not include hazardous material testing, which may be required		

Agenda Item – STUDY MEETING WORKSHEET

	prior to demolition of the existing roof systems. We estimate this additional service at a cost of \$4,000.		
Comments:			
Fiscal Considerations: ☐ Capital Outlay	GL #		
	Amount		
	Budget Dates		
Approvals Req'd:	☒ Rushlow ☐ Moore ☒ Rohraff		☒ Slater ☐ Legal ☒ Mayor
Date Entered	11/16/2021		Date Final Approval

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 1, 2021**

Meeting was called to order in the Auditorium of City Hall, 33000 Civic Center Drive, at 8:00 p.m. by President Kathleen McIntyre. Present: Brandon McCullough, Rob Donovic, Jim Jolly. Laura Toy, Scott Bahr, Cathy White and President Kathleen McIntyre. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Lori Miller, Deputy Clerk; LaShawn Thomas, Director of Governmental Affairs; Mike Slater, Director of Finance, Don Rohraff, Director of Public Works; Denise Maier, Director of Human Resources; Brandie Isaacson, Director of Housing; Sara Kasprowicz, Manager of Council Office; and Mayor Maureen Miller Brosnan.

10. REQUEST TO AMEND THE ENGINEERING CONTRACT WITH OHM ADVISORS: Department of Public Works, re: for as-needed professional engineering services in an amount not-to-exceed \$350,000 annually.

Jacob Rushlow, Assistant Director of Public Works, presented this request to Council. He said I believe this is my last item for the evening, so thanks for bearing with me on those last few. On this item through the QBS contract that we have with our engineering firms, OHM Advisors has assisted the City for a number of years on developing our advanced hydraulic modeling system for the management of the City's water distribution network and sanitary sewer collection system. OHM continues to provide that service to us in the DPW using highly technical expertise that they have to help run and analyze those hydraulic models for the City. Through recent years both the water and sewer section of the DPW as well as the Engineering Division have both been required to increase our reliance on those specialized services that OHM performs for water modeling analyses and related engineering tasks. These services have really been crucial for our department when analyzing pressure, flows and capacity for new connections by proposed developments as well as planning our own and performing our own system valves replacement program, valve exercising, the pressure reducing valve replacement that we've come before you and spoke about before, all those things combined all rely on those services through hydraulic modeling. As well as a current project we're working on, which is analyzing our source connections from the Great Lakes Water Authority and looking at connection outage scenarios, emergency response scenarios and how to prepare for those scenarios using the modeling software. On top of that OHM has been assisting us with also utilizing GIS, Geographic Information Services, combined with water modeling information to develop a very robust emergency response plan as well as what's been new regulatory requirements from the State of Michigan through the revised lead and copper rules for tracking inventory and believed to be known lead pipe services throughout the City's water system. Those highly specialized services that I just mentioned are very technical disciplines that don't fall into, completely into any one of the categories that are listed through the QBS contract. And based on that fact back in 2019 we first came in front of the Council and asked for these as-needed

contract amendment with OHM to perform those services. Now that we have a new QBS contract in process here that was approved recently, we're asking again for a five-year agreement with OHM for these as-needed specialized services that would go through the length of the QBS contract which is November 30th of 2026.

Vice President Bahr thanked Rushlow for the explanation. You mentioned in 2019 we signed this contract for not to exceed \$350,000.00; was that annually or was that total and Rushlow replied that was total. Bahr then asked how much have we used since that time and Rushlow replied over the previous three years we've used just about \$234,000.00 of that \$350,000.00.

Bahr asked if that was for similar type of work for what we're talking about now and Rushlow replied yes. Bahr then said what we're asking for here is \$350,000.00 annually for the next five years, we're talking about 1.7 million-ish or 1.75 million, so \$350,000.00 annually, whereas we spent \$234,000.00 over the last three years; can you help me understand the reason, that's a huge increase in the not to exceed amount.

Rushlow replied it is an increase and I guess one thing I'll mention is with the as needed services which is different from our QBS contract, it's an hourly not to exceed number. We don't intend to hit that number, I don't think we're going to expend all \$350,000.00 on an annual basis, we'll probably be somewhere in the 100,000 to 150,000 range which is kind of where we've been, a little under \$100,000 a year here. But we want to make sure that we have, when the situations do arise that we have the ability to call on our expertise with out consultants to assist us when needed on those types of projects.

Bahr asked if there was a reason to expect the amount of work we're going to need; I understand you're playing conservative, but is there a reason to expect the amount of work we're going to need is that much higher?

Rushlow replied yes, one big thing that I mentioned just a few minutes ago had to do with that emergency response scenario planning which I think is a big part of what we need to do more of here and we've been planning for this over the last few years but getting to the point where we have a very robust well planned out emergency response plan so that when we do run into an emergency situation because it will happen again at some point, you know we just saw one with Great Lakes Water Authority where a few communities lost their source water just recently. We want to be prepared to have both plans in place and we're using OHM to run those scenarios for us through that hydraulic modeling software to help us understand the system and run many, many different scenarios to realize if we lose pressure here or a connection here, how do we reroute water to make sure that we're not completely losing water in one portion of the City or having low pressure. So, we do anticipate an increase in the need for the hydraulic modeling services. I also mentioned the regulatory requirements from the State of Michigan with lead and copper rule, that is a burdensome task that's being handed down to us from the State, to inventory the lead service lines, and OHM has some really good tracking methods that they're starting to

use and bring the acid GIS in along with the other modeling software that they have to try and locate and help us track where we have those lead service lines so we're not running around picking up locations to inventory things that might not need to be. So we do anticipate there's going to be a larger need there as well in compliance with the new lead and copper rule.

Bahr asked when you talk about planning for emergency situations, let's take something like we talked about in the last meeting where you guys were coming to us afterwards and say it's something I've got to do in an emergency situation, is that the type of thing that this would enable us to cover and avoid you having to come before Council and Rushlow replied exactly, yes. Bahr said I appreciate that explanation, I guess I'm just looking at the fact that if you take what we've spent over the last three years, which isn't a small sample size, if you were to prorate that over five years, that would be \$390,000.00 total over five years and we're now asking for \$350,000.00 annually over five years. I have tremendous respect for OHM, I know they do great work for us and we have a lot of trust in everybody involved here, but even in people I trust I struggle with writing blank checks. It seems to me we could still be doing proper planning here and not be – I guess I prefer to err on the side of going lower and you guys having to come back and say hey, we messed up, and I guess that would be a lesson learned. But just based on the lesson of the last three years it just seems really high and I struggle to approve this at this amount. Does that make sense?

Rushlow replied it does. Your earlier comment we are being overly conservative with making sure that our not to exceed number is not something we're going to be coming back in front of you multiple times saying hey, we have this other scenario, we need to increase the as needed again, we need to increase the as-needed again over that five year period. So, certainly we are being a little overly conservative with that number. If there's a desire and more of a comfort level to lower that on an annual basis, I'm also comfortable with that.

Bahr said you threw out the number earlier, and I know it's not anything official, but you said we anticipate this might be in the hundreds, I think I heard you say that. I'm inclined to say let's do this, but let's do it 200 annually instead of 350, I think that still gives you, just based on what I've heard you say, I think that's still a relatively conservative approach but not the jump from the last two years that we've seen here. I'll give you a chance to tell me why you think that's nuts.

Rushlow replied I can certainly live with that number and we'll make that work and if there is a situation where we have to come back again and we're back in front of you guys, it's not a big deal to us, we can certainly do that, I'd be happy to.

Bahr stated perhaps I'm totally wrong and you guys will have to come and say hey, I told you so, and I'll be the first to admit it, okay. But I'm going to offer a resolution that we do this for \$200,000 annually, not 350, and thanks for your transparency.

Councilmember Jolly said not particularly in regard to this project and the numbers we're talking about here, but to be quite frank with you I don't like these large not to

exceed numbers that are shooting potentially high for the fact that it may be easier and avoid future Council meetings. We're here twice at least twice a month no matter what, and we'd love to see you or any of your friends from DPW. To be quite honest, that doesn't really provide a whole lot of benefits for us, and to be honest with you it erodes our oversight of these projects. I know your sentiment was meant and the effort is meant to be a positive and an efficiency, right, but at the same time I don't know that the efficiency or the benefit outweighs the responsibility that we have and the pleasure we get in seeing you and your friends.

Rushlow stated I can surely appreciate that and I think with the comment about not needing to come back, it's not so much the burden of coming back, it's the time limits of the response that sometimes we need. We're two weeks in getting a new scenario run on a model to figure out an emergency situation, just won't be adequate, so we do need that flexibility in there to have those consultants ready to go when we need them in that type of a situation. So I guess that waws more of my comment on not having to come back very often was just for that need and that's why we have an as needed service contract, it's for smaller tasks that we need to have done quickly that over the span of a year or five years you're going to amass to a larger sum overall.

Jolly said say as Mr. Bahr said you put it at \$200,000 and you notice that you are approaching that limit, come back to us pre-emptively and ask to increase it in the interim as opposed to having a blanket up front. And again, it's not specifically in regard to this project but these projects in general. Sometimes these broad numbers are a little tough to swallow.

Vice President Bahr said I do want to acknowledge, first of all even at 200 it's a significant increase from what we've done before but maybe I could even cut deeper but I'll stick with that, but I do want to compliment you because the fact that you spent 234 of the 350 before, if you were routinely coming to us and I asked you that question and you had spent up to that not to exceed amount, that would definitely lift my suspicion as to are we incentivizing the wrong thing here. The fact that you're not spending that, builds trust in the fact that you guys are continuing to be responsible to that. So I just want to compliment you on that and certainly plan to keep an eye on that in the future again, I don't want that to go unacknowledged.

Councilmember Donovic said to Mr. Jolly's comment, in the need to be able to act quickly in the event of the scenario and if you don't have the available funds, do we get charged some sort of emergency fee or something along those lines because OHM had to come and do their services quicker?

Rushlow replied no, our contract does not have that type of language in it for emergency services, it's really this as needed contract that allows us to have our team at OHM basically at our fingertips or at a phone call to assist us when we need it in an emergency situation. The existing QBS contracts are, if you recall, the way they're set up, whenever we have a project, we have them prepare a scope, a schedule, a budget, and we come back to the Council and we do a contract amendment. So, the existing QBS contract will have many supplements to it for every single project that lists out what's being done, what's the schedule, what's the budget and all that. This

as needed contract gives us that flexibility to have OHM there to assist us in emergency situations as well as numerous other tasks that were discussed earlier.

DIRECTION:

1) APPROVING

CONSENT

2) NOT TO EXCEED \$200,000



LETTER TO THE LIVONIA CITY COUNCIL

12.

DPW

December 2, 2021

MEETING DATE

December 1, 2021

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

REQUEST TO AMEND THE ENGINEERING CONTRACT WITH OHM ADVISORS: Department of Public Works, re: for as-needed professional engineering services in an amount not-to-exceed \$200,000 annually.

BACKGROUND

Through the QBS contract, OHM Advisors (OHM) assisted the City in the development of advanced hydraulic modeling for management of the City's water distribution network and sanitary sewer collection system. OHM continues to provide the Department of Public Works with the highly technical expertise needed to run and analyze the hydraulic model. Through recent years both the Water & Sewer Section and the Engineering Division have been required to increase our reliance on the specialized engineering services from OHM for water model analyses and related engineering tasks. These services become crucial when analyzing pressure, flow, and capacity for new connections by proposed developments, planning and performing system valve and pressure reducing valve replacements, analyzing GLWA source connection outage scenarios, and preparing for emergency response scenarios. Additionally, OHM has assisted with utilizing GIS and water model information to develop lead service line inventory information that is now mandated through the State of Michigan revised Lead Copper Rules.

These highly specialized and technical engineering disciplines do not completely fit into any one category within our existing QBS contracts. Based on the anticipated need for additional services in these fields, it is recommended that the City Council amend the City's five-year agreement with OHM Advisors, through November 30, 2026, to provide as-needed additional professional engineering services in an amount not-to-exceed \$350,000 annually.

RECOMMENDATION

Approve a contract amendment with OHM Advisors, 34000 Plymouth Road, Livonia, MI 48150 to provide as-needed professional engineering services at the hourly rates shown in the attached General Services Rate Schedule in an amount not-to-exceed \$350,000 annually and to authorize the Mayor and Clerk to execute the contract amendment on behalf of the City of Livonia.

FISCAL CONSIDERATION

Sufficient funds are budgeted in account no. 592-559-818-000 (Contractual Services)

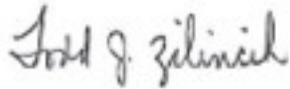
ATTACHMENTS

1. Exhibit A for OHM Addl Engr Services 2022-2026
2. OHM_As-Needed DPW Rate Schedule 2226

APPROVED BY

Date: November 19,
2021

Jacob Rushlow, P.E., Superintendent of Public Service



Date: November 19,
2021

Todd Zilincik, P.E., City Engineer

Date: November 19,
2021

Don Rohraff, Director of Public Works



Date: November 22,
2021

Paul Bernier, City Attorney



Date: November 22,
2021

Michael Slater, Finance Director



Date: November 23,
2021

Maureen Miller Brosnan, Mayor

EXHIBIT A
PROJECT SPECIFIC SCOPE OF SERVICES, PROJECT SCHEDULE, PAYMENTS
TO CONSULTANT

The information contained in this Exhibit applies only to the following project:

Project Title: As-Needed Professional Engineering Services

This is an exhibit to the contract dated December 1, 2021 between the City of Livonia, and OHM Advisors whose address is 34000 Plymouth Road, Livonia, MI 48150.

This Exhibit acts as a duly executed written instrument that amends, supplements, modifies, or cancels certain portions of the contract, as provided in Article 8.01 of the contract.

A. SCOPE OF SERVICES

Consultant will provide as-needed professional engineering services including, but not limited to, water distribution and sanitary sewer collection hydraulic modeling and analyses, and other as-needed engineering services to provide general water and sewer operational support at the direction of the Department of Public Works.

B. PROJECT SCHEDULE:

Project schedule shall commence on the date of this agreement and continue through the duration of the contract expiring on November 30, 2026.

C. PAYMENTS TO CONSULTANTS

Invoicing from Consultant for as-needed professional engineering services shall be on an hourly basis at the approved general services hourly rate schedule (enclosed). Payments to Consultant for as-needed services shall be on a monthly basis in an overall amount not-to-exceed \$350,000 pursuant to **Council Resolution #**.

In Witness Whereof, the City and Consultant, by and through their duly authorized officers and representatives, have executed this Contract.

In the Presence of:

CITY OF LIVONIA, a Michigan
Municipal Corporation

By: _____
Maureen Miller-Brosnan, Mayor

By: _____
Susan M. Nash, City Clerk

In the Presence of:

OHM Advisors

By: _____
Jonathan Kramer, P.E.

Its: _____
President

Approved:

Donald R. Rohraff
Director of Public Works

Approved:

Todd J. Zilincik, P.E.
City Engineer

Approved:

Michael Slater
Director of Finance

Approved as to form:

Paul Bernier
Department of Law

Pursuant to Resolution #

Adopted by City Council on:

City of Livonia
As-Needed DPW Eng Services
Hourly Rate Schedule
OHM Advisors
11/19/2021



<u>Position Title</u>	<u>Hourly Rates</u>				
	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$ 188.00	\$ 193.00	\$ 198.00	\$ 203.00	\$ 209.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00	\$ 190.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$ 155.00	\$ 159.00	\$ 163.00	\$ 168.00	\$ 173.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$ 145.00	\$ 149.00	\$ 153.00	\$ 157.00	\$ 161.00
Project Specialist II	\$ 160.00	\$ 164.00	\$ 169.00	\$ 174.00	\$ 179.00
Project Specialist I	\$ 130.00	\$ 134.00	\$ 138.00	\$ 142.00	\$ 146.00
Graduate Engineer IV	\$ 145.00	\$ 149.00	\$ 153.00	\$ 157.00	\$ 161.00
Graduate Engineer III	\$ 140.00	\$ 144.00	\$ 148.00	\$ 152.00	\$ 156.00
Graduate Engineer II	\$ 135.00	\$ 139.00	\$ 143.00	\$ 147.00	\$ 151.00
Graduate Engineer I	\$ 125.00	\$ 129.00	\$ 133.00	\$ 137.00	\$ 141.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$ 138.00	\$ 142.00	\$ 146.00	\$ 150.00	\$ 154.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$ 115.00	\$ 118.00	\$ 121.00	\$ 125.00	\$ 129.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$ 105.00	\$ 108.00	\$ 111.00	\$ 114.00	\$ 117.00
Technician IV	\$ 143.00	\$ 147.00	\$ 151.00	\$ 155.00	\$ 159.00
Technician III	\$ 125.00	\$ 129.00	\$ 133.00	\$ 137.00	\$ 141.00
Technician II	\$ 108.00	\$ 111.00	\$ 114.00	\$ 117.00	\$ 120.00
Technician I	\$ 87.00	\$ 90.00	\$ 93.00	\$ 96.00	\$ 99.00
Engineering / Architectural / Interior Design Aide	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00
Professional Surveyor III	\$ 162.00	\$ 167.00	\$ 172.00	\$ 177.00	\$ 182.00
Professional Surveyor II	\$ 150.00	\$ 154.00	\$ 158.00	\$ 162.00	\$ 167.00
Professional Surveyor I	\$ 135.00	\$ 139.00	\$ 143.00	\$ 147.00	\$ 151.00
Graduate Surveyor	\$ 120.00	\$ 123.00	\$ 127.00	\$ 131.00	\$ 135.00
Surveyor III	\$ 120.00	\$ 123.00	\$ 127.00	\$ 131.00	\$ 135.00
Surveyor II	\$ 110.00	\$ 113.00	\$ 116.00	\$ 119.00	\$ 122.00
Surveyor I	\$ 90.00	\$ 93.00	\$ 96.00	\$ 99.00	\$ 102.00
Surveyor Aide	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00
Planner IV	\$ 160.00	\$ 164.00	\$ 169.00	\$ 174.00	\$ 179.00
Planner III	\$ 144.00	\$ 148.00	\$ 152.00	\$ 156.00	\$ 160.00
Planner II	\$ 120.00	\$ 123.00	\$ 127.00	\$ 131.00	\$ 135.00
Planner I	\$ 105.00	\$ 108.00	\$ 111.00	\$ 114.00	\$ 117.00
Planner Aide	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00
Graphic Designer	\$ 110.00	\$ 113.00	\$ 116.00	\$ 119.00	\$ 122.00
Administrative Support	\$ 80.00	\$ 82.00	\$ 85.00	\$ 88.00	\$ 91.00
Clerical Aide	\$ 68.00	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00
Principal	\$ 215.00	\$ 221.00	\$ 227.00	\$ 233.00	\$ 239.00
Sr. Associate	\$ 198.00	\$ 203.00	\$ 209.00	\$ 215.00	\$ 221.00
Associate	\$ 187.00	\$ 192.00	\$ 197.00	\$ 202.00	\$ 208.00

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 22, 2021**

Meeting was called to order in the Auditorium of City Hall, 33000 Civic Center Drive, at 8:00 p.m. by President Kathleen McIntyre. Present: Scott Bahr, Cathy White, Brandon McCullough, Rob Donovic, Jim Jolly. Laura Toy and President Kathleen McIntyre. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Susan M. Nash, City Clerk; LaShawn Thomas, Director of Governmental Affairs; Curtis Caid, Chief of Police; Mike Slater, Director of Finance, Don Rohraff, Director of Public Works; Denise Maier, Director of Human Resources; Michelle Koppin, Parks and Recreation; and Sara Kasprowicz, Manager of Council Office.

12. WAIVER PETITION: Planning Commission, re: Petition 2021-09-02-19 submitted by Livonia Gas Mart requesting to construct an addition and remodel the interior and exterior of the existing gas station (Mobil) at 31301 Plymouth Road, located on the southeast corner of Plymouth and Merriman Roads in the Northwest ¼ of Section 35.

Mark Taormina, Director of Planning and Economic Development, presented this request to Council. He stated this is a request to renovate the gas station that has been at the southeast corner of Plymouth and Merriman Roads since the 1950s. This is the first major renovation to this structure in over sixty years. They are proposing to convert the existing service bays which are on the east side of the gas station to the convenience mart within the existing building. And then the addition on the south side would be for servicing vehicles. Currently most of the space is used for as a service center, that would be reduced in size but would still be providing service with the construction of that addition, it's about 1,000 square feet again on the south side where they have room available on the property, in fact, there's additional green space on the south side of the property. Parking is being met on the site. New dumpsters are being added to the southeast corner. The exterior of the building is being completely renovated with brick to match the existing brick and the Planning Commission is recommending approval of the Petition, the only issue is they would like to see a landscape plan submitted within sixty days of Council's action.

Sue, NAS Management, came to the podium. Councilmember Toy asked if she was the owner and she replied no, she's the office manager. Toy asked if they repaired vehicles as well and she replied yes, we do mechanic and oil change and we will continue to do so, we're just trying to make it more pretty and serve the community and make it more convenient for the community and for our senior citizens.

Toy said you do a nice job and we appreciate everything you do for that part of our community as well. She then offered an approving resolution for the Consent Agenda.

Councilmember Donovic asked Taormina if this new plan included an enclosed trash dumpster and Taormina replied yes, the enclosed dumpster is shown in the southeast

corner, I'm not sure if this orientation is the best, we might have to move that around a little bit to make it easier for the pick-up service, but yes, that will be an added element to the site plan.

Donovic asked if the dumpster enclosure will be consistent with the new material on the building and Taormina replied that is called out in the approving resolution.

The Petitioner said I would like to add one more thing. Regarding the storage, as presented in the plans, we didn't present them in the plan but it was suggested in the previous meeting that we had here, that if we need to add storage or build a shed, we will submit plans according to that to get that approved, because currently we don't have any storage, that's why we have some tires and some stuff out there. So if that's a recommendation, we are willing to do and go with it if they approve it, as well as the landscaping plans, we will submit them. What we're trying to ask if you can approve it for us within 90 days instead of 60 days because everything we're trying to do is taking a lot of time because everyone tells us it's Covid, it's Covid, everybody is backed up, so that's the only thing I would like to add on.

Councilmember Toy stated if the Petitioner needs an amendment to that resolution, I would be happy to give them 90 days because I know what you're saying, supplies are hard to get, blah, blah, blah, blah, and people are hard to get, so that's great.

Taormina stated what she's referring to is the landscape plans, this has to be submitted to us within 60 days, it doesn't have to be approved and installed within those 60 days, it's just getting the process done and to review it. So, there really isn't that added pressure of having to complete it within that timeframe. And then the storage issue is something that was brought up in addition to the landscaping. The Planning Commission noticed that there were some items being stored outside and they felt that if it was the desire of the Petitioner to add some type of storage shed on the property that they would consider reviewing that together with the landscape plan. They're not sure whether or not that's needed with their changing business model, it may be something that they don't do, but that's something that would have to come back for review as well.

Councilmember Toy confirmed they have to come back again for the storage part of it as well and Taormina replied yes, there's a storage part and landscaping plans, we would review that together, the Planning Commission would.

Toy said then that would be Phase II then and Taormina replied yes. The Petitioner asked when they submit the landscaping plans, we can submit the storage with it and Taormina replied that's correct.

Councilmember Jolly stated you're investing a lot of money in this property and we're thankful for that, by all accounts it's going to look better, until you say storage shed on a highly visible corner on the main drag in Livonia, we don't, and Mr. Taormina would know better than I would, but we don't typically allow storage sheds at facilities like this, do we?

Taormina replied we're referring to it as a shed, it will more than likely be a small building on the property and it may not even be something that they seek to pursue, the question came up because of some of the items being stored outside so they would rather see those enclosed somehow. We don't know what that would look like, it was merely a suggestion by the Planning Commission that we would take a look at that as a separate element to this callback for the landscape item.

Jolly said when we're looking at a site plan such as this, I'm of the opinion that I would like it addressed all at once. Whether you call it a shed or an ancillary building on the property, that's kind of a deviation from how we normally have done things like that. And to be honest with you, having a secondary building on there is not something that's appealing to me. If you're putting on an addition here, I would personally like to see it considered at the time of the new addition so we can look at it as one package. I mean, honestly having a secondary building on a site that's as small as this for a gas station on Plymouth and Merriman, as far as I'm concerned with my personal opinion, that's a no go, I'll just put it out there. It's such a deviation from how we've done things in the past, I just want to put you on notice there that that's not something that I would be excited for, it's not something that I would be prone to vote in favor for.

The Petitioner stated we will cooperate with what the City requires.

DIRECTION:

APPROVING (12/13 meeting)

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

13.

Planning
November 23, 2021

MEETING DATE

November 22, 2021

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

WAIVER PETITION: Planning Commission, re: Petition 2021-09-02-19 submitted by Livonia Gas Mart requesting to construct an addition and remodel the interior and exterior of the existing gas station (Mobil) at 31301 Plymouth Road, located on the southeast corner of Plymouth and Merriman Roads in the Northwest ¼ of Section 35.

BACKGROUND

RECOMMENDATION

At the 1,178th Public Hearing and Regular Meeting held by the City Planning Commission on November 9, 2021, the following resolution was unanimously adopted:

#11-60-2021 RESOLVED, That pursuant to a Public Hearing having been held by the City Planning Commission on November 9, 2021, on Petition 2021-09-02-19 submitted by Livonia Gas Mart requesting waiver use approval pursuant to Sections 6.06 and 6.26 of the Livonia Vision 21 Zoning Ordinance to construct an addition and remodel the interior and exterior of the existing gas station (Mobil) at 31301 Plymouth Road, located on the southeast corner of Plymouth and Merriman Roads in the Northwest ¼ of Section 35, the Planning Commission does hereby recommend to the City Council that Petition 2021-09-02-19 be approved subject to the following conditions:

1. The Site Plan identified as Sheet No. SP1 dated October 6, 2021, as revised, prepared by Sketch Design Group, is hereby approved and shall be adhered to.
2. All parking spaces, except the required barrier free parking, shall be doubled striped at ten feet (10') wide by twenty feet (20') in length as required, and the number and location of the barrier free parking space(s) shall be provided at the direction of the Inspection Department.
3. The Exterior Building Elevation Plan identified as Sheet No. A2 dated October 28, 2021, as revised, prepared by Sketch Design Group, is hereby approved and shall be adhered to.
4. That all rooftop mechanical equipment shall be concealed from public view on all sides by screening that shall be of a compatible character, material and color to other exterior materials on the building.
5. Any new light fixtures shall not exceed a height of twenty feet (20') from grade at the base of the light and shall be aimed and shielded to minimize stray light trespassing across property lines or

on adjacent roadways.

6. No outside storage, placement or display of merchandise shall be permitted.
7. Pursuant to Section 6.26(11), free air shall be provided and dispensed at the point of service without having to enter the station or perform any extra action to obtain the air without charge.
8. Vacuum equipment or the outdoor placement/storage of propane cylinder storage units is not allowed.
9. The sale of ice shall be restricted to the inside of the building.
10. Only conforming signs are approved as part of this petition, and any additional signs shall be separately submitted for review and approval by the Zoning Board of Appeals.
11. No part of the pump island canopy fascia, except for signage, shall be illuminated, and no LED lightband or exposed neon is allowed on any part of the building, including around the windows or on the overhead canopies.
12. Unless approved by the proper local authority, any type of exterior advertising, such as promotional flags, streamers or sponsor vehicles designed to attract the attention of passing motorists, shall be prohibited.
13. The specific plans referenced in this approving resolution shall be submitted to the Inspection Department at the time the building permits are applied for; and,
14. That a fully detailed landscape plan and any plans to construct a small storage building shall be submitted for approval to the Planning Commission and City Council within sixty (60) days following approval of this petition by the City Council.
15. That the entire parking lot shall be repaired, resealed, and restriped as necessary to the satisfaction of the Inspection Department. All parking spaces, except the required handicapped spaces, shall be doubled striped at ten feet (10') wide by twenty feet (20') in length as required.
16. Pursuant to Section 13.13 of the Livonia Vision 21 Zoning Ordinance, this approval is valid for a period of one year only from the date of approval by City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 of Livonia Vision 21 Zoning Ordinance.

FISCAL CONSIDERATION

ATTACHMENTS

1. 2021-09-02-19_Gas Mart_E-COUNCIL Pkt

APPROVED BY



Mark Taormina, Planning and Economic Development
Director

Date: November 10,
2021



Maureen Miller Brosnan, Mayor

Date: November 10,
2021

Petition 2021-09-02-19 submitted by Livonia Gas Mart
requesting waiver use approval pursuant to Sections 6.06 and 6.26 of the Livonia Vision 21 Zoning Ordinance to construct an addition and remodel the interior and exterior of the existing gas station (Mobil) at 31301 Plymouth Road, located on the southeast corner of Plymouth and Merriman Roads in the Northwest ¼ of Section 35.

**CITY OF LIVONIA, MICHIGAN
APPLICATION FOR WAIVER USE APPROVAL**

All applications must be presented in triplicate to the City Clerk, 33000 Civic Center Drive, Livonia, MI 48154-3097. Applications **must** include property owner's name, address and notarized signature.

Filing fee = \$600.00 plus \$20.00 for each 1,000 sq. ft. of gross floor area of new construction.

Date Filed: 9-29-2021 Petition: 2021-09-02-19

Site Address: 31301 Plymouth Rd Sidwell _____ Zoning of Property _____

Requesting Approval To Build on

Applicant: Fadi Naserdean Business/Company: Livonia Gas Mart

Applicant's Address: 31301 Plymouth City: Livonia State: MI Zip Code: 48150

Applicant's Phone #: (313) 680-3000 Applicant's Email: nasmanagementllc@att.net

Contact Person: Sue Business/Company: NAS management

Contact's Address: 23930 Carlisle City: Dearborn State: MI Zip Code: 48124

Contact's Phone #: (313) 724-6028 Contact's Email: nasmanagementllc@att.net

Please provide the following information:

- 1) **Site Plan** showing:
 - property dimensions, including road right-of-way & building setback lines
 - foot print of building(s), including dimensions & square footage
 - all easements, protective walls, sidewalks & existing trees
 - any significant topographic features (existing or proposed)
 - parking layout, including type of surface material, sizes of spaces & aisles
 - method used in calculating parking requirement
 - location of light standards servicing parking lot & cutout showing type & height
 - location of trash receptacle, including description of screening
 - location of signs
- 2) **Detailed Landscape Plan** including:
 - listing or labeling of all planted materials as to type and size
 - areas to be fully irrigated
 - percentage of landscaping provided (15% of total site required)
- 3) **Building Elevation Plan** depicting:
 - architectural quality
 - wall section & detail plan - exterior building materials must be labeled (i.e. brick, thin brick, E.F.I.S.)
 - all visible rooftop mechanical equipment and how they will be screened
- 4) **General Floor Plan** showing:
 - floor layout
 - entrances & exits
 - restaurants are required to illustrate seating arrangement & capacity
- 5) **One (1) set of reduced plans** (i.e. site, landscape, elevation, floor), a maximum 11" x 17" in size, or digital file in a .pdf format either on CD or emailed to smiller@ci.livonia.mi.us
- 6) **Legal Description** of the property to be considered (Clearly Printed)
- 7) Three (3) completed application forms & ~~sixteen (16)~~ ^{Three (3)} sets of full-size drawings

You are invited and encouraged to review your proposal with the Planning Department staff. Only one set of preliminary drawings will be necessary for this analysis.

FEE COMPUTATION

_____ sq. ft. of new construction x \$20.00 per 1,000 sq. ft.

(NOTE: Round off to nearest 1,000) + _____

Total Amount Due \$ _____

\$600.00

Owner of Property: Fadi Naserdean

Owner's Address: 17446 Outer Dr City: Dearborn State: MI Zip Code: 48127

Owner's Phone #: (313) 680-3000 Owner's Email: nasmanagementllc@att.net

Signature of Owner: [Signature] Print Name: Fadi Naserdean

Subscribed and sworn to before me, a Notary Public in and for the County of _____ State of _____

on this 9-23-2021 day of _____

Signature of Notary Mahmoud N Abdel-Jawad My commission expires _____

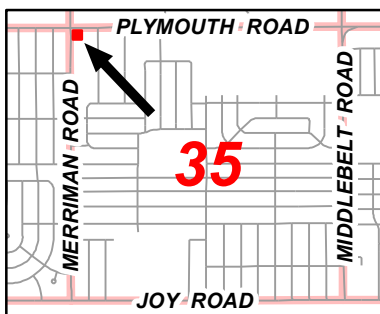
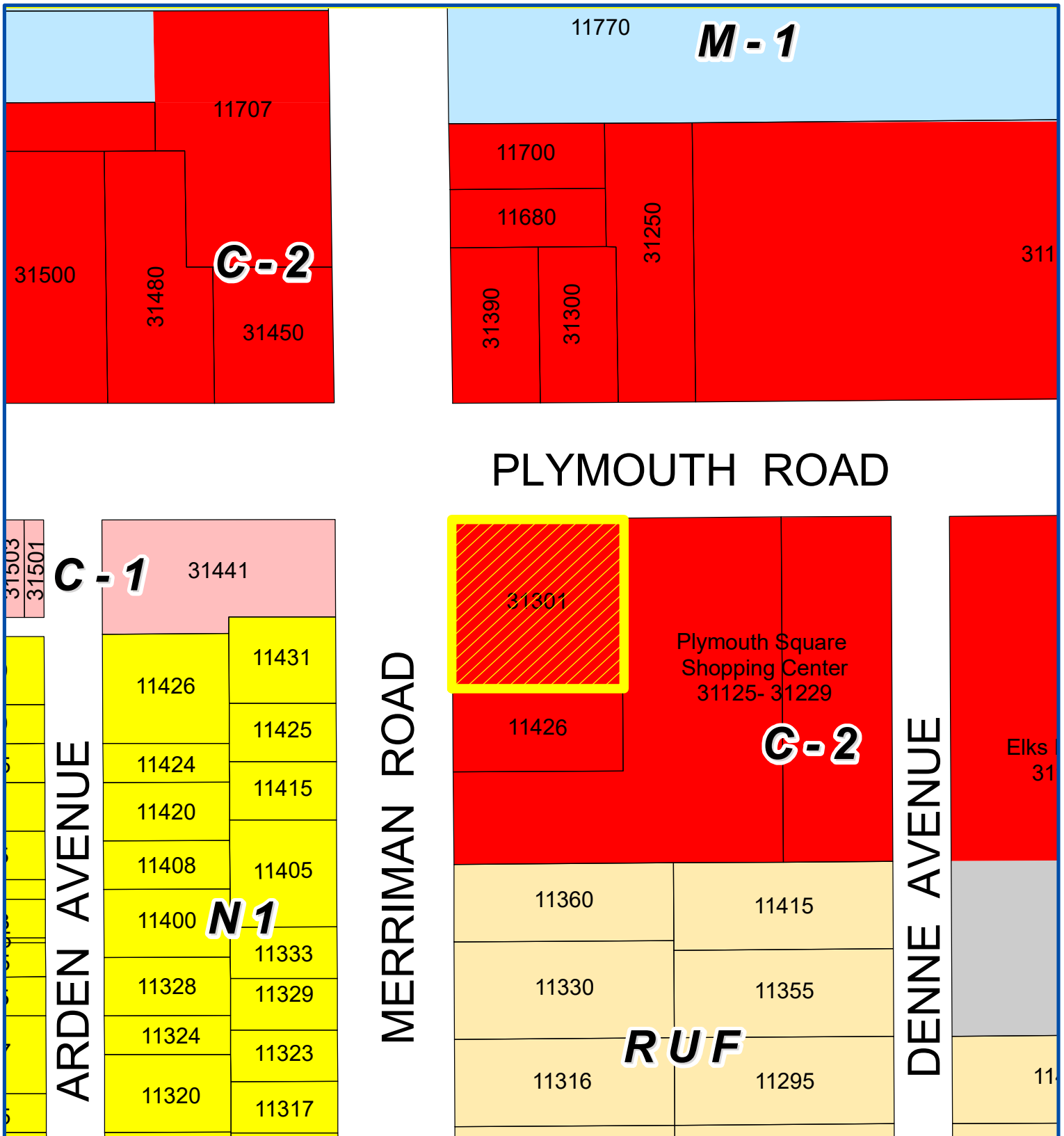
Acting in the County of Wayne

MAHMOUD N ABDEL-JAWAD
NOTARY PUBLIC - STATE OF MICHIGAN
My Commission Expires MAY 17, 2026
Acting in the County of Wayne

RECEIVED
OFFICE OF THE CITY CLERK

2021 SEP 29 PM 2:33

RECEIVED
SEP 30 2021
CITY OF LIVONIA
PLANNING COMMISSION



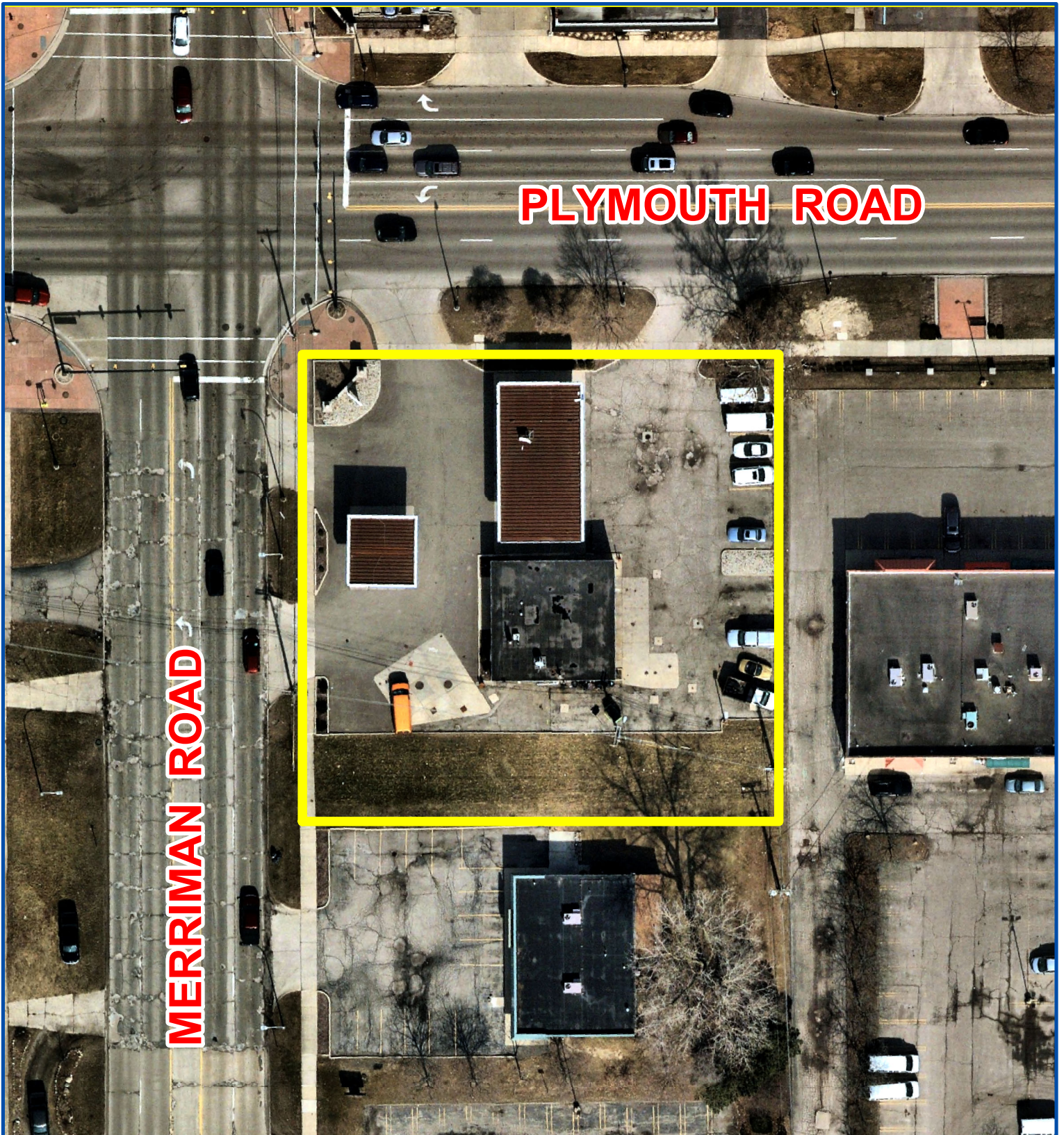
Address & Zoning Map

Petition 2021-09-02-19
 Livonia Gas Mart
 31301 Plymouth Road
 construct an addition and remodel the
 interior and exterior



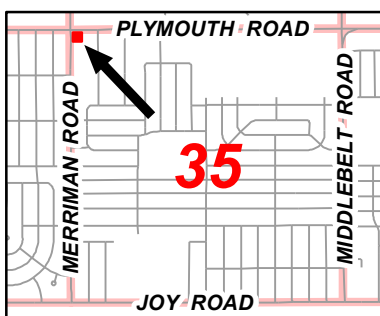
Not to Scale

City of Livonia
 Planning Department



PLYMOUTH ROAD

MERRIMAN ROAD



Aerial Map

Petition 2021-09-02-19

Livonia Gas Mart

31301 Plymouth Road

construct an addition and remodel the
interior and exterior



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 1

Petition 2021-09-02-19 submitted by Livonia Gas Mart requesting waiver use approval pursuant to Sections 6.06 and 6.26 of the Livonia Vision 21 Zoning Ordinance to construct an addition and remodel the interior and exterior of the existing gas station (Mobil) at 31301 Plymouth Road, located on the southeast corner of Plymouth and Merriman Roads in the Northwest ¼ of Section 35.

October 26, 2021: Study Meeting:

This request involves the expansion and renovation of a gas station located at the southeast corner of Plymouth and Merriman Roads. This site is zoned C-2, General Business. Along with the operation of a gas station, this facility also functions as an auto repair business. Three (3) service bays currently occupy the eastern half of the building. The Petitioner is proposing to convert the existing service bays into a convenience store (C-store). In order to continue auto repair operations, an addition would be constructed to the rear of the building that would contain a single service bay.

The subject site measures 175 feet along Plymouth Road by 175 feet along Merriman Road for a total lot area of 30,625 square feet. The existing one-story building contains approximately 2,055 square feet of floor area and is positioned near the middle of the property. There are two (2) separate groups of fuel pumps. Two (2) pumps that can accommodate four (4) vehicles, one on each side, are located between the building and Plymouth Road, and a single pump that can accommodate two (2) vehicles is located between the building and Merriman Road. Over both sets of gas pumps are island canopies. Along the southern edge of the property is an existing thirty-five foot (35') wide grass greenbelt. Four (4) driveways provide ingress and egress to the site, including two (2) on Plymouth Road and two (2) on Merriman Road.

The proposed service bay addition is along the south side of the existing building. It would be one-story in height and 578 square feet in area. With the addition, the building would total 3,068 square feet. The required setback for a gas station building is sixty feet (60') from any road rights-of-way. The existing gas station is located approximately seventy-five feet (75') from Plymouth Road and sixty-four feet (64') from Merriman Road. The addition would be constructed flush with the existing building and would not encroach any further into the required setback adjacent to Merriman Road. Where this property abuts the commercial zoning to the east and south, the Zoning Ordinance allows for zero setbacks subject to applicable building and fire codes. The proposed addition would set thirty-five feet (35') from the south property line and approximately sixty-five feet (65') from the east property line.

The project also includes renovations to both the interior and exterior of the existing building. The new floor plan shows the service bays being replaced with a large display/sales area, walk-in cooler, a single restroom, and a customer service counter. On the exterior, the top edge of the building would be finished with a continuous decorative crown molding. New storefront windows would be installed along the east

elevation of the building. The proposed addition would be constructed out of decorative brick that would match the new remodeled building. Large overhead garage doors would be installed in both the east and west elevation of the addition.

Other than the proposed addition and remodeling, no other site improvements are planned with this proposal with the exception of a new masonry dumpster enclosure in the southeast corner of the parking lot. The parking layout, landscape areas, number of driveways, and canopy setup would all remain as is. Consideration of the site plan presents a good opportunity to upgrade the site's landscaping.

Required parking for gas stations is based on a ratio of one (1) space for each fueling pump. Required parking for a garage or repair shop is based on a ratio of one (1) space for each repair bay plus one (1) space for each employee. Based on the number of fuel pumps (6), service bays (1) and employees (3), this station would require ten (10) parking spaces. The site plan shows thirteen (13) striped parking spaces.

Gas stations are permitted one (1) ground sign not to exceed forty (40) square feet in area, twelve feet (12') in height, and a minimum setback of five feet (5') from any right-of-way line. Also allowed are signs attached either to the wall of the building or the canopy fascia, based on two (2) square feet for each one (1) lineal foot of building frontage, with the maximum sign area not to exceed one hundred (100) square feet. The plans do not indicate any type of proposed signage for the site or building; therefore, signage was not reviewed as part of this petition.

November 9, 2021: Public Hearing:

New data includes a color rendering of the building. The plan shows and notes that the entire exterior of the existing building would be refinished in brick, including the areas on the east and west elevations which currently have metal panels. Additionally, the so-called decorative chimney features along the roofline would be completed on all four sides with brick so that they appear finished from any direction. The proposed addition would also be constructed entirely out of brick. Since overhead doors are provided on both ends of the service bay addition, it is presumed that the space will have capacity for at least two (2) vehicles.

Approving Resolution: That the request to construct an addition and remodel the interior and exterior of the existing gas station (Mobil) at 31301 Plymouth Road, is hereby approved, subject to City Council approval and the following conditions:

1. The Site Plan identified as Sheet No. SP1 dated October 6, 2021, as revised, prepared by Sketch Design Group, is hereby approved and shall be adhered to.

2. All parking spaces, except the required barrier free parking, shall be doubled striped at ten feet (10') wide by twenty feet (20') in length as required, and the number and location of the barrier free parking space(s) shall be provided at the direction of the Inspection Department.
3. The Exterior Building Elevation Plan identified as Sheet No. A2 dated October 28, 2021, as revised, prepared by Sketch Design Group, is hereby approved and shall be adhered to.
4. That all rooftop mechanical equipment shall be concealed from public view on all sides by screening that shall be of a compatible character, material and color to other exterior materials on the building.
5. Any new light fixtures shall not exceed a height of twenty feet (20') from grade at the base of the light and shall be aimed and shielded to minimize stray light trespassing across property lines or on adjacent roadways.
6. No outside storage, placement or display of merchandise shall be permitted.
7. Pursuant to Section 11.03(a)(13), free air shall be provided and dispensed at the point of service without having to enter the station or perform any extra action to obtain the air without charge.
8. Vacuum equipment or the outdoor placement/storage of propane cylinder storage units is not allowed.
9. The sale of ice shall be restricted to the inside of the building.
10. Only conforming signs are approved as part of this petition, and any additional signs shall be separately submitted for review and approval by the Zoning Board of Appeals.
11. No part of the pump island canopy fascia, except for signage, shall be illuminated, and no LED lightband or exposed neon is allowed on any part of the building, including around the windows or on the overhead canopies.
12. Unless approved by the proper local authority, any type of exterior advertising, such as promotional flags, streamers or sponsor vehicles designed to attract the attention of passing motorists, shall be prohibited.
13. The specific plans referenced in this approving resolution shall be submitted to the Inspection Department at the time the building permits are applied for; and,
14. Pursuant to Section 19.10 of Ordinance #543, the Zoning Ordinance of the City of Livonia, this approval is valid for a period of one year only from the

PUBLIC HEARING

ITEM 1 Petition 2021-09-02-19 – Livonia Gas Mart

Page 4

date of approval by City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

Denying Reasons: That the request to construct an addition and remodel the interior and exterior of the existing gas station (Mobil) at 31301 Plymouth Road is hereby denied for the following reasons:

1. That the petitioner has failed to comply with all general standards and requirements as set forth in Sections 1.02 and 13.13 of the Livonia Vision 21 Zoning Ordinance.
2. That the layout and aesthetics of the proposed remodeling would have a negative effect upon the neighboring properties.
3. That the proposal creates significant adverse impacts on adjoining parcels, public services, and community planning efforts, and
4. That the petitioner has failed to comply with all the concerns deemed necessary for the safety and welfare of the City and its residents.

RENOVATION PLANS FOR
31301 PLYMOUTH ROAD
LIVONIA, MICHIGAN

DATA:

GROSS SITE AREA = 30,625 SQ. FT.
EXISTING BUILDING = 2,055 SQ. FT.
NEW ADDITION = 1,013 SQ. FT.
TOTAL BUILDING = 3,068 SQ. FT.
OCCUPANT LOAD = SALES / CUSTOMER SERVICE (100 GROSS / 1,492 SQ. FT. = 15)
= GARAGE AREA (200 GROSS / 925 SQ. FT. = 5)
TOTAL OCCUPANTS = 20 PERSONS
PARKING REQUIRED = 3 SPACES PER BAY AND 1 SPACE PER 150 SQ. FT. OF FLOOR AREA
PARKING PROVIDED = 1 BAY = 3 SPACES,
= 150 SQ. FT. / 2,055 SQ. FT. = 14 SPACES
TOTAL = 13 SPACES
ZONED = C-1, LOCAL BUSINESS
USE GROUP = GROUP M
CONSTRUCTION TYPE = IIIB
MICHIGAN BUILDING CODE 2015

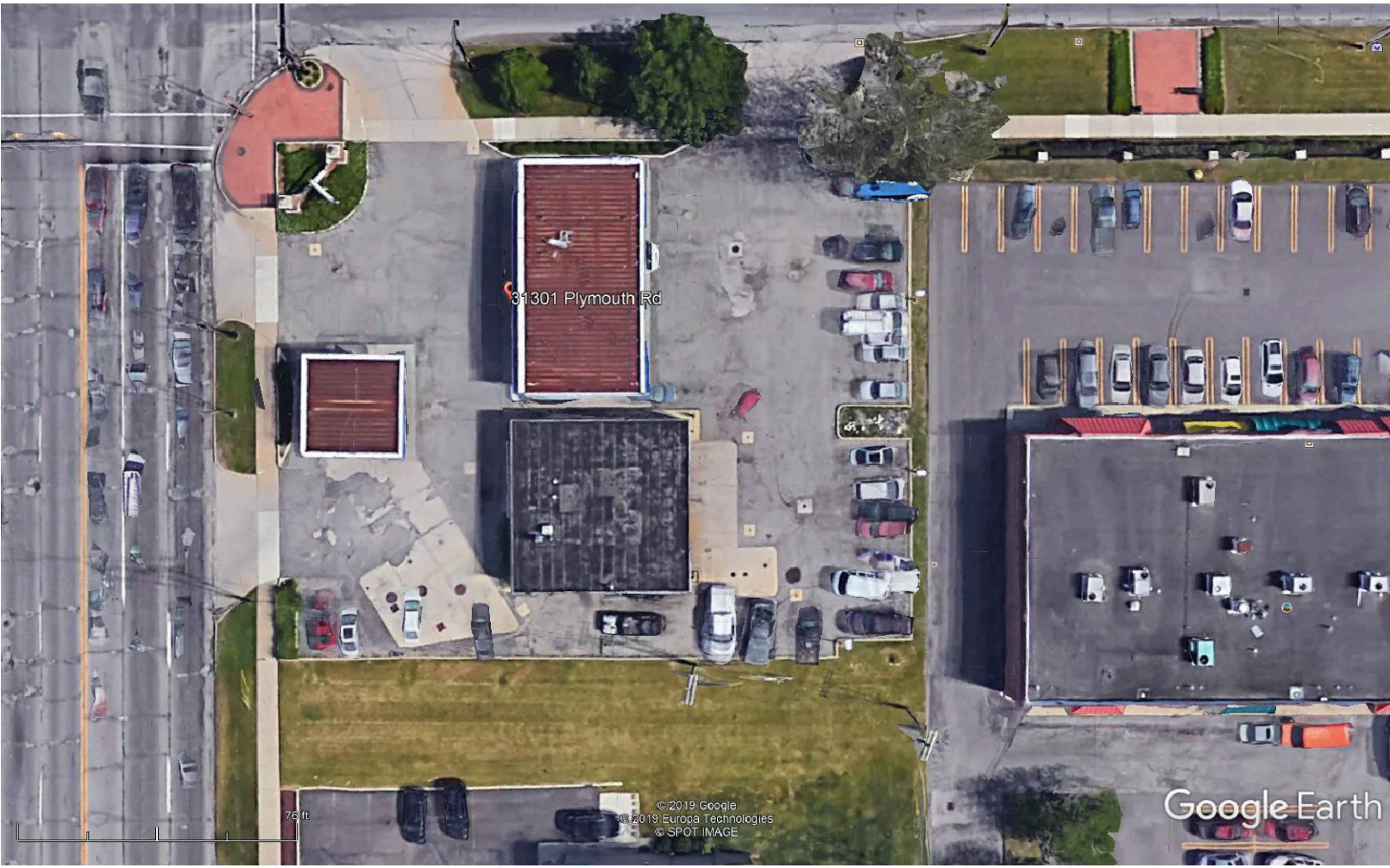
INDEX:

SHT. SP1 SITE PLAN
SHT. A1 FLOOR PLANS
SHT. A2 ELEVATIONS / SECTIONS
SHT. EP1 ELECTRICAL / PLUMBING PLANS
SHT. M1 MECHANICAL PLAN

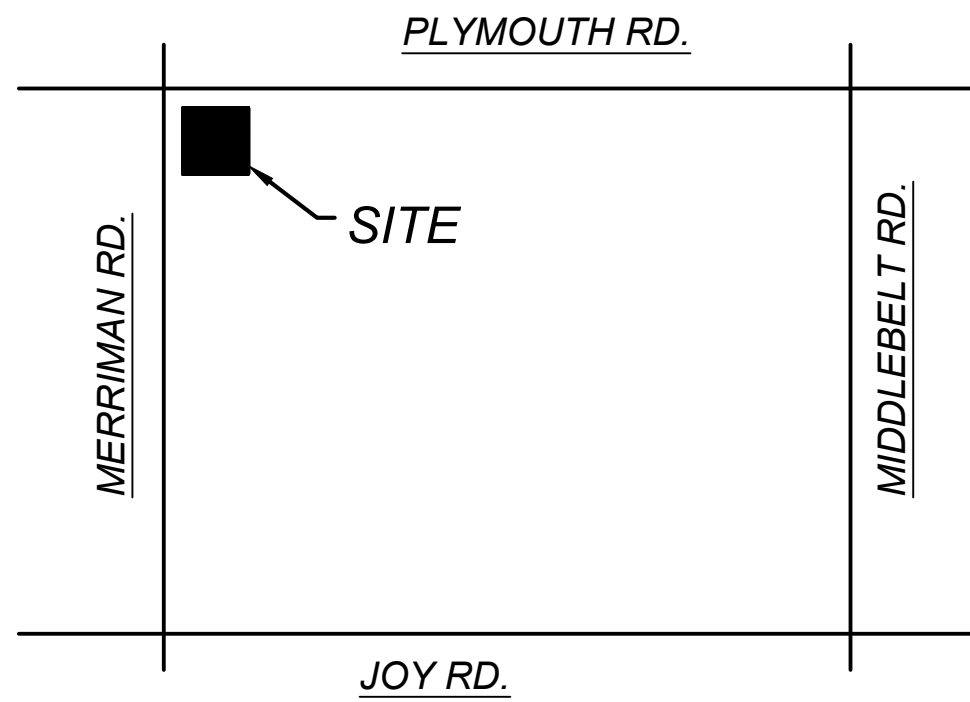
LEGAL DESCRIPTION:

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49M E 60 FT AND S 0D 07M 30SEC E 60 FT FROM N W COR
SEC 35 TH N 89D 49M E 175 FT TH S 0D 07M 30SEC E 175
FT TH S 89D 49M W 175 FT TH N 0D 07M 30SEC W 175 FT
POB 0.70 AC

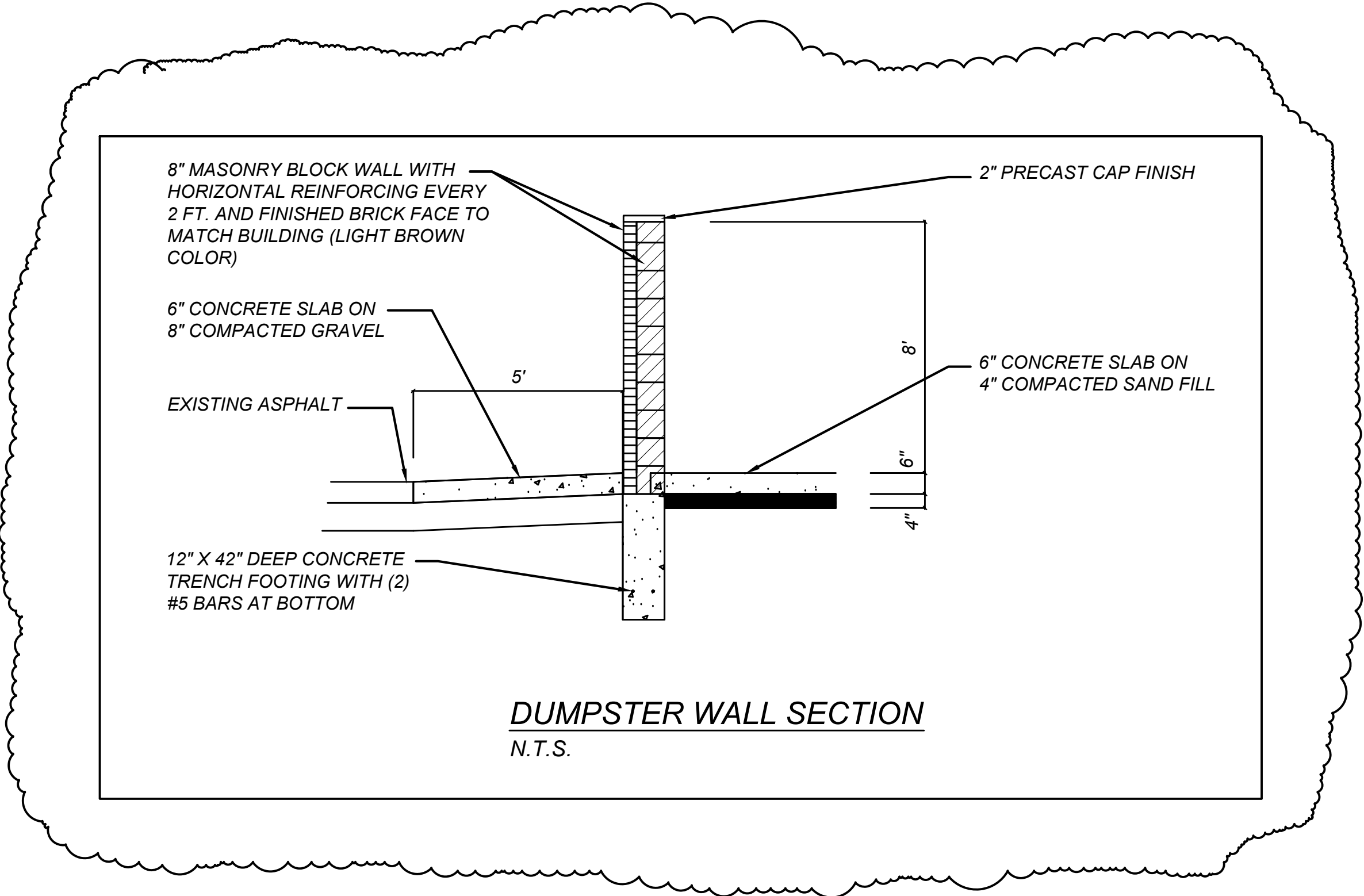
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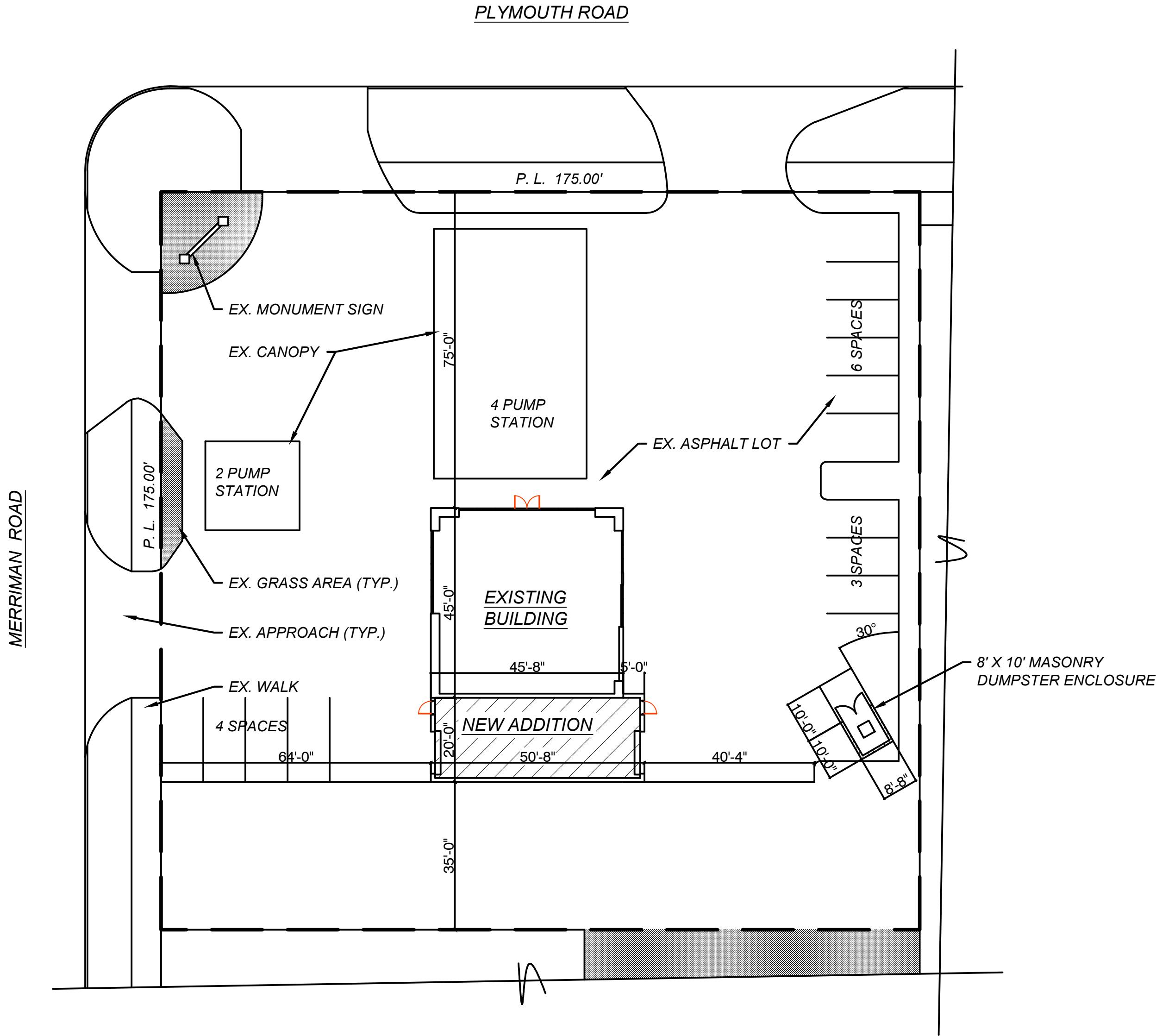
AERIAL VIEW @ NO SCALE



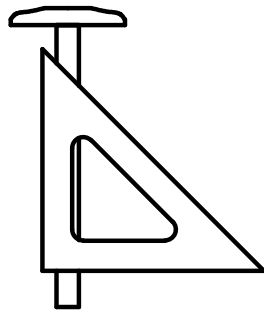
LOCATION PLAN @ NO SCALE



DUMPSTER WALL SECTION
N.T.S.



SITE PLAN @ 1" = 20'-0"

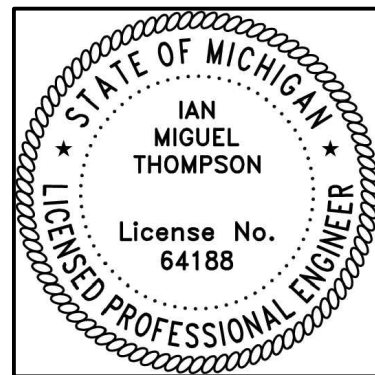


SKETCH DESIGN GROUP
26520 GRAND RIVER
STE. 101
REDFORD, MI 48240
(248)-890-3036
Email: sketchtimedesign@gmail.com

ICS

INDIGOSHORES CONSULTANT SERVICES
26520 GRAND RIVER, STE. 101
REDFORD, MI 48240
954.804.3955
Email: ian@indigoshorescs.com

ARCHITECT / ENGINEER SEAL:

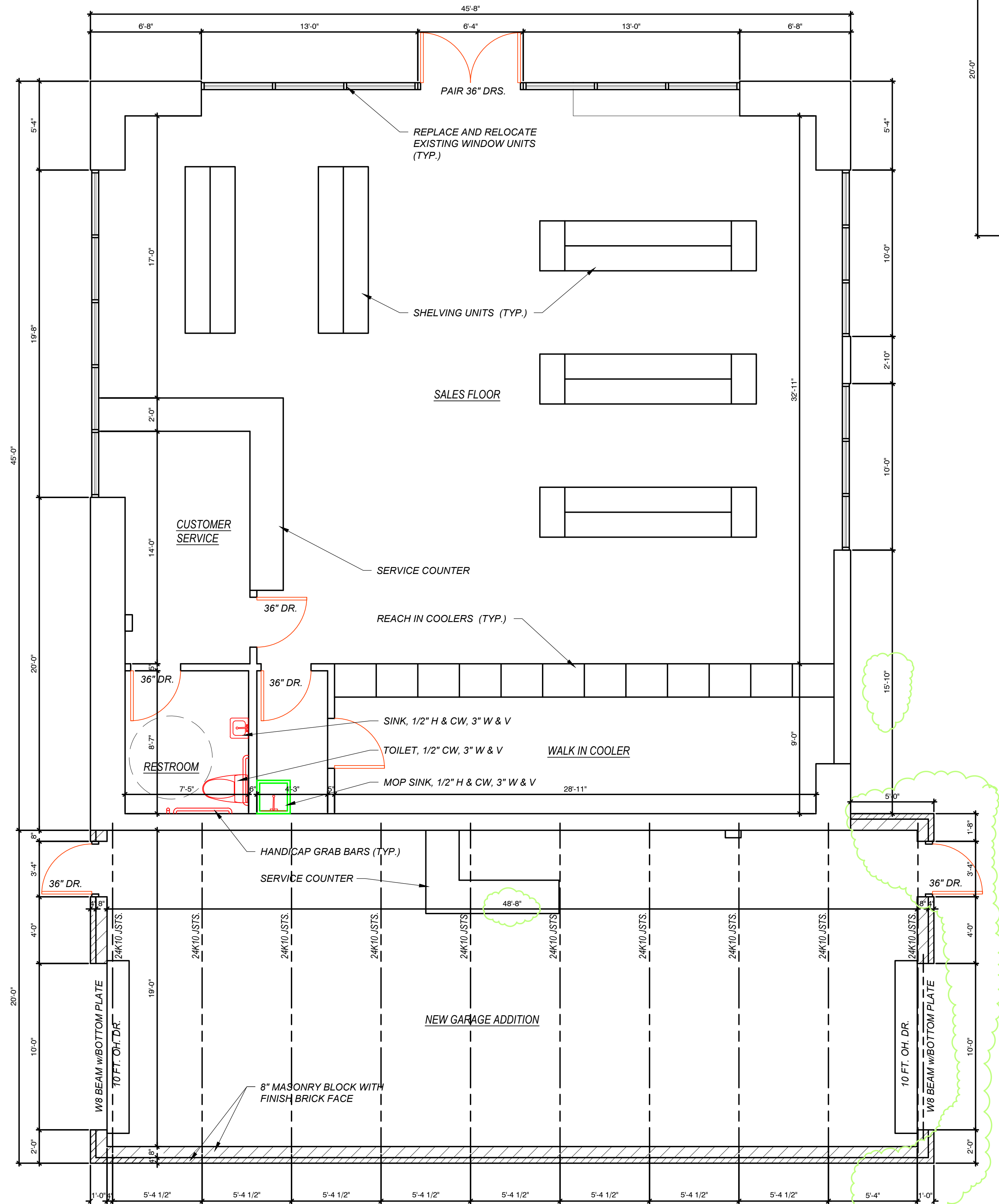


RENOVATION PLANS FOR
31301 PLYMOUTH ROAD
LIVONIA, MICHIGAN

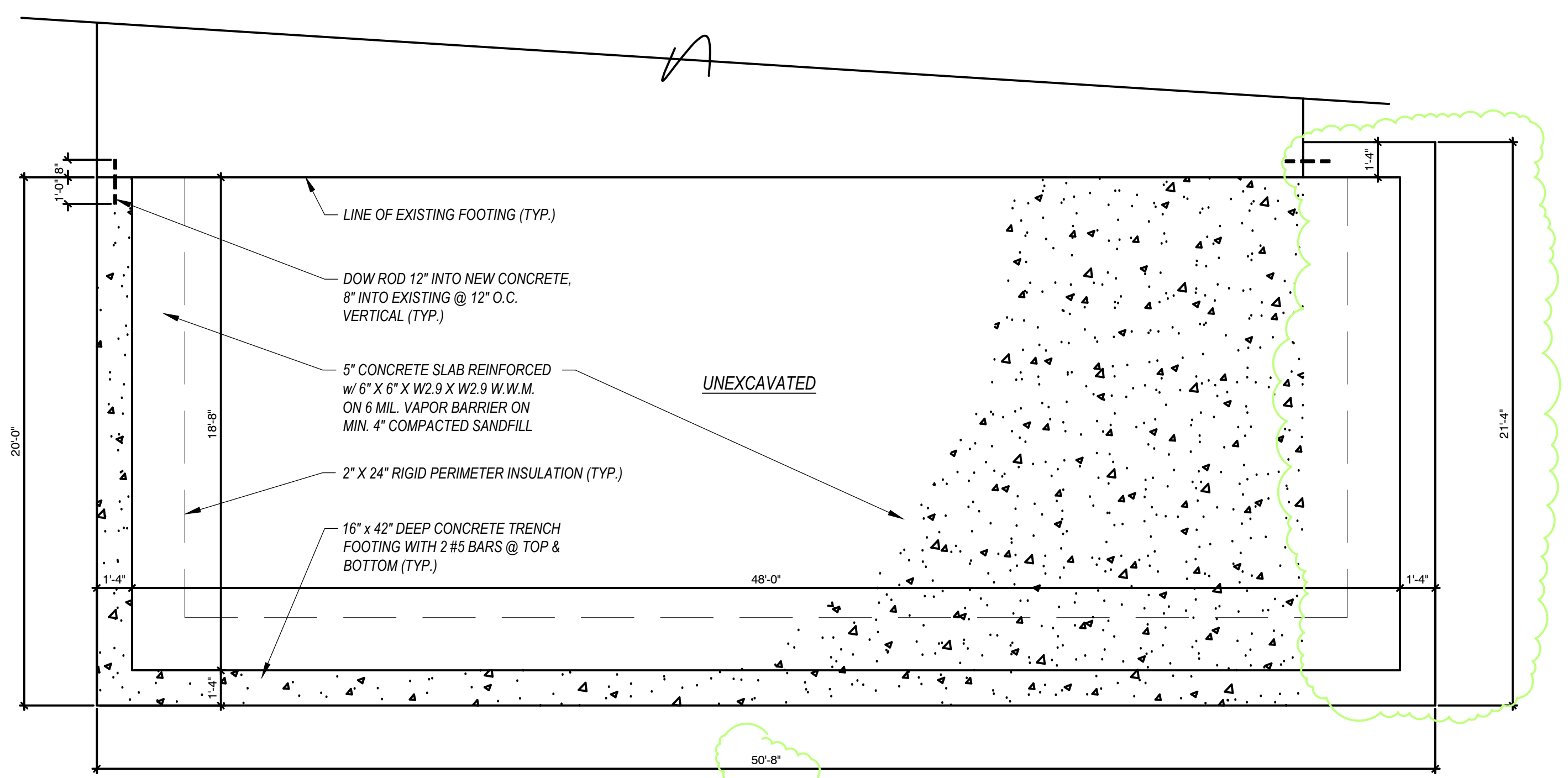
DRAWN		DAVID
CHECKED		
SCALE		SHOWN
DATE	REV #	ISSUED FOR
01/24/2020		PLAN REVIEW
02/17/2020	1	REVISION
12/28/2020	2	REVISION
10/06/2021	3	REVISION
10/28/2021	4	REVISION
PROJECT #		191161

SHEET NO.

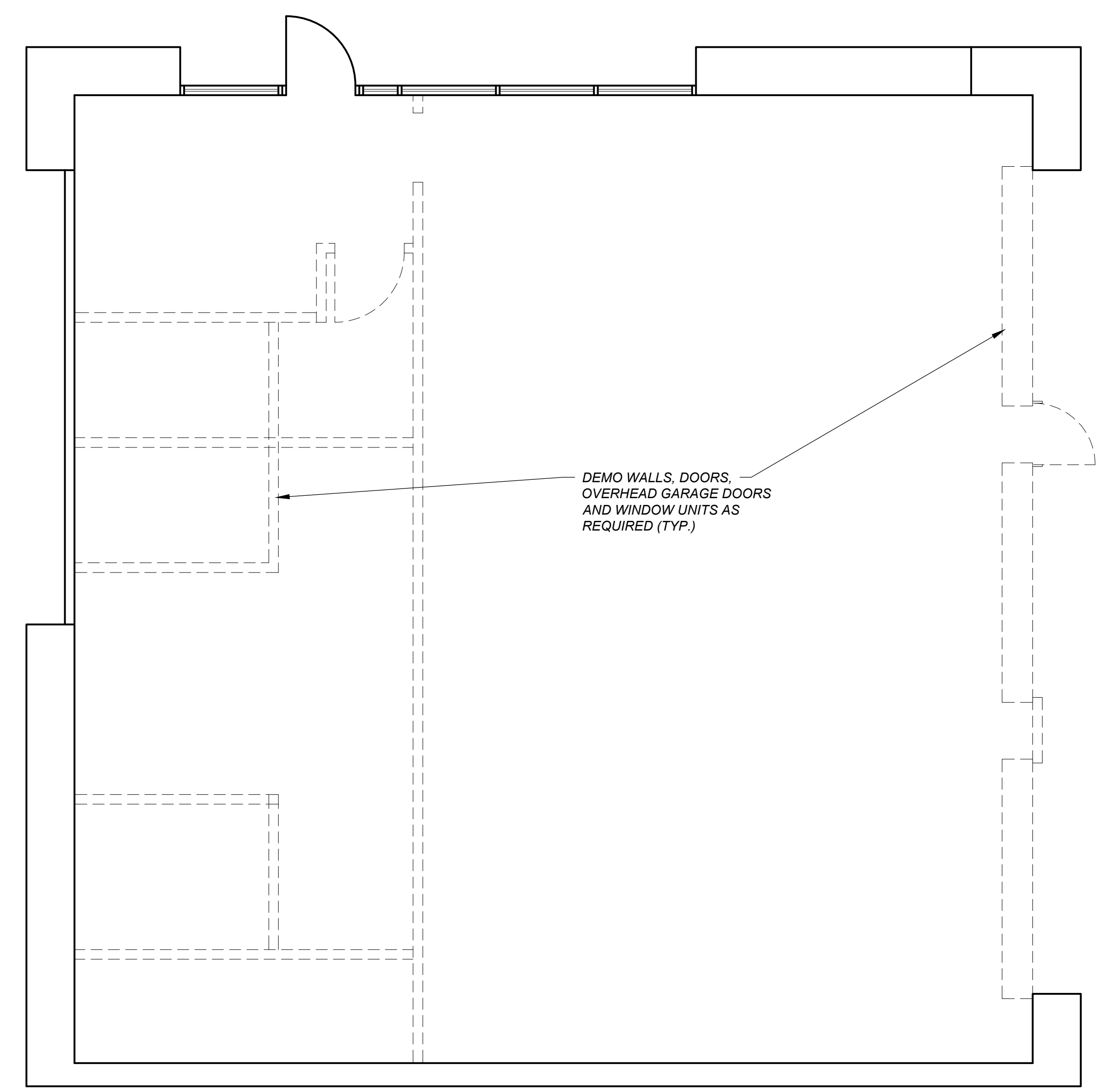
SP1



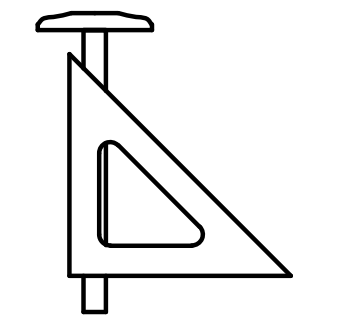
 **PROPOSED FLOOR PLAN @ $\frac{1}{4}" = 1'-0"$**



 **FOUNDATION PLAN @ $\frac{1}{4}" = 1'-0"$**

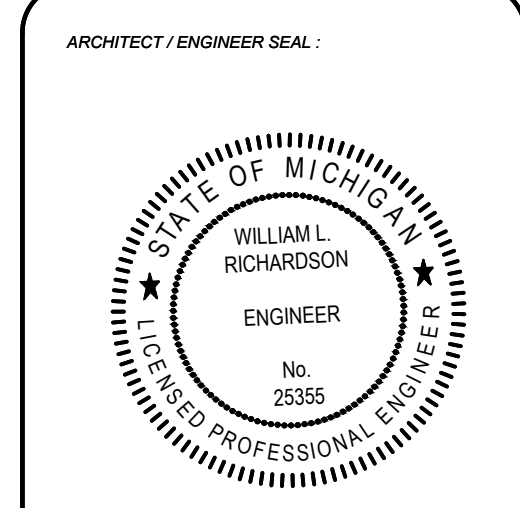


 **EXISTING FLOOR PLAN @ $\frac{1}{4}" = 1'-0"$**



SKETCH DESIGN GROUP
26520 GRAND RIVER
STE. 101
REDFORD, MI 48240
(248)-890-3036
Email: sketchtimedesign@gmail.com

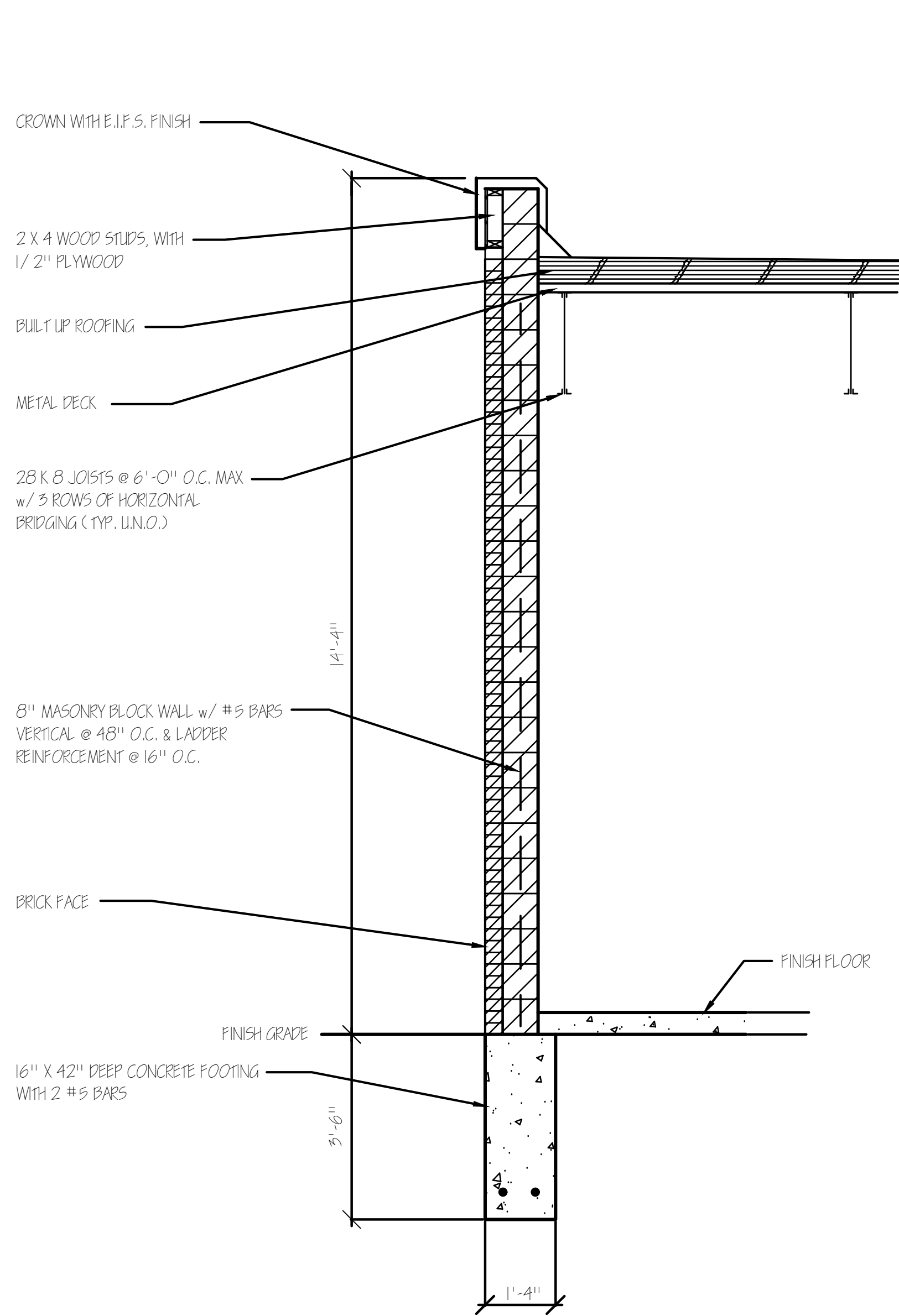
HARVARD ENGINEERING
28947 GLENBROOK DRIVE
FARMINGTON HILLS, MI 48331
PHONE: 504-376-6498



**RENOVATION PLANS FOR
31301 PLYMOUTH ROAD
LIVONIA, MICHIGAN**

DRAWN	DAVID	
CHECKED		
SCALE	SHOWN	
DATE	REV #	ISSUED FOR
01/24/2020		PLAN REVIEW
12/28/2020	1	REVISION
PROJECT #	191161	

SHEET NO.
A1



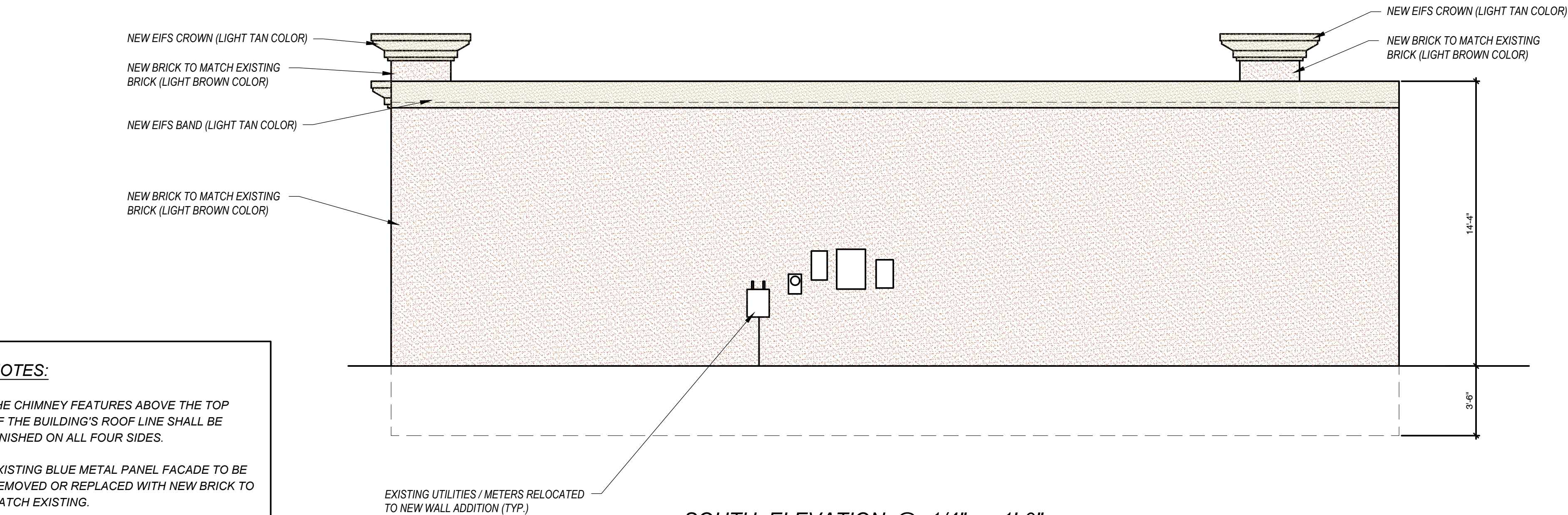
TYPICAL WALL SECTION @ 1/4" = 1'-0"

NOTES:

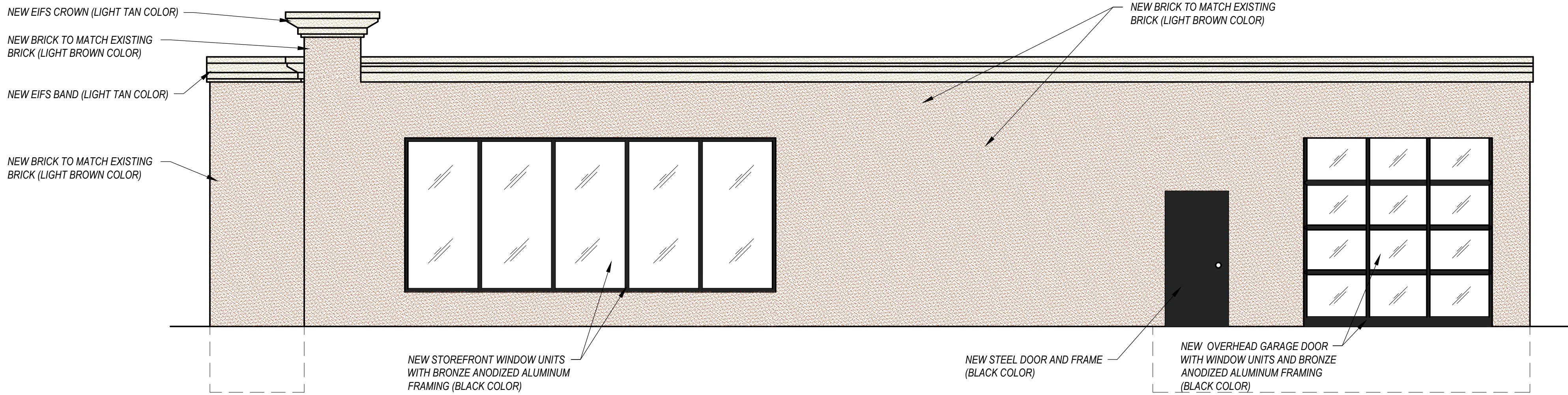
THE CHIMNEY FEATURES ABOVE THE TOP OF THE BUILDING'S ROOF LINE SHALL BE FINISHED ON ALL FOUR SIDES.

EXISTING BLUE METAL PANEL FACADE TO BE REMOVED OR REPLACED WITH NEW BRICK TO MATCH EXISTING.

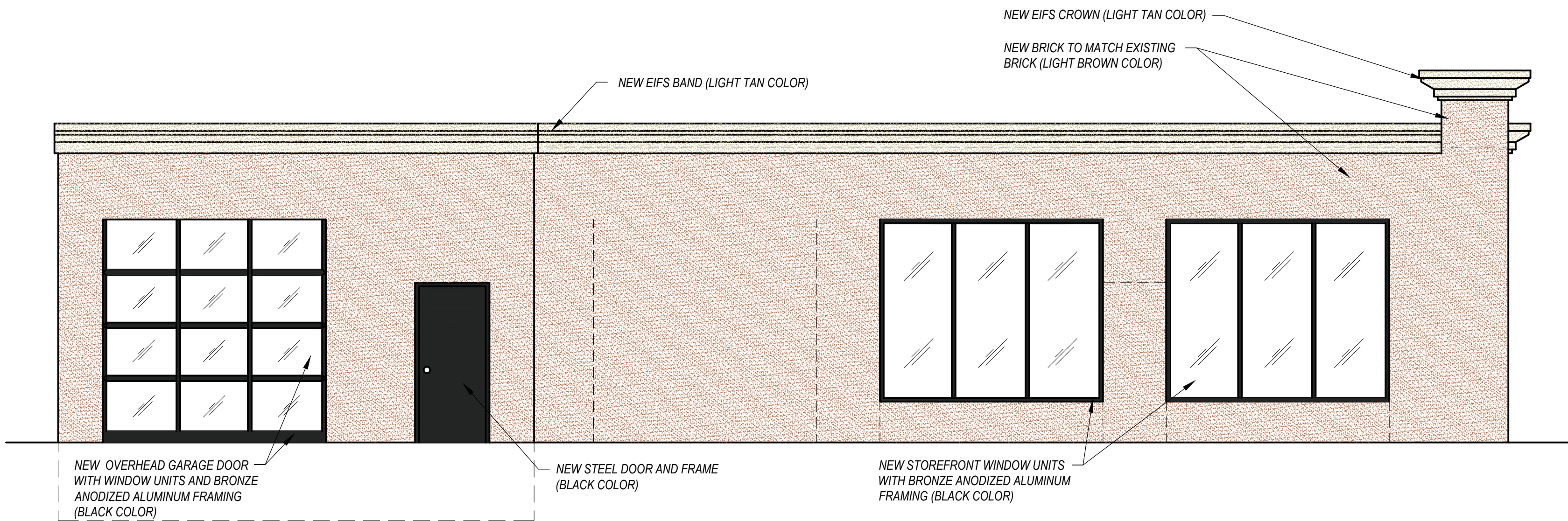
DUMPSTER ENCLOSURE TO BE FACED WITH SAME BRICK TO MATCH THE BUILDING.



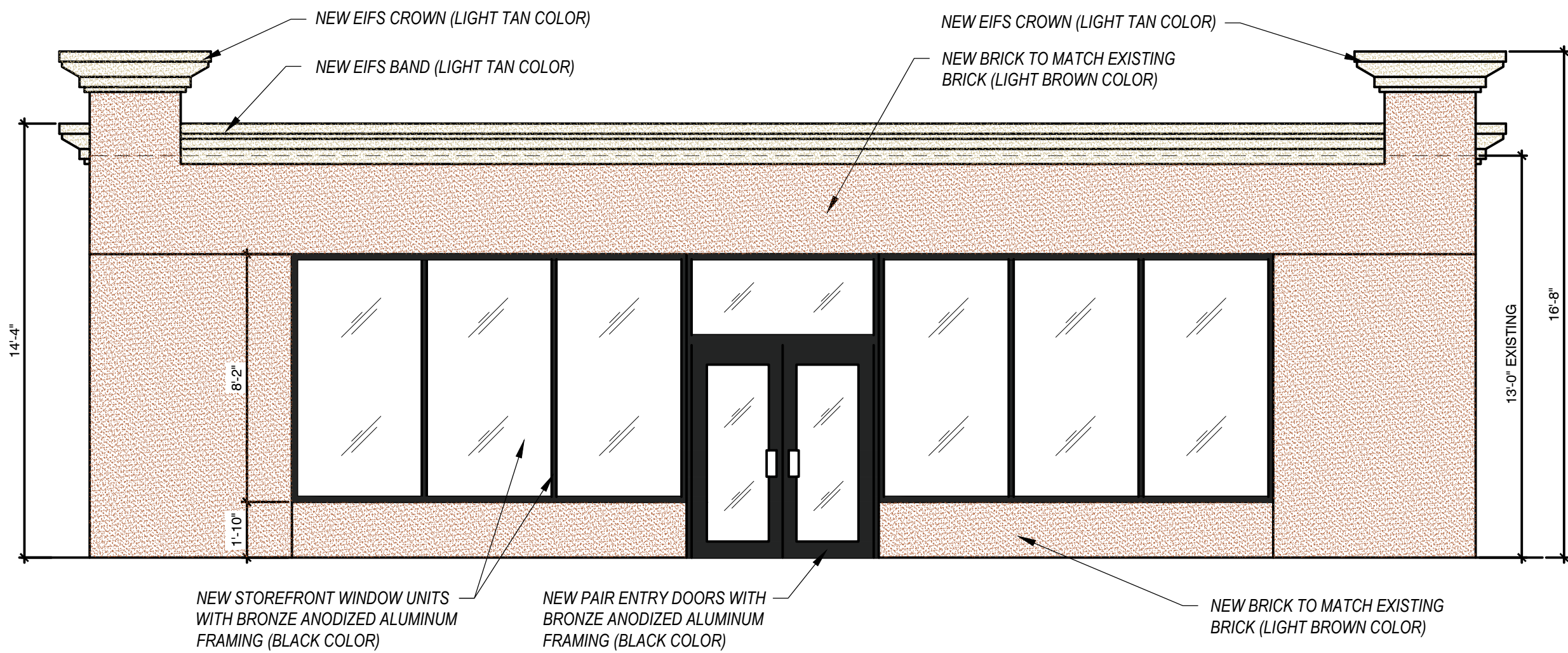
SOUTH ELEVATION @ 1/4" = 1'-0"



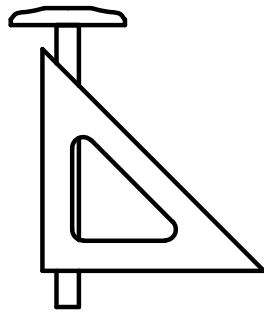
WEST ELEVATION @ 1/4" = 1'-0"



EAST ELEVATION @ 1/4" = 1'-0"



NORTH ELEVATION @ 1/4" = 1'-0"



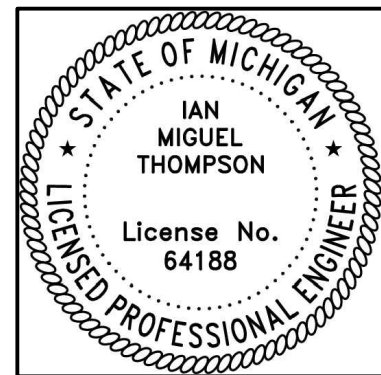
SKETCH DESIGN GROUP
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954.804.3955

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ARCHITECT / ENGINEER SEAL:

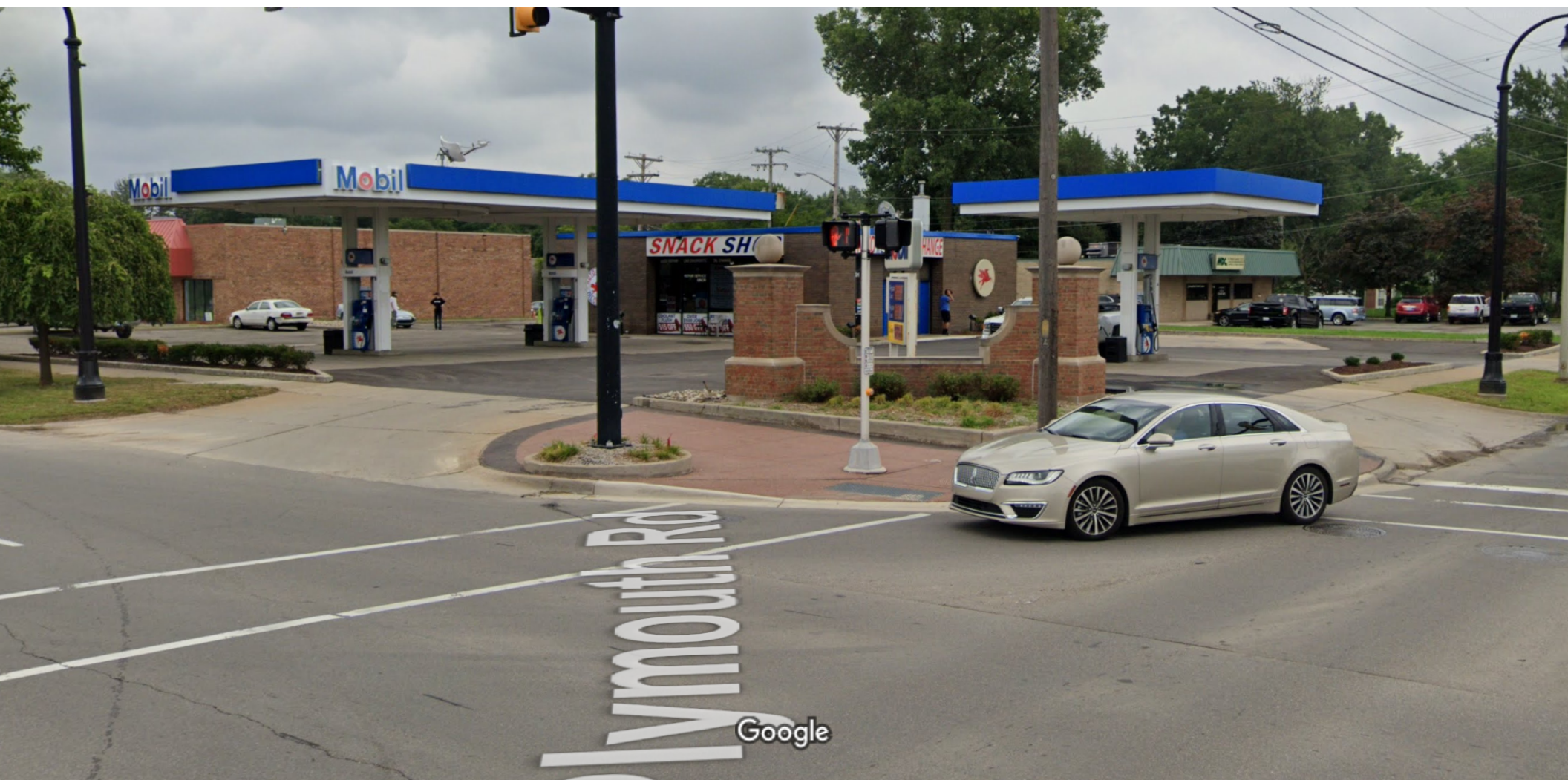


**RENOVATION PLANS FOR
31301 PLYMOUTH ROAD
LIVONIA, MICHIGAN**

DRAWN	DAVID	
CHECKED		
SCALE	SHOWN	
DATE	REV #	ISSUED FOR
10/28/2021		PLAN REVIEW
PROJECT #	191161	

SHEET NO.

A2a



Google



Google





Google



Google

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
CITY ENGINEER

DAVID W. LEAR, P.E.
ASST. CITY ENGINEER



MAUREEN MILLER BROSNAN
MAYOR

DONALD R ROHRAFF
DIRECTOR OF PUBLIC WORKS

12973 FARMINGTON ROAD
LIVONIA, MICHIGAN 48150
(734) 466-2571
FAX: (734) 466-2195

October 4, 2021

RECEIVED
OCT 05 2021
CITY OF LIVONIA
PLANNING COMMISSION

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2021-09-02-19 – 31301 Plymouth Road

Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed waiver use at this time. The parcel is assigned the address of **#31301 Plymouth Road**.

The existing building is currently serviced by public water main and sanitary sewer, as well as private storm sewer. The submitted drawings do not indicate any modifications to the existing leads, and we do not believe there will be any further impacts to the existing systems.

Should relocation of services be required to complete the project, detailed drawings should be submitted to this Department to determine if permits will be required. It should be noted that the developer may be required to obtain a permit from Wayne County or MDOT, should any work occur within the Merriman Road or Plymouth Road right-of-way's.

Should you have any additional questions on this matter, please feel free to contact myself at (734) 466-2608 or the City Engineer, Mr. Todd Zilincik at (734) 466-2561. If you would prefer, you can e-mail either of us at dlear@livonia.gov or tzilincik@livonia.gov.

Sincerely,

David W. Lear, P.E.
Assistant City Engineer
cc: 2021 Petition File

DEPARTMENT OF PUBLIC SAFETY
LIVONIA FIRE & RESCUE

DAVE HEAVENER
FIRE CHIEF



MAUREEN MILLER BROSNAN
MAYOR

14910 FARMINGTON ROAD
LIVONIA, MICHIGAN 48154-5419
734-466-2444
734-466-2082 fax

DATE: October 5th, 2021
TO: Scott O. Miller, Planner IV
FROM: Livonia Fire Prevention Division
SUBJECT: Petition 2021-09-02-19, Livonia Gas Mart, 31301 Plymouth Rd.

This office has reviewed the site plan submitted in connection with a request to renovate a commercial building on property located at the above referenced address.

We have no objections to this proposal.

Sincerely,

Greg Thomas

Greg Thomas
Fire Marshal

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF POLICE

CURTIS CAID
CHIEF OF POLICE

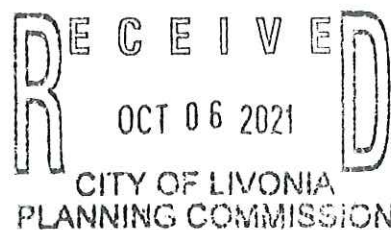


MAUREEN MILLER BROSNAN
MAYOR

15050 Farmington Road
Livonia, Michigan 48154-5499
(734) 466-2470
FAX: (734) 261-2265

October 5, 2021

Mr. Scott Miller
City of Livonia Planning Dept
33000 Civic Center Drive
Livonia, MI 48154



Re: Petition 2021-09-02-19 – 31301 Plymouth Rd

Mr. Miller,

I have reviewed the plans in connection with the petitions. I have no objections to the proposals.

Please feel free to contact me should you have any questions.

Sincerely,

FOR THE CHIEF OF POLICE,

A handwritten signature in dark ink, appearing to read "Scott Szczepanski". To the right of the signature is the handwritten number "#543".
Scott Szczepanski, Sergeant
Traffic Bureau
(734) 466-2107

INSPECTION DEPARTMENT

BUILDING
HEATING
PLUMBING
ELECTRICAL
ZONING
SANITATION
ENVIRONMENTAL PROTECTION
ORDINANCE ENFORCEMENT



MAUREEN MILLER BROSNAN
MAYOR

JEROME A. HANNA
DIRECTOR

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2580
FAX: (734) 466-2095

Date: October 12, 2021

To: Scott O. Miller

From: Jerome Hanna

RE: Petition 2021-09-02-19 – 31301 Plymouth Road

Pursuant to your request, the above referenced Petition has been reviewed.

1. The restroom shall be accessible to the public
2. Signage has not been reviewed at this time and shall be conforming.

This Department has no further objections to this Petition.

I trust this provides the requested information.

Jerome Hanna

Jerome Hanna
Director of Inspection

DEPARTMENT OF FINANCE

Michael T. Slater
DIRECTOR OF FINANCE

Connie Kumpula
CHIEF ACCOUNTANT



MAUREEN MILLER BROSNAN
MAYOR

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2260
FAX: (734) 421-1807

October 1, 2021

Mr. Scott O. Miller
Planning Commission
33000 Civic Center Drive
Livonia, MI 48154

Petition 2021-09-02-19 - 31301 Plymouth Road

Dear Mr. Miller,

I have reviewed the address connected with the above noted petition. As there are no outstanding amounts receivable (general or water and sewer), I have no objections to the proposal.

Please contact me if you have any further questions.

Very truly yours,

Connie Kumpula
Chief Accountant

CK: jw

OFFICE OF THE TREASURER

LYNDA L. SCHEEL
CITY TREASURER



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3060
(734) 466-2245
FAX: (734) 421-7230

October 8, 2021

Mr. Scott Miller – Planner IV
Planning Commission
City of Livonia

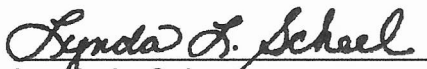
Re: Petition 2021-09-02-19

31301 Plymouth Road
Livonia Gas Mart

Dear Mr. Miller,

In accordance with your request, the Treasurer's Office has reviewed the name and addresses connected with the above noted petition. At this time, there are no taxes due, therefore I have no objections to the proposal.

Sincerely,


Lynda L. Scheel
Treasurer, City of Livonia

**OTHER ITEMS
RELATED TO THE
PETITION**

UNAPPROVED MINUTES

1

MINUTES OF THE 1,178th PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, November 9, 2021, the City Planning Commission of the City of Livonia held its 1,178th Public Hearing and Regular Meeting in the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan.

Mr. Ian Wilshaw, Chairman, called the meeting to order at 7 p.m.

Members present: David Bongero Sam Caramagno Glen Long
Carol Smiley Peter Ventura Ian Wilshaw

Members absent: Betsy McCue

Mr. Mark Taormina, Planning Director, and Stephanie Reece, Program Supervisor, were also present.

Chairman Wilshaw informed the audience that if a petition on tonight's agenda involves a rezoning request, this Commission makes a recommendation to the City Council who, in turn, will hold its own public hearing and make the final determination as to whether a petition is approved or denied. The Planning Commission holds the only public hearing on a request for preliminary plat and/or vacating petition. The Commission's recommendation is forwarded to the City Council for the final determination as to whether a plat is accepted or rejected. If a petition requesting a waiver of use or site plan approval is denied tonight, the petitioner has ten days in which to appeal the decision, in writing, to the City Council. Resolutions adopted by the City Planning Commission become effective seven (7) days after the date of adoption. The Planning Commission and the professional staff have reviewed each of these petitions upon their filing. The staff has furnished the Commission with both approving and denying resolutions, which the Commission may, or may not, use depending on the outcome of the proceedings tonight.

ITEM #1 PETITION 2021-09-02-19

Livonia Gas Mart

Mr. Caramagno, Secretary, announced the first item on the agenda, Petition 2021-09-02-19 submitted by Livonia Gas Mart requesting waiver use approval pursuant to Sections 6.06 and 6.26 of the Livonia Vision 21 Zoning Ordinance to construct an addition and remodel the interior and exterior of the existing gas station (Mobil) at 31301 Plymouth Road, located on the southeast corner of Plymouth and Merriman Roads in the Northwest ¼ of Section 35.

Mr. Taormina: This is a request to renovate and expand an existing Mobil gas station that is at the southeast corner of Plymouth and Merriman Roads. As you can see from the map, the property is zoned C-2 (General Business). The site measures 175 feet along Plymouth Road and 175 feet along Merriman Road, for a total land area of 30,625 square feet. The existing one-story gas station totals roughly 2,050 square feet with the building positioned near the center of the property. There are two separate fuel pump islands with overhead canopies. One in on the north side of the building and it contains two sets of fuels pumps. The other only contains one fuel pump and is located on the west side, adjacent to Merriman Road. Along with the operation of the gas station, this facility also functions as a auto repair business. The building is currently equipped with three service bays. Extending across the south side of the property is a 35-foot-wide strip of lawn. There are four driveways that provide ingress and egress to the site. Two of those driveways are on Plymouth Road, while the other two are on Merriman Road. The plan is to convert the existing service bays that are located on the east side of the building to a larger convenience store and then construct the new service bay on the south side of the building. The service bay addition would be one-story in height to match the existing height of the building and would total 578 square feet. This would increase the total floor area of the building to just over 3,000 square feet. The required building setback is 60 feet from the right-of-way of any major road. The existing gas station is located approximately 75 feet from Plymouth and 64 feet from Merriman. The addition would match the setback of the existing building from Merriman Road and would also be 35 feet from the south property line and 65 feet from the east property line. Thus, all of the building setbacks would be met. The new floor plan shows the service bays being replaced with a large display and sales area, as well as a walk-in cooler, single restroom, and a customer service counter. The new garage addition would measure 20 feet by 50 feet, which is slightly longer than the existing building, and would contain overhead doors at both the east and west ends. The interior layout of the garage is not shown, other than a service counter, but would easily be large enough to accommodate two vehicles. In terms of the exterior, the finish of the existing building is mostly face brick, which would be retained. New brick would be added that would match the existing brick and that is shown for the addition. The roofline is flat and would be finished with a continuous E.I.F.S. corner or molding, along with four brick covered corner posts. Each would be topped with an E.I.F.S. crown. The new storefront windows would be installed along the east side of the building. There are no other site improvements, with one exception. There would be a new masonry dumpster enclosure. That is shown in the southeast corner of the existing parking lot. Otherwise, no improvements to the landscaping, the

driveways, the canopy setup...all of that would remain the same. Parking for this site is adequate. Required are 10 parking spaces. The site plan shows 13 striped parking spaces. We have not reviewed the proposal in terms of signage, as none is shown on this set of plans. With that, Mr. Chairman, I can read out the departmental correspondence.

Mr. Wilshaw: Yes, please.

Mr. Taormina: The first item is from the Engineering Division, dated October 4, 2021, which reads as follows: *"In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed waiver use at this time. The parcel is assigned the address of #31301 Plymouth Road. The existing building is currently serviced by public water main and sanitary sewer, as well as private storm sewer. The submitted drawings do not indicate any modifications to the existing leads, and we do not believe there will be any further impacts to the existing systems. Should relocation of services be required to complete the project, detailed drawings should be submitted to this Department to determine if permits will be required. It should be noted that the developer may be required to obtain a permit from Wayne County or MOOT, should any work occur within the Merriman Road or Plymouth Road right-of-way's."* The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Livonia Fire & Rescue Division, dated October 5, 2021, which reads as follows: *"This office has reviewed the site plan submitted in connection with a request to renovate a commercial building on property located at the above referenced address. We have no objections to this proposal."* The letter is signed by Greg Thomas, Fire Marshal. The next letter is from the Division of Police, dated October 5, 2021, which reads as follows: *I have reviewed the plans in connection with the petition. I have no objections to the proposal."* The letter is signed by Scott Szczepanski, Sergeant, Traffic Bureau. The next letter is from the Inspection Department, dated October 12, 2021, which reads as follows: *"Pursuant to your request, the above referenced Petition has been reviewed. 1. The restroom shall be accessible to the public 2. Signage has not been reviewed at this time and shall be conforming. This Department has no further objections to this Petition."* The letter is signed by Jerome Hanna, Director of Inspection. The next letter is from the Finance Department, dated October 1, 2021, which reads as follows: *"I have reviewed the addresses connected with the above noted petition. As there are no outstanding amounts*

UNAPPROVED MINUTES

4

receivable, general or water and sewer, I have no objections to the proposal." The letter is signed by Connie Kumpula, Chief Accountant. The next letter is from the Treasurer's Department, dated October 8, 2021, which reads as follows: *"In accordance with your request, the Treasurer's Office has reviewed the address connected with the above noted petition. At this time, there are no outstanding amounts receivable for taxes. Therefore, I have no objections to the proposal."* The letter is signed by Lynda Scheel, Treasurer. That is the extent of the correspondence.

Mr. Wilshaw: Are there any questions of the Planning Director? :Is the petitioner here this evening? We will need your name and address for the record please. Is there anything you would like to add to what has been already described to us?

Mousaika Issa, 23390 Carlisle Street, Dearborn, MI 48124. We are just trying to improve the store and the area over at the Plymouth and Merriman Road and make it more convenient to our community and the elderly and make it easier for everyone to be on out there as quickly as possible. Continue to serve the community with the oil change that was there for the auto repair. So, we are just trying to improve it and make it more convenient to the community and the elderly.

Mr. Wilshaw: Okay. Let's see if we have any questions from any of our commissioners for you. Are there any questions for our petitioner?

Mr. Ventura: Can you...I understand from the write-up that you are going from three service bays to two service bays, is that correct?

Ms. Issa: Correct.

Mr. Ventura: What kind of service do you provide there? Can you tell us about that?

Ms. Issa: We do just the minor mechanical oil change.

Mr. Ventura: Just oil change?

Ms. Issa: Yeah, we are maintaining whatever it was and we are keeping it all the same.

Mr. Ventura: So, are you new owners of this?

UNAPPROVED MINUTES

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Ms. Issa: We took over the station over three years ago. We decided that we want to improve it.

Mr. Ventura: We are happy to see that.

Ms. Issa: Thank you.

Mr. Ventura: Thank you.

Mr. Wilshaw: Thank you, Mr. Ventura. Any other questions for our petitioner?

Mr. Caramagno: I noticed a lot of debris and things stored outside when I was there. It was probably about two weeks ago now, a week and a half. What is the plan to get rid of the old tires and all of the stuff laying on the ground in the southeast side of the building?

Ms. Issa: We are going to be removing every debris you see there and everything that is not supposed to be there at the time. We have a storage place that we took over that we are able to store this.

Mr. Caramagno: Is there a reason why you keep it on site now? Just throw it on the ground outside. Is there a reason you don't take care of it before coming here or in the last three years?

Ms. Issa: Why it's there?

Mr. Caramagno: Yeah, why it is there.

Ms. Issa: It is the people that were running our mechanic shop. They weren't taking care of it properly, so we are just trying to get everything fixed right now and get everything better and make things better for everyone.

Mr. Caramagno: I agree with what you are saying. I agree with what you told Pete about how you want to improve the station. I think that is a great thing. It needs improvement bad. As I look at the parking lot, it is in disarray. Is there any plans to refurbish or fix the parking lot?

Ms. Issa: When we do the update for the building, we should be fixing the parking lot as well while doing the construction.

Mr. Caramagno: Mark, does that show up in the plan? That they are going to do some work on the lot?

UNAPPROVED MINUTES

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Mr. Taormina: No, it just shows it as the existing lot. So, that would have to be something added to the resolution.

Mr. Caramagno: Mark, you may have to answer...

Ms. Issa I was asked that we have to add more parking. That is what we had in the plans.

Mr. Caramagno: I think Mark said that your parking meets the requirements.

Mr. Wilshaw: Mr. Taormina, do you recall if the parking is adequate currently?

Mr. Taormina: Parking is adequate. They are not showing increasing the parking on the site that I am aware of. So, no new spaces are being provided and our calculations show that parking is met. Part of the issue is how many cars they store overnight. How many cars are being serviced are in the parking lot as opposed to being available for customers and employees. Technically they meet the minimum requirements as long as they keep the majority of the spaces available for customers and employees.

Mr. Wilshaw: Okay.

Ms. Issa: We shall.

Mr. Caramagno: I didn't see any landscaping. Are there any plans to improve or do anything with the landscape here?

Ms. Issa Not at the moment. We are going to do it step by step.

Mr. Caramagno: Mark, should they have a landscape plan?

Mr. Taormina: We indicated that they are not proposing any changes to the existing landscaping. They are proposing only the addition, the dumpster, and the exterior modifications. There are no plans to upgrade the landscaping on site at this time.

Mohamad Naserdean, son of the owner. If I may, my father is the owner of the station. Just to touch base on the debris and maintaining of the landscaping, so with the construction while we are working on it, I think that will help to maintain and help enhance the landscaping around the gas station. When this construction does begin, I am sure they do plan on...so the rebricking of the building and the molding on top will help maintain the shape of the station. You spoke about the tires and the debris around the gas station, that will also be maintained and fixed up and

cleaned up. I know that the basic plan is to get the approval for the plans that they have now, and any future plans then would be brought back.

Mr. Caramagno: I would certainly like to see...I appreciate what you are doing here, at least from my perspective. It is run down. It needs something. I don't know if it speaks to everything that I have asked today, but it is going to be an improvement. I think you really need to think about that parking lot and some landscaping and definitely getting that debris out of there.

Mr. Naserdean: Of course. Thank you for your time.

Mr. Wilshaw: Any other questions for our petitioner? If there are no other questions for our petitioner...Mr. Taormina?

Mr. Taormina: If it pleases the Commission, one possibility is to have the landscaping as a call back item at which time we could also address the issue of storage and the parking lot. It has some similarities to the project across the street when we were considering how items were going to be stored on that property. If that is going to be an ongoing issue with this service operation, then maybe staff can explore options with the Petitioner, possibly a small shed or outbuilding to take care of any outdoor storage needs. Treating that as a call back item might be good in this case.

Mr. Wilshaw: Okay. I think that is a good idea. If there is no other questions from any of our commissioners, and I don't see any, is there anyone in our audience wishing to speak for or against this item? Not seeing anyone, is there anything else you would like to add before we make our decision?

Ms. Issa: We will be willing to cooperate with anything the city would like to ask us to do to get this project done and completed and again to improve it for our community and make it look nice.

Mr. Wilshaw: Thank you. We appreciate you coming. Just stand by and we will make our decision and see where things go. I will close the public hearing at this time and if there are no further questions or comments, a motion would be in order.

On a motion by Caramagno, seconded by Smiley, and unanimously adopted, it was

#11-60-2021 **RESOLVED**, That pursuant to a Public Hearing having been held by the City Planning Commission on November 9, 2021, on Petition 2021-09-02-19 submitted by Livonia Gas Mart requesting waiver use approval pursuant to Sections 6.06 and 6.26 of the Livonia Vision 21 Zoning Ordinance to construct an addition and remodel the interior and exterior of the existing gas station (Mobil) at 31301 Plymouth Road, located on the southeast corner of Plymouth and Merriman Roads in the Northwest ¼ of Section 35, the Planning Commission does hereby recommend to the City Council that Petition 2021-09-02-19 be approved subject to the following conditions:

1. The Site Plan identified as Sheet No. SP1 dated October 6, 2021, as revised, prepared by Sketch Design Group, is hereby approved and shall be adhered to.
2. All parking spaces, except the required barrier free parking, shall be doubled striped at ten feet (10') wide by twenty feet (20') in length as required, and the number and location of the barrier free parking space(s) shall be provided at the direction of the Inspection Department.
3. The Exterior Building Elevation Plan identified as Sheet No. A2 dated October 28, 2021, as revised, prepared by Sketch Design Group, is hereby approved and shall be adhered to.
4. That all rooftop mechanical equipment shall be concealed from public view on all sides by screening that shall be of a compatible character, material and color to other exterior materials on the building.
5. Any new light fixtures shall not exceed a height of twenty feet (20') from grade at the base of the light and shall be aimed and shielded to minimize stray light trespassing across property lines or on adjacent roadways.
6. No outside storage, placement or display of merchandise shall be permitted.
7. Pursuant to Section 6.26(11), free air shall be provided and dispensed at the point of service without having to enter the station or perform any extra action to obtain the air without charge.

8. Vacuum equipment or the outdoor placement/storage of propane cylinder storage units is not allowed.
9. The sale of ice shall be restricted to the inside of the building.
10. Only conforming signs are approved as part of this petition, and any additional signs shall be separately submitted for review and approval by the Zoning Board of Appeals.
11. No part of the pump island canopy fascia, except for signage, shall be illuminated, and no LED lightband or exposed neon is allowed on any part of the building, including around the windows or on the overhead canopies.
12. Unless approved by the proper local authority, any type of exterior advertising, such as promotional flags, streamers or sponsor vehicles designed to attract the attention of passing motorists, shall be prohibited.
13. The specific plans referenced in this approving resolution shall be submitted to the Inspection Department at the time the building permits are applied for; and,
14. That a fully detailed landscape plan and any plans to construct a small storage building shall be submitted for approval to the Planning Commission and City Council within sixty (60) days following approval of this petition by the City Council.
15. That the entire parking lot shall be repaired, resealed, and restriped as necessary to the satisfaction of the Inspection Department. All parking spaces, except the required handicapped spaces, shall be doubled striped at ten feet (10') wide by twenty feet (20') in length as required.
16. Pursuant to Section 13.13 of the Livonia Vision 21 Zoning Ordinance, this approval is valid for a period of one year only from the date of approval by City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 of Livonia Vision 21 Zoning Ordinance.

UNAPPROVED MINUTES

10

Mr. Wilshaw: Is there any questions or comments on the motion?

Mr. Wilshaw, Chairman, declared the motion is carried and the foregoing resolution adopted. It will go on to City Council with an approving resolution.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 1, 2021**

Meeting was called to order in the Auditorium of City Hall, 33000 Civic Center Drive, at 8:00 p.m. by President Kathleen McIntyre. Present: Brandon McCullough, Rob Donovic, Jim Jolly. Laura Toy, Scott Bahr, Cathy White and President Kathleen McIntyre. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Lori Miller, Deputy Clerk; LaShawn Thomas, Director of Governmental Affairs; Mike Slater, Director of Finance, Don Rohraff, Director of Public Works; Denise Maier, Director of Human Resources; Brandie Isaacson, Director of Housing; Sara Kasprowicz, Manager of Council Office; and Mayor Maureen Miller Brosnan.

11. RESIGNATION OF SCOTT MORGAN FROM THE ZONING BOARD OF APPEALS: Scott Morgan, re: effective immediately.

DIRECTION: RECEIVE & FILE



LETTER TO THE LIVONIA CITY COUNCIL

14.

Council Office
December 2, 2021

MEETING DATE

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

RESIGNATION OF SCOTT MORGAN FROM THE ZONING BOARD OF APPEALS: Scott Morgan, re: effective immediately.

BACKGROUND

RECOMMENDATION

FISCAL CONSIDERATION

ATTACHMENTS

1. Morgan ZBA resign

APPROVED BY

Scott Morgan
11853 Adams Court
Livonia, MI 48150
9 November 2021

Honorable Members of the Livonia City Council
City of Livonia
33000 Civic Center Dr,
Livonia, MI 48154

Dear Honorable Members of the Livonia City Council:

Thank you for giving me the opportunity to serve on the Livonia Zoning Board of Appeals, it was an honor to serve and work with an outstanding group of colleagues and City of Livonia personnel.

In preparation for my new role as a member of the City Council, I need to focus my time and efforts on learning as much as I can about the responsibilities of the Council and the function of the many city departments the Council works with. Thus, I am submitting my resignation from the ZBA effective immediately.

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott Morgan', with a stylized flourish at the end.

Scott Morgan
Title

cc:

Mayor Maureen Miller Brosnan
Michael Fisher
Jerome Hanna
Sara Kasprowicz
Marilyn Mootsey

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 22, 2021**

Meeting was called to order in the Auditorium of City Hall, 33000 Civic Center Drive, at 8:00 p.m. by President Kathleen McIntyre. Present: Scott Bahr, Cathy White, Brandon McCullough, Rob Donovic, Jim Jolly. Laura Toy and President Kathleen McIntyre. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Susan M. Nash, City Clerk; LaShawn Thomas, Director of Governmental Affairs; Curtis Caid, Chief of Police; Mike Slater, Director of Finance, Don Rohraff, Director of Public Works; Denise Maier, Director of Human Resources; Michelle Koppin, Parks and Recreation; and Sara Kasprowicz, Manager of Council Office.

17. REQUEST TO AMEND COUNCIL RESOLUTION 224-21 – BOARD OF TRUSTEES OF THE LIVONIA EMPLOYEES RETIREMENT SYSTEM: Kathleen E. McIntyre, President, re: to replace Councilmember Laura Toy with Council President, Kathleen McIntyre, as the Council Representative.

Councilmember Jolly offered an approving resolution for the Consent Agenda.

DIRECTION:	APPROVING (12/13 meeting)	CONSENT
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LETTER TO THE LIVONIA CITY COUNCIL

17.

Council Office
November 17, 2021

MEETING DATE

November 22, 2021

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

REQUEST TO AMEND COUNCIL RESOLUTION 224-21 – BOARD OF TRUSTEES OF THE LIVONIA EMPLOYEES RETIREMENT SYSTEM: Kathleen E. McIntyre, President, re: to replace Councilmember Laura Toy with Council President, Kathleen McIntyre, as the Council Representative.

BACKGROUND

SUBJECT: Request to Amend and Revise CR 224-21 – Board of Trustees of the Livonia Employees Retirement System

Council Resolution 224-21, adopted at the Regular Meeting of July 12, 2021, designated Laura Toy as the replacement of Cathy White as the City Council Representative on the Board of Trustees of the Livonia Employees Retirement System on a continuing basis, or until further order of the Council by Council resolution. Councilmember Laura Toy has a scheduling conflict and is unable to continue as the Council Representative. This resolution will need to be amended and revised. I am requesting that a motion be made and adopted at the Study Meeting of Monday, November 22, 2021, to designate myself, Kathleen E. McIntyre, as the Council Representative on the Board of Trustees of the Livonia Employees Retirement System. Thank you for your cooperation, and please let me know if you have any questions with respect to this matter.

Kathleen E. McIntyre

cc: Department of Law, City Clerk

RECOMMENDATION

To consider the replacement of Councilmember Laura Toy with Council President, Kathleen McIntyre, as the Council Representative for the Board of Trustees of the Livonia Employees Retirement System.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. S112221 Req to Replace Laura Toy with Kathleen McIntyre on Retirement Board Committee
CR 224-21

APPROVED BY

A handwritten signature in black ink, appearing to read "Kathleen McIntyre", is written over a horizontal line.

Kathleen McIntyre, City Council President

Date: November 17, 2021

OFFICES OF THE CITY COUNCIL

COUNCIL MEMBERS

Kathleen E. McIntyre
President

Scott Bahr
Vice President

Rob Gjonaj Donovic
Jim Jolly
Brandon McCullough
Laura M. Toy
Cathy K. White



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250

November 17, 2021

TO: Council Vice President Scott Bahr
Councilmember Rob Donovic
Councilmember Jim Jolly
Councilmember Brandon McCullough
Councilmember Laura Toy
Councilmember Cathy White

FROM: Council President Kathleen McIntyre

SUBJECT: Request to Amend and Revise CR 224-21 – Board of Trustees of the
Livonia Employees Retirement System

Council Resolution 224-21, adopted at the Regular Meeting of July 12, 2021, designated Laura Toy as the replacement of Cathy White as the City Council Representative on the Board of Trustees of the Livonia Employees Retirement System on a continuing basis, or until further order of the Council by Council resolution. Councilmember Laura Toy has a scheduling conflict and is unable to continue as the Council Representative. This resolution will need to be amended and revised.

I am requesting that a motion be made and adopted at the Study Meeting of Monday, November 22, 2021, to designate myself, Kathleen E. McIntyre, as the Council Representative on the Board of Trustees of the Livonia Employees Retirement System.

Thank you for your cooperation, and please let me know if you have any questions with respect to this matter.

A handwritten signature in black ink, appearing to read "Kathleen E. McIntyre".

Kathleen E. McIntyre

cc: Department of Law, City Clerk

Regular Meeting of July 12, 2021

On a motion by Jolly, supported by Toy, it was:

#224-21 RESOLVED, that having considered a communication from Council President Kathleen McIntyre, dated June 16, 2021, wherein it is requested that Council Resolution 89-20, adopted on March 11, 2020, be amended to replace Councilmember Jim Jolly with Councilmember Laura Toy as the Council Representative of the Board of Trustees of the Livonia Employees Retirement System, the Council does hereby amend and revise council resolution 89-20 so as to read as follows:

RESOLVED, that having considered a communication from Council President Kathleen McIntyre, dated June 16, 2021, and the report and recommendation of the Committee of the Whole, dated January 6, 2020, submitted pursuant to Council Resolution 498-05, with regard to the Retirement Board of Trustees, the Council does hereby determine to designate Councilmember Laura Toy as its official representative and voting representative on the Board of Trustees of the Livonia Employees Retirement System on a continuing basis, or until further order of this Council by council resolution.

<i>CONSENT ITEM 8 (Regular Meeting of July 12, 2021)</i>
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Motion by:	Jolly
Seconded by:	Toy
ROLL CALL:	
Ayes:	McCullough, Donovic, Jolly, Toy, Bahr, White, McIntyre
Nays:	None
Absent:	None

On a motion by Toy, supported by McCullough, and unanimously adopted,
it was:

CITY COUNCIL

(Kathleen McIntyre)
Approval to amend and
revise CR 13-20 to
designate Jim Jolly as the
official representative and
voting representative of
the Board of Trustees of
the Livonia Employees
Retirement System on a
continuing basis.

#89-20 RESOLVED, that having considered a communication from Council President Kathleen McIntyre, dated March 2, 2020, wherein it is requested that Council Resolution 13-20, adopted on January 15, 2020, be amended to replace Councilmember Cathy White with Councilmember Jim Jolly as the Council Representative of the Board of Trustees of the Livonia Employees Retirement System, the Council does hereby amend and revise Council Resolution 13-20 so as to read as follows:

(Designation of Council representative to the Board of Trustees of the Livonia Employees Retirement System)

RESOLVED, that having considered the report and recommendation of the Committee of the Whole, dated January 6, 2020, submitted pursuant to Council Resolution 498-05, with regard to the Retirement Board of Trustees, the Council does hereby determine to designate Jim Jolly as the official representative and voting representative of the Board of Trustees of the Livonia Employees Retirement System on a continuing basis, or until further order of this Council by council resolution.

X- ITEM (Regular Meeting of March 11, 2020)

Motion by: Toy

Seconded by: White

ROLL CALL:

Ayes: Bahr, White, McCullough, Donovic, Jolly, Toy, McIntyre

Nays: None

Absent: None

SUSAN M. NASH
CITY CLERK

LORI L. MILLER
DEPUTY CLERK



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2230
FAX: (734) 421-1147

March 12, 2020

Livonia Employees Retirement System
33000 Civic Center Drive
Livonia, MI 48154

Dear Board of Trustees:

The Council of the City of Livonia, at a Regular Meeting held March 11, 2020 adopted the following resolution:

#89-20 RESOLVED, that having considered a communication from Council President Kathleen McIntyre, dated March 2, 2020, wherein it is requested that Council Resolution 13-20, adopted on January 15, 2020, be amended to replace Councilmember Cathy White with Councilmember Jim Jolly as the Council Representative of the Board of Trustees of the Livonia Employees Retirement System, the Council does hereby amend and revise Council Resolution 13-20 so as to read as follows:

(Designation of Council representative to the Board of Trustees of the Livonia Employees Retirement System)

RESOLVED, that having considered the report and recommendation of the Committee of the Whole, dated January 6, 2020, submitted pursuant to Council Resolution 498-05, with regard to the Retirement Board of Trustees, the Council does hereby determine to designate Jim Jolly as the official representative and voting representative of the Board of Trustees of the Livonia Employees Retirement System on a continuing basis, or until further order of this Council by Council Resolution.

Very truly yours,

Susan M. Nash, City Clerk
SMN/bjm

cc: City Council

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 1, 2021**

Meeting was called to order in the Auditorium of City Hall, 33000 Civic Center Drive, at 8:00 p.m. by President Kathleen McIntyre. Present: Brandon McCullough, Rob Donovic, Jim Jolly, Laura Toy, Scott Bahr, Cathy White and President Kathleen McIntyre. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Lori Miller, Deputy Clerk; LaShawn Thomas, Director of Governmental Affairs; Mike Slater, Director of Finance, Don Rohraff, Director of Public Works; Denise Maier, Director of Human Resources; Brandie Isaacson, Director of Housing; Sara Kasprowicz, Manager of Council Office; and Mayor Maureen Miller Brosnan.

12. APPOINTMENT OF TAMARA OLIVERO TO THE ZONING BOARD OF APPEALS: Councilmember Cathy White, re: to begin upon resignation of Scott Morgan in order to fill his unexpired term, which expires July 12, 2024.

Councilmember Cathy White presented this request to Council. She said I think most of you know Tamara, she's been active in the community for quite some time. Her resume' shows that she's been involved in PTSA Livonia, Junior Athletic League, the Downtown Livonia partnership. She has a bachelor's degree from Eastern Michigan University and wants to become more involved in the City by serving on the ZBA.

Councilmember Jolly said I think it's fitting I can distinctly recall sometime in the summer of 2015 the four of us were well on our way to this Council journey, and I think that's when most of us probably met you and were getting to know each other, and I distinctly remember you on the stairs of the City Hall out here for the Downtown Livonia partnership, so I think it's absolutely fitting at this point that Councilmember White in one of her final acts on Council will be kind of closing the circle in many ways by appointing you to the ZBA. I'll offer an approving for Consent.

Vice President Bahr expressed his support for the appointment as well as Councilmember Donovic and President McIntyre

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

16.

Council Office
December 2, 2021

MEETING DATE

December 1, 2021

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

APPOINTMENT OF TAMARA OLIVERIO TO THE ZONING BOARD OF APPEALS:
Councilmember Cathy White, re: to begin upon resignation of Scott Morgan in order to fill his unexpired term, which expires July 12, 2024.

BACKGROUND

November 22, 2021

Honorable Members of the City Council
City of Livonia, Michigan

RE: APPOINTMENT OF TAMARA OLIVERO TO THE ZONING BOARD OF APPEALS

Dear Honorable Members of the City Council:

I am herewith submitting to you, for your consideration and approval, the appointment of Tamara Oliverio, 32907 Middleboro Street, to the Zoning Board of Appeals for a three-year term of office to expire July 12, 2024.

Your favorable consideration of this appointment would be greatly appreciated.

Sincerely,

Cathy K. White, Councilmember

RECOMMENDATION

To consider approval of the appointment of Tamara Oliverio to the Zoning Board of Appeals.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. TamaraCatherineOliverio_Nov262021

APPROVED BY

Tamara C. Oliverio, CLMP
32907 Middleboro St. Livonia, MI 48154
Mobile: (810) 355-8664 Email: oliveriot@att.net
LinkedIn Profile: www.linkedin.com/in/tamaraoliverio

PROFESSIONAL EXPERIENCE

6/2016 – present Publicis Groupe / Epsilon

Vice President of Loyalty Strategic Consulting

Responsible for leading client-facing loyalty consulting efforts and serving as the company's loyalty subject matter expert.

- Designed, launched and/or improved loyalty strategies/programs for: General Motors, McDonald's, Kellogg's, Walgreen's, Papa John's, Buffalo Wild Wings, Shell, BP, Family Dollar, Altria, ExxonMobil & L'Oréal.
- Published articles and white papers in Adweek, The Wise Marketer, Forrester and on the Epsilon company blog.
- Served as a speaker at industry events / webinars including: Loyalty 360, Loyalty Academy, Epsilon Loyalty Week & Colloquy.

12/2015 – 6/2016 Snipp Interactive, Inc.

North America Loyalty Lead

Responsible for leading all loyalty strategy efforts both externally & internally. Client-facing responsibilities include program strategy and design; ongoing program consulting; financial modeling and analytics. Internal responsibilities include serving as the loyalty subject matter expert for employee training and product development enhancements.

- Developed the company's new loyalty positioning and go-to-market strategy.

1/2014 – 12/2014 GasBuddy/OpenStore, LLC.

Vice President of Marketing, Engagement & Rewards

Responsible for leading all consumer and product marketing efforts for GasBuddy including acquisition, re-engagement, product innovation, CRM/loyalty and brand communications. Directly led a team of eight, as well as various vendor/agency relationships in all marketing activities.

- Increased app downloads from 35 million to 43 million in less than a year through a variety of advertising, promotions & public relations activities.

6/2011 – 11/2013 Merkle (formerly HelloWorld)

Director of Loyalty

Responsible for the design and strategic oversight of multiple loyalty programs for Microsoft, The Clorox Company, Nestle and Bare Escentuals. Also responsible for the management of the company's loyalty platform product portfolio.

- Oversaw all loyalty platform product marketing efforts including productizing rules engine, client-facing modules, consumer portals & analytics packages.

5/2010 – 6/2011 Borders Group, Inc.

Loyalty Marketing Manager

Responsible for the company's customer loyalty, gift card and digital partner marketing efforts. Led a team of four and vendor relationships in the oversight, planning and execution for all marketing and technology efforts for these three initiatives.

- Re-launched an enhanced version of the Borders Rewards program including a new "Gold" tier to recognize / reward top members and a new subscription-based version of Borders Rewards called Borders Rewards Plus.

8/2008 – 5/2010 Datapak Services Corporation

Manager of eCommerce Marketing, CRM and Corporate Communications

Led the company's marketing and communications efforts including general management of the company's joint venture with Conair (StyleSource.com); consulting with direct response clients on their marketing campaigns; and manage business-to-business marketing / communications for Datapak.

- Increased year-over-year sales and profitability by 23% and 52% (respectively) for company-managed consumer Web site StyleSource.com

7/2006 – 8/2008 IAC/InterActiveCorp - Entertainment Publications, Inc.

Head of Corporate Communications

Led a team of three in the development and execution of the company's public relations & internal communications efforts.

- Served on the IAC/InterActiveCorp's Strategic Communications Council – strategized with parent company and sister company counterparts to develop global public relations and branding campaigns for IAC, HSN, Ask.com, LendingTree, Match.com and Ticketmaster.

5/1998 – 7/2006 **Valassis**

Marketing Manager (ADVO), PR Specialist (Valassis), Assistant Product Manager (VRMS), Manager of Marketing & Communications (RMG), Account Coordinator (CRMG), Intern

Marketing Manager (ADVO – acquired by Valassis)

- Developed a targeted marketing strategy utilizing POS and syndicated data for a retail telecommunications client that resulted in nearly a \$1 million sales increase, year over year.

Public Relations Specialist (Valassis)

- Managed and led a team of three in various public relations, media relations, investor relations and internal communications initiatives for this global company.

Assistant Product Manager (VRMS – joint venture between Valassis & Spectra Marketing)

- Managed marketing, development and operations of the company's core product – a frequent-shopper-data-driven loyalty marketing tool that was in partnership with several leading grocers including (not limited to) Kroger and Ahold.

Manager of Marketing and Communications (RMG – owned by Valassis)

- Managed all marketing, client promotional planning and communications efforts for this start-up business.

Account Coordinator (Valassis – CRMG)

- Supported sales, marketing and operations initiatives for the company's start up CRM business.

PROFESSIONAL CERTIFICATION

- Certified Loyalty Marketing Professional (CLMP), Loyalty Academy – 2018

LIVONIA VOLUNTEER WORK / INVOLVEMENT

- Downtown Livonia Partnership, Cofounder (2015 – present)
- Livonia Junior Athletic League / Eagles Youth Football & Cheer, Marketing & PR Chair (2015 – 2019)
- Holmes Middle School & Frost Middle School PTSA (2021)
- Livonia Chamber of Commerce CityScape Cyber Edition (2020)
- Livonia Heart Fund Scholarship Winner (1992)

OTHER PROFESSIONAL ADVISOR INVOLVEMENT

- TechTown Detroit, Mentor (2015 – present)
- Eastern Michigan University's Public Relations Advisory Board – Member (2007 – present)

EDUCATION

1999 Eastern Michigan University - Ypsilanti, MI

Bachelor's Degree - Public Relations (Focus in Marketing)

Clarenceville High School Graduate – Class of 1992

Councilmember Bahr gave first reading to the following proposed Ordinance:

AN ORDINANCE AMENDING SECTION 080 (CITY CLERK DUTIES) OF CHAPTER 04 (CITY COUNCIL) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE LIVONIA CODE OF ORDINANCES, AS AMENDED.

The foregoing Ordinance, when adopted, is filed in the Journal of Ordinances in the Office of the City Clerk and is the same as if word for word repeated herein. The above Ordinance was placed on the table for consideration at an upcoming Regular meeting.

<i>UNFINISHED BUSINESS ITEM 9 (Regular Meeting of December 1, 2021)</i> First Reading given by Vice President Scott Bahr

Present:	McCullough, Donovic, Jolly, Toy, Bahr, White, McIntyre
Absent:	None

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 22, 2021**

Meeting was called to order in the Auditorium of City Hall, 33000 Civic Center Drive, at 8:00 p.m. by President Kathleen McIntyre. Present: Scott Bahr, Cathy White, Brandon McCullough, Rob Donovic, Jim Jolly. Laura Toy and President Kathleen McIntyre. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Susan M. Nash, City Clerk; LaShawn Thomas, Director of Governmental Affairs; Curtis Caid, Chief of Police; Mike Slater, Director of Finance, Don Rohraff, Director of Public Works; Denise Maier, Director of Human Resources; Michelle Koppin, Parks and Recreation; and Sara Kasprowicz, Manager of Council Office.

15. PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES, AS AMENDED: Department of Law, re: to repeal Chapter 10 (Department of the Office of the City Council) of Title 2 (Administration and Personnel) and amend Section 080 (City Clerk Duties) of Chapter 04 (City Council) of Title 2 (Administration and Personnel), to abolish the current administrator position in a stand-alone department and create an identical administrative position under the direction and supervision of the City Clerk.

Paul Bernier, City Attorney, presented this request to Council. He stated this was brought to Council because Council asked the question before and wanted to --- there was some conversation about changing responsibilities of what is currently the position held by Sara Kasprowicz, to put it under the direction and leadership of the City Clerk as opposed to the City Council President. We are suggesting this as a way to do it if Council wants to do it that way. Currently it's under its own, Ms. Kasprowicz is her own department, it's a one person department that is under the direction and leadership of the City Council President. There was a question about whether or not it could be switched under the City Clerk. We looked at it and took a look at the existing ordinance, which was under Section 2.10, and it just didn't make any sense to keep it as an independent department, but have that department under the City Clerk. So, the suggestion that we had was abolishing Section 2.10 altogether, repealing it altogether, just getting rid of the department as it sits, and then under the duties of the City Clerk, under the section dealing with City Council, we created a position of Council Office Administrator. It is clear that under this position as we drafted it, it would be a Civil Service position that goes through the process of Civil Service hiring as any other Civil Service position would, and at the time when the decision is made on who to hire, that that decision would be made by whoever the Council President is if that position is open at that time. So, the unusual twist in that is although it goes through the Civil Service process, the selection, usually they give you three names, you interview them and you pick one, that wouldn't be picked by the Clerk, it would be picked by the City Council President, that position, but that position will remain a Civil Service position. I think the thought also was that if we accomplish it that way, Ms. Kasprowicz from the City Clerk's Office should and when she needs help or if she

takes a vacation or takes a day off, there's actually people who could support her and help her under the direction of that. It would also give the person somebody who could review their work and take care of things like that. So, that's the proposal we made based upon the suggestion of Council wanting to put it under the Clerk.

Councilmember Jolly said I agree for the need for this to not be a stand-alone department or a one person shop. When I read the proposed language here, though, the part that I have questions about is where it says, the third sentence of 2.04.080 City Clerk responsibilities, the position of Council Administrator is hereby created in the City Clerk's Office, the Council Administrator is assigned to the City Council Office and shall be subject to the direction and supervision of the City Clerk. I think that also has to say and the City Council President. Because the way it reads, it specifically says the Clerk can just say don't listen to that person, I mean, to be quite honest with you. And it's not about me going into the position, and this is a change that hopefully is codified and works and lasts going forward, it has to be in the ordinance that the person is to take direction from the City Council President, otherwise to be quite honest with you, there doesn't need to be a person there at all, it can be someone borrowed from the Clerk's Office.

Bernier replied I understand and I don't disagree with you, the thought that we had or I had when I drafted this, was the very last sentence which is "and functions as required by the City Council within the Council Office." That put it under the orders of the City Council when performing the duties. That was my thought. I have no issue if Council wants to add that language in there.

Jolly stated I would feel more comfortable with this. And again, it's specifically not because I have concerns in regard to current personnel or the current Clerk or anybody who might hold those positions later on, I just think it needs to be clearly directed that this is, you know, this is a person who is residing under the Clerk's Office administratively but is still taking direction from the City Council Office through the President most likely.

Bernier asked if the wording would be that you'd like to see maybe "shall be subject to the supervision of the City Clerk and under the direction of the Council President" and Jolly replied that would be perfect.

President McIntyre stated that's what I was going to suggest because the intent here was to not have the City Council President as a part-time person responsible for the administrative portion of supervisory work but at the direction of the Council President, so to me that achieves what we were trying to do here.

Councilmember Donovic said I absolutely agree with this language. I'm a little torn on this issue, however, I understand the need for our Council President, I understand there have been some changes over the course of the last year, I'm just trying to iron out the details here, so I think this move does make sense but there are some concerns. So, for the record, if this was to pass, the Clerk would not have or could not reprimand the Council Administrator, that would have to go through the Council

President.

Bernier replied no, under the supervision of the Clerk, so it would be as if she were a clerk employee, an employee of the City Clerk's Office, but the direction that the person would take on what to do would come from the Council President. But if there was a problem and there needed to be discipline or supervision or a congratulations and possible promotion and raise, that would go through the Clerk Office at the request of the Council President. The Council President would for instance say this person is doing a marvelous job, we want to have a raise for that person, we think they're worthy of a raise. And then the Clerk's Office, it would still go through the Clerk's Office through Civil Service. If, for instance, the Council President thought the person was doing a job that was substandard and needed to be disciplined or retrained, the Council President would contact the Clerk who would be responsible for that, for that issue. But it would be kind of a split hybrid situation, which is an unusual situation.

Donovic stated as long as the language is clear because years from now this Council will be gone and this Clerk will be gone and Mr. Bernier, you may still be here, who knows, but I want to make sure that the language is precise. Because I don't want an issue 15 years from now where, for example, you have a Clerk and a Council President that may be at odds and they hold for lack of a better term, the Council Administrator hostage so to speak. So, I just want to make sure that that doesn't happen because speaking to some of my colleagues, we are worried about giving away power, so to speak, so my intention is to make sure that the Council President holds all the authority because they are the Council President, they were elected by the people.

Bernier said one of our thought processes in making this very clear, that is was a Civil Service position, was the fact that even if we had a Clerk that wasn't as nice as the current Clerk, is that person would still have to go through discipline through the Civil Service process anyway, which obviously you can't just randomly discipline people because of it. So, the thought was by putting it exclusively under the Civil Service, you eliminate some of those issues.

Councilmember Jolly said for the record, too, with the change in language that we just discussed, and I think this really is to the Council President, congratulations on this move. This does leave the office in a better position, it realistically does, and I appreciate that. The thing that scares me and the reason why I bring this up, we've heard from the Council President in regard to the extra workload of being Council President, the premise of not having someone to direct/assist in that process, is why I asked the language be clarified, so thank you. I think it's an absolutely great move, I'm looking forward to working with Sara, have her teach me the job and the ways that I need to accomplish it and the lessons learned.

Councilmember Toy stated it's no big secret, I'm not real thrilled on this whole process that we're now talking about, particularly as it relates to hiring somebody else, if I'm hearing this correctly. I think that's a sad thing. We do have Marilyn in the Zoning

Board, she was always part of the Council Office, and was supposed to be part of the Council Office as well, but obviously it sounds like there's just too much work for anybody to handle, poor Sara here. And I don't want to get personal or anything, but in all honesty what is so hard about it, that's what I don't get. And if we had a problem in the legislature, it went to the Law Department. For even discipline or any corrections that needed to go on under that. I have a real problem with the Clerk, an elected Clerk, supervising over the Council Office or a person in the Council Office, I really do. I beg of that on transparency and accountability and we never know what we're going to get as the future rolls on. Somebody had said tonight we're going to have a hard time finding people to run for these offices and with some of the issues we face, and I just think we better be careful what we're doing here. Once you give something up, an elected service, whether it's positions or people or salaries or whatever, you can never get it back. People will think you can, but I really will caution this Council on anything that they're doing in regard to this. I think the Council President is perfectly capable, we're going to pay them a bit more, to call the office, make sure what's going on, Sara has been doing a great job in many respects, and if she has a problem, I think she'll reach out. But to put another body into the Council Office again, that's just silly.

Vice President Bahr said I'm just going to be candid, I'm not even sure how to unpack all of that. There's nobody being hired here. There's no change in numbers. Councilmember Toy, I'm sorry, I'm a little bit flabbergasted at whatever you just said because I can't make sense of it. And let me just say this: I'm as concerned as anybody about the checks and balances that Councilman Toy is talking about. Some history here. The history of the City of Livonia, this office, was appointed by the Mayor's Office. It was a year ago and you said we can never get it back; it was a year ago that we made an ordinance change in order to create this situation. In the twelve months of practicing this out, Sara is doing an excellent job, it has nothing to do with anybody trying to handle Sara, it simply comes to the fact that the supervisory duties of any job are part, as Councilman Jolly alluded to, are part or full-time work. We are not a full-time body and while a year ago we thought it was important and I think this gets to your concern, Councilman Toy, while a year ago while we thought it was important that the Mayor not be appointing that position for a number of reasons. Forget names and all that. Going forward, there were a number of reasons why it didn't make sense for the Mayor to be appointing that position and so we reorganized some things. One of the things we ran into in practice was the fact that we had a part-time position trying to do elements of a full-time job. I think the solution that's been put forth here, comes out of a year of learning, still accomplishes our original objectives from a year ago but is actually a very --- and I thank Councilman Jolly for starting this conversation -- because I think the language change that's coming out of this is a really positive change. And I think we have here actually a very elegant solution in order to meet the objectives that we set out a year ago, and keep the very sense of checks and balances that Councilman Toy is advocating for. This has nothing to do with performance problems, none of that. This has to do with structuring and organization so it works for the long terms, that's it, and I totally support this.

Councilman McCullough stated I'm in agreeance with Councilwoman Toy. I look at

this and we might be in a part-time role, but we also have great responsibility to the citizens and overall an elected body. I don't think the answer is to give this position up to an elected body, whether it be the Clerk, or even the Treasurer, or even the Mayor's Office, I think it should stay with the Council and I think it should be the accountability of the Council President to manage this position. And it should stay within the City Council Office. I have nothing against the City Clerk's Office, but going forward this is a permanent position and obviously elections happen and things go. And I'm not saying that there's anything or that there's any collusion or any of that kind of jazz, I just think that Council is a legislative branch of this City, there's an executive, and we should leave that full-time position under the control of the Council President that's elected by the people, so I will not be in support of this.

Councilmember Jolly stated in response to the concerns that have been raised here, listen, how are we supposed to effectively provide a good workplace for somebody who does not have the ability to have coverage, whether for a lunch hour or vacation time. If there's an increase in workload where assistance is requested, there will be an administrative support structure to request additional work. And you know what, if there's a point in time when this particular person has nothing to do in theory, they can assist in other activities in City Hall when necessary. I think it's an efficient, well-crafted response to be quite honest with you and I guess from my perspective, being used to the very capable Judy filling this role, she was not at the direction of the Council President before. She worked closely with the Council President, but was directly appointed by the Mayor and to be quite honest with you, I don't want to speak for Judy, but when somebody appoints you, you're loyalties would naturally lay with that person. So, I mean this is a very delicate response to a problem and I think it sufficiently meets the need and I'm happy to support it. I don't think it's a dereliction of duties, of responsibility, or anything like that, I think it's quite the opposite. I think it's humane and it works well to create a workplace where someone would want this job and they'll be able to reach out for assistance and be treated appropriately like other employees within City Hall. And I guess just to point this out as well, if the person was on vacation for two weeks, the Clerk's Office will be able to and I suspect that they would put somebody in the seat to answer the phone and make sure the Council Office was functioning in the meantime as well. Absent this change, I don't see that that happens. So, thank you, very much, I support it.

Councilmember Donovic asked Bernier if the Council President will still have full power and control over the Council Administrator and have full autonomy to do with the Council Administrator as they please and Bernier replied the direction of the work, absolutely. That's why we were very specific in trying to put in there what the duties of the position actually are so it couldn't be said later that the Clerk said okay, well, the duties are that you're working on the election, for instance, if the duties are in the Council's Office for that position. So, that's the reason we tried to put in specific duties, to answer the question that you're asking right now. That that person, that position would be assigned, it's a position by ordinance that is assigned to the Council's Office, selected by the Council President, but under the supervision of the Clerk.

Councilmember Toy said I always thought, and correct me if I'm wrong, that Marilyn would take and come up to the office if Sara or whoever was in that position was absent. That's the way it was always explained to me regardless if Judy was there or not or if Sara is there or not, it would be Marilyn coming in from our Zoning Board because she falls under the Council Office, unless that's been changed and I'm unaware of that, and therefore there would be a body when Sara would have other duties or something where she was absent, etc. Maybe that's changed but that's the way I always understood it. Perhaps it hasn't been used, quite frankly, I don't know, but I'm remembering from past times. Maybe I'm being old school here but in all seriousness that's what I recall so that we didn't have to hire anyone else because at one time we had Tony, if you recall, who was part-time. And then when Tony left, we didn't replace her. I was President then and we felt there wasn't a need, there wasn't that much work anymore with the advent of the computer and all the paperwork that didn't need to be done anymore, we made those changes then. So, I'm just recalling some of that history as to how we got to this point, Madam Chair.

President McIntyre stated I'd like to address a number of things that have been said this evening.

Councilmember Toy said you might want to pass the gavel then. McIntyre replied it's a Study Meeting and then passed the gavel.

(President McIntyre passed the gavel at 7:50 p.m. to speak on this issue.)

She stated I appreciate everyone's comments and everyone's concern on this. The overriding – first of all, let's back up. The points have been made for as long as anyone can remember and if somebody remembers longer, then tell me how it works. This was an appointment of the Mayor's Office. And we recognized there was an inherent conflict between having the person that worked for the City Council report to the Mayor. And there were sometimes that last year we saw conflicts and Judy was put in a difficult position and it wasn't fair to Judy to be working for the Council President but expect to have loyalty to the Mayor because it was an appointed position. And we worked extremely hard, and I worked, I got a lot of help from Vice President Bahr on this, and Cathy White as a former City Attorney helped us. And it was a tremendous amount of work for a number of months to figure out how to split those off. We were lucky enough to have LaShawn hired by the Mayor as the Director of Governmental Affairs. We were able to set that Governmental Affairs Department up and we figured out a way to split off the Council Office so you didn't have a person in that position having one boss but expecting to have loyalties to a person who appointed them. When we did that and Marilyn, the Mayor wanted Marilyn's job moved over to the Council Office and that's what we did. We have half of Marilyn's head and Inspection has half of Marilyn's head, I hate to talk about people that way, but in the budget. Marilyn sits in the Council Office full-time and is available to Sara as available. Marilyn has Zoning Board responsibilities; we've had personnel situations this year due to health issues that have revealed how difficult it is to have this office as a stand alone office with no back-up and no full-time department head. The Council President does not, and the Mayor can make a change to this, has not for the

last two years functioned as a member of the leadership staff. So, Sara has been working without having access to someone who is part of the leadership staff and they're to provide day to day direction and when there's issues with other departments, to get involved as necessary to sort out how things work out between the Council and other departments. We asked the Law Department to figure out a way to move this position and we try not to use names, sorry, but to move this position administratively to the Clerk's Office so that you wouldn't have a City Council President who by definition has a part-time job that is extremely busy with substantive legislative Council business issues dealing with the administrative burden of personnel administration. And the Clerk was amenable to taking this on, this is additional work for the Clerk but it gives the person in the position of the manager of the City Council Office support of a full-time, full-fledged department head, someone who is a member of the leadership team, but the position remains fully under the direction of the City Council and the City Council President. And there's no giving away of power, and remember, this is an ordinance change. So, if a future City Council says --- I mean, we did an ordinance change a year and a half ago to get a solution. We got a solution and 80% of it worked. And we said this needs some fine tuning. So, we have another ordinance. Anything that is done by an ordinance, can be undone by an ordinance. So, if a future City Council or the next City Council beginning on January 1st doesn't like this, it's an ordinance change, they can ask Law. Law is happy, I know, to spend another 100 hours to try to figure out how to do this but they can change it. So, there is no seating of power, there is no lack of transparency from my perspective, what's here reflects what we learned and quite frankly that I and Mr. Bahr have been in -- I don't want to say the crosshairs because that sounds dramatic, but what we've worked through trying to fine tune this and that's what this represents.

Councilmember White stated I just want to go on record that I fully support this change. Having worked in the background of the process here, to try to accomplish this change, I mean it makes a lot of sense for the City and when you look at the duties of the Council Office Administrator and you're thinking about this person having to be away from the office for whatever reason, for vacation or illness or whatever, the duties that are listed here gel much more with the duties of the Clerk's Office than they do with a person from the Zoning Board of Appeals. It just makes a lot of sense from an administrative standpoint, personnel standpoint and I agree with the statements that have been made, that this is not giving away any power that lays with the City Council and the Council President, to me it makes a lot of sense.

President McIntyre stated and I neglected to say, no one could have come into this job following someone who had been there for a very, very long time and had ways of doing things that were outstanding but it was a very certain way of doing things, could have come in and performed I don't think as Sara had, took on an employee, we moved the Zoning Board Administrator over, there's been tremendous amounts of challenges in the last year and a half that Sara has risen to. And not only that, Sara is an absolute joy to work with. I know we're not supposed to talk about names. But it's not fair when Sara has a full-time demanding job, covering all sorts of real estate, and she needs to get ahold of her administrative boss, which is the Council President, and again, by definition we have full-time jobs and I do my best, I do my level best to get

back to Sara as quickly as I can. But there are times that she is disadvantaged and the Council Office is disadvantaged by not having an administrative manager available on a full-time basis, so that's the intent here. And that's the entire intent of this.

DIRECTION:

FIRST READ (12/1 meeting)

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

15.

Law
November 4, 2021

MEETING DATE

November 22, 2021

PREPARED BY

Carol Driskill, Legal Stenographer II,

AGENDA ITEM

PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES, AS AMENDED:
Department of Law, re: to repeal Chapter 10 (Department of the Office of the City Council) of Title 2 (Administration and Personnel) and amend Section 080 (City Clerk Duties) of Chapter 04 (City Council) of Title 2 (Administration and Personnel), to abolish the current administrator position in a stand-alone department and create an identical administrative position under the direction and supervision of the City Clerk.

BACKGROUND

At the October 18, 2021 Regular Meeting, Council Vice President Scott Bahr moved to refer to the Law Department the issue of reorganization of the Department of the Office of City Council, and the administrative position assigned to the office. Council Member Jim Jolly supported the motion, and it was approved by all members of council. The Law Department has prepared the accompanying proposed repeal and amended ordinance for your consideration.

The proposed repeal of Chapter 2.10 and amendment of Chapter 2.04.080 are designed to accomplish at least two different purposes. The proposed repeal would abolish the current position of the administrator as a stand-alone department. The amendment to Chapter 2.04.080, however, would create an identical administrative position, with established council responsibilities, which would be under the direction and supervision of the city clerk. The ordinance recognizes the position as a civil service administrative position. Selection of the person would be made by the Council President in accordance with the Charter and civil service rules.

RECOMMENDATION

Provided that you concur with these changes per your referral, the proposed Ordinance amendments are ready to be offered for first reading. If you have any questions, comments, or changes, please do not hesitate to contact the Law Department.

FISCAL CONSIDERATION

ATTACHMENTS

1. Repealing Ch 10 of Title 2
2. 2.04.080 - City Clerk Duties

APPROVED BY



Date: November 04, 2021

Paul Bernier, City Attorney



Date: November 05, 2021

Maureen Miller Brosnan, Mayor

**AN ORDINANCE REPEALING CHAPTER 10
(DEPARTMENT OF THE OFFICE OF THE CITY
COUNCIL) OF TITLE 2 (ADMINISTRATION AND
PERSONNEL) OF THE LIVONIA CODE OF
ORDINANCES, AS AMENDED.**

THE CITY OF LIVONIA ORDAINS:

Section 1. Chapter 10 of Title 2 of the Livonia Code of Ordinances, as amended, is hereby repealed as of the date this ordinance becomes effective, and all other ordinances or parts of ordinances in conflict therewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 2. Should any portion of this ordinance be held invalid for any reason, such holding shall not be construed as affecting the validity of any of the remaining portions of this ordinance.

~~AN ORDINANCE AMENDING SECTIONS 010, 020 AND 030 OF CHAPTER 2.10 (DEPARTMENT OF THE OFFICE OF THE CITY COUNCIL) TO TITLE 2 OF THE LIVONIA CODE OF ORDINANCES, AS AMENDED.~~

THE CITY OF LIVONIA ORDAINS:

Section 1. ~~Section 010 of Chapter 2.10 to Title 2 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:~~

~~2.10.010 Title for Citation.~~

~~The ordinance codified in this chapter shall be known and cited as the "department of the office of the city council ordinance".~~

Section 2. ~~Section 020 of Chapter 2.10 to Title 2 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:~~

~~2.10.020 Creation – Organization.~~

~~There is created and established in the city a department known as the "department of the office of the city council." An administrator shall be selected in accordance with the Charter by the city council president and shall receive such compensation as from time to time may be fixed by the council.~~

Section 3. ~~Section 030 of Chapter 2.10 to Title 2 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:~~

~~2.10.030 Powers and duties of administrator.~~

~~Under the direction of the council, the administrator has certain council responsibilities, including carrying out various responsibilities with respect to the efficient administration and operation of the city's legislative branch of government; representing the council at various functions and meetings, as necessary; following up on complaint matters involving codes and ordinances; serving as liaison with citizens, corporate entities, and various units of city government; and performing such other duties and functions as required by the city council.~~

~~Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.~~

~~Section 5. Should any portion of this ordinance be held invalid for any reason, such holding shall not be construed as affecting the validity of any of the remaining portions of this ordinance.~~

~~The above ordinance was passed at the regular meeting of the Council of the City of Livonia held Monday, November 16, 2020, at 7:00 p.m.~~

~~_____
Susan Nash, City Clerk~~

~~_____The foregoing ordinance was authenticated by me on this 17th day of November, 2020.~~

~~_____
Maureen Miller Brosnan, Mayor~~

Approved as to form:

~~_____
Paul A. Bernier, City Attorney
Dated: November 17, 2020~~

AN ORDINANCE AMENDING SECTION 080 (CITY CLERK DUTIES) OF CHAPTER 04 (CITY COUNCIL) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE LIVONIA CODE OF ORDINANCES, AS AMENDED.

THE CITY OF LIVONIA ORDAINS:

Section 1. Section 080 of Chapter 04 of Title 2 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

2.04.080 City Clerk Duties

1. The position of "Council Office Administrator" is hereby created in the city clerk's office. The Council Office Administrator is assigned to the city council office, and shall be subject to direction and supervision of the city clerk. The Council Office Administrator shall be selected by the city council president in accordance with the Charter and civil service rules and shall receive such compensation as from time to time may be fixed by the council. Under the direction of the city clerk, the Council Office Administrator shall carry out tasks necessary to the efficient administration and operation of the city's legislative branch of government; represent the council at various functions and meetings; follow up on complaints involving codes and ordinances; serve as a liaison with citizens, corporate entities, and various units of government; and perform such other relevant duties and functions as required by the city council within the council office.

2. In addition to those duties specifically set forth in the Charter, the city clerk shall:

A. Keep the mayor and other city officials properly informed of action of the council and present to them such matters as may require their signature;

B. Present to the several committees and officials such matters as may have been referred to them; and

C. Pursuant to the direction of the council, prepare in advance an agenda of business to come before each meeting, according to the order set forth in Section 2.04.050.

Proposed Amendment to Section 080
of Chapter 04 of Title 2 of the
Livonia Code of Ordinances – p 2

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 3. Should any portion of this ordinance be held invalid for any reason, such holding shall not be construed as affecting the validity of any of the remaining portions of this ordinance.

| _____

AN ORDINANCE AMENDING SECTION 080 (CITY CLERK DUTIES) OF CHAPTER 04 (CITY COUNCIL) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE LIVONIA CODE OF ORDINANCES, AS AMENDED.

THE CITY OF LIVONIA ORDAINS:

Section 1. Section 080 of Chapter 04 of Title 2 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

2.04.080 City Clerk Duties

1. The position of "Council Office Administrator" is hereby created in the city clerk's office. The Council Office Administrator is assigned to the city council office and shall be under the direction of the Council President and subject to supervision of the city clerk. The Council Office Administrator shall be selected by the city council president in accordance with the Charter and civil service rules and shall receive such compensation as from time to time may be fixed by the council. The Council Office Administrator shall carry out tasks necessary to the efficient administration and operation of the city's legislative branch of government; represent the council at various functions and meetings; follow up on complaints involving codes and ordinances; serve as a liaison with citizens, corporate entities, and various units of government; and perform such other relevant duties and functions as required by the city council within the council office.

2. In addition to those duties specifically set forth in the Charter, the city clerk shall:

A. Keep the mayor and other city officials properly informed of action of the council and present to them such matters as may require their signature;

B. Present to the several committees and officials such matters as may have been referred to them; and

C. Pursuant to the direction of the council, prepare in advance an agenda of business to come before each meeting, according to the order set forth in Section 2.04.050.

Proposed Amendment to Section 080
of Chapter 04 of Title 2 of the
Livonia Code of Ordinances – p 2

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 3. Should any portion of this ordinance be held invalid for any reason, such holding shall not be construed as affecting the validity of any of the remaining portions of this ordinance.

|

Councilmember Bahr gave first reading to the following proposed Ordinance:

AN ORDINANCE AMENDING SECTIO 010 OF TITLE 5, CHAPTER 42 (HOTELS, MOTOR COURTS, LODGINGHOUSES, ROOMING-HOUSES, ONE-FAMILY RENTAL DWELLINGS, TWO-FAMILY RENTAL DWELLINGS AND MULTIPLE-FAMILY RENTAL DWELLINGS) OF THE LIVONIA CODE OF ORDINANCES, AS AMENDED.

The foregoing Ordinance, when adopted, is filed in the Journal of Ordinances in the Office of the City Clerk and is the same as if word for word repeated herein. The above Ordinance was placed on the table for consideration at an upcoming Regular meeting.

<i>UNFINISHED BUSINESS ITEM 10 (Regular Meeting of December 1, 2021) First Reading given by Vice President Scott Bahr</i>
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Present:	McCullough, Donovic, Jolly, Toy, Bahr, White, McIntyre
Absent:	None

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 22, 2021**

Meeting was called to order in the Auditorium of City Hall, 33000 Civic Center Drive, at 8:00 p.m. by President Kathleen McIntyre. Present: Scott Bahr, Cathy White, Brandon McCullough, Rob Donovic, Jim Jolly. Laura Toy and President Kathleen McIntyre. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Susan M. Nash, City Clerk; LaShawn Thomas, Director of Governmental Affairs; Curtis Caid, Chief of Police; Mike Slater, Director of Finance, Don Rohraff, Director of Public Works; Denise Maier, Director of Human Resources; Michelle Koppin, Parks and Recreation; and Sara Kasprowicz, Manager of Council Office.

(Vice-President Bahr maintained possession of the gavel for the duration of the meeting.)

16. PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES, AS AMENDED: Department of Law, re: to amend Chapter 5.42 Section 010 (Definitions) to comport with Livonia Vision 21 Zoning Ordinance.

Paul Bernier, City Attorney, presented this request to Council. He stated this is the never ending short term rental issue that we have. As Council is aware, Council changed the Zoning Ordinance in the Livonia Vision 21 Zoning Ordinance recently. When we took a look at the Zoning Ordinance and compared it to the Code of Ordinances as it pertains to short term rentals, we saw that some of the definitions and some of the issues did not mesh up properly and there may have been consummate conflicts. And Council Vice President Bahr, I think it was, suggest that we take a look at it and amend the Code of Ordinances so that it's consistent with the Zoning Ordinance. As Council is aware, it's much more tedious to change the Zoning Ordinance than it is the Code of Ordinance. So the purpose behind this was to try to have the definitional sections correspond in the Code of Ordinances and the Zoning Ordinance as it pertains to short term rentals without changing the substantive law of what is and isn't allowed in Livonia as of today and I say it that way because we don't know what the State Senate is going to do. But this Council is aware that the House passed a bill which would probably make most of this moot and it's in front of the Senate and nobody knows when and if the Senate is going to do anything. So, we're in that kind of Catch 22, they could come tomorrow night in the middle of the night and do it or they may not do it at all. We simply don't know what the Senate is going to do. But this is designed to try to make our Code of Ordinance correspond to the Livonia Vision 21.

DIRECTION:

FIRST READ (12/1 meeting)

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

18.

Law
December 2, 2021

MEETING DATE

November 22, 2021

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

ROLL CALL: Proposed Amendment to the Livonia Code of Ordinances, as amended: Department of Law, re: to amend Chapter 5.42 Section 010 (Definitions) to comport with Livonia Vision 21 Zoning Ordinance.

First Reading given by Vice President Scott Bahr on Wednesday, December 1, 2021.

BACKGROUND

As Council is aware, Livonia Vision 21 Zoning Ordinance ("Vision 21") was adopted on August 23, 2021 and became effective September 2, 2021. Among many changes, Vision 21 provides new definitions for structure types and uses within the various zoning districts, including the use of residential property for what are commonly referred to as "short term rentals."

With regards to short term rentals, Section 2.02 of Vision 21 added a new definition titled "Bed and Breakfast Establishments" which encompasses two (2) new terms "Bed and Breakfast Inn" and "Homestay." Section 2.02 further modified the definitions for "Rooming House" and "Tourist Home" from those contained within the former zoning ordinance. In light of these changes, and in order that the Livonia Code of Ordinances addressing rental properties might be consistent with Vision 21, Council directed the Law Department at its October 4, 2021 Regular Meeting to amend Section 5.42.010 of the Code of Ordinances. The Department of Law has prepared a proposed amendment to said section in accordance with Council's referral and offers the accompanying proposed amendment for consideration and a first reading.

RECOMMENDATION

Refer for 1st Reading

FISCAL CONSIDERATION

ATTACHMENTS

1. S112221 Req to approve Definitions amend Minutes
2. S112221 LTC Item 16
3. 2021 revision to Code of Ordinance 5.42.010

APPROVED BY



Paul Bernier, City Attorney

Date: November 08,
2021

Date: November 10,
2021

Leo D. Neville, Assistant City Attorney



Maureen Miller Brosnan, Mayor

Date: November 10,
2021

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 22, 2021**

Meeting was called to order in the Auditorium of City Hall, 33000 Civic Center Drive, at 8:00 p.m. by President Kathleen McIntyre. Present: Scott Bahr, Cathy White, Brandon McCullough, Rob Donovic, Jim Jolly. Laura Toy and President Kathleen McIntyre. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Susan M. Nash, City Clerk; LaShawn Thomas, Director of Governmental Affairs; Curtis Caid, Chief of Police; Mike Slater, Director of Finance, Don Rohraff, Director of Public Works; Denise Maier, Director of Human Resources; Michelle Koppin, Parks and Recreation; and Sara Kasprowicz, Manager of Council Office.

(Vice-President Bahr maintained possession of the gavel for the duration of the meeting.)

16. PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES, AS AMENDED: Department of Law, re: to amend Chapter 5.42 Section 010 (Definitions) to comport with Livonia Vision 21 Zoning Ordinance.

Paul Bernier, City Attorney, presented this request to Council. He stated this is the never ending short term rental issue that we have. As Council is aware, Council changed the Zoning Ordinance in the Livonia Vision 21 Zoning Ordinance recently. When we took a look at the Zoning Ordinance and compared it to the Code of Ordinances as it pertains to short term rentals, we saw that some of the definitions and some of the issues did not mesh up properly and there may have been consummate conflicts. And Council Vice President Bahr, I think it was, suggest that we take a look at it and amend the Code of Ordinances so that it's consistent with the Zoning Ordinance. As Council is aware, it's much more tedious to change the Zoning Ordinance than it is the Code of Ordinance. So the purpose behind this was to try to have the definitional sections correspond in the Code of Ordinances and the Zoning Ordinance as it pertains to short term rentals without changing the substantive law of what is and isn't allowed in Livonia as of today and I say it that way because we don't know what the State Senate is going to do. But this Council is aware that the House passed a bill which would probably make most of this moot and it's in front of the Senate and nobody knows when and if the Senate is going to do anything. So, we're in that kind of Catch 22, they could come tomorrow night in the middle of the night and do it or they may not do it at all. We simply don't know what the Senate is going to do. But this is designed to try to make our Code of Ordinance correspond to the Livonia Vision 21.

DIRECTION:

FIRST READ (12/1 meeting)

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

16.

Law
November 8, 2021

MEETING DATE

November 22, 2021

PREPARED BY

Carol Driskill, Legal Stenographer II,

AGENDA ITEM

PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES, AS AMENDED:
Department of Law, re: to amend Chapter 5.42 Section 010 (Definitions) to comport with Livonia Vision 21 Zoning Ordinance.

BACKGROUND

As Council is aware, Livonia Vision 21 Zoning Ordinance ("Vision 21") was adopted on August 23, 2021 and became effective September 2, 2021. Among many changes, Vision 21 provides new definitions for structure types and uses within the various zoning districts, including the use of residential property for what are commonly referred to as "short term rentals."

With regards to short term rentals, Section 2.02 of Vision 21 added a new definition titled "Bed and Breakfast Establishments" which encompasses two (2) new terms "Bed and Breakfast Inn" and "Homestay." Section 2.02 further modified the definitions for "Rooming House" and "Tourist Home" from those contained within the former zoning ordinance. In light of these changes, and in order that the Livonia Code of Ordinances addressing rental properties might be consistent with Vision 21, Council directed the Law Department at its October 4, 2021 Regular Meeting to amend Section 5.42.010 of the Code of Ordinances. The Department of Law has prepared a proposed amendment to said section in accordance with Council's referral and offers the accompanying proposed amendment for consideration and a first reading.

RECOMMENDATION

Refer for 1st Reading

FISCAL CONSIDERATION

ATTACHMENTS

1. 2021 revision to Code of Ordinance 5.42.010

APPROVED BY



Paul Bernier, City Attorney

Date: November 08, 2021

Leo D. Neville, Assistant City Attorney

Date: November 10, 2021



Maureen Miller Brosnan, Mayor

Date: November 10, 2021

**AN ORDINANCE AMENDING SECTION 010 OF TITLE 5,
CHAPTER 42 (HOTELS, MOTOR COURTS, LODGINGHOUSES,
ROOMING-HOUSES, ONE-FAMILY RENTAL DWELLINGS,
TWO-FAMILY RENTAL DWELLINGS AND MULTIPLE-FAMILY
RENTAL DWELLINGS) OF THE LIVONIA CODE OF
ORDINANCES, AS AMENDED.**

THE CITY OF LIVONIA ORDAINS:

Section 1. Section 010 of Title 5, Chapter 42, of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

5.42.010 Definitions.

The following words and phrases, when used in this chapter shall, for the purpose of this chapter, have the meanings respectively ascribed to them in this section, as follows:

- A. *"Agent"* means any person authorized by the owner who has charge, care or control of a rental dwelling or rental unit which is let or offered for occupancy. The owner must officially notify the city of any agent authorized to act on his behalf. The owner may authorize a tenant to act as agent for a rental dwelling or rental unit.
- B. *"Applicable codes"* mean the current fire prevention, building and property maintenance codes adopted by the city, including definitions and applicable terms, and other city ordinances.

C. *"Bed and Breakfast Establishment"* means an owner-occupied dwelling where no more than 5 (five) guest rooms are made available for the temporary accommodation of the traveling or vacationing public. Such an establishment may offer meals only to those persons temporarily residing at the establishment. See also definition of "Bed and Breakfast Inn" and "Homestay."

(1) *"Bed and Breakfast Inn"* means a structure primarily used for lodging purposes where the use as a residence is clearly secondary. A structure where more than 5 (five) but not more than 30 (thirty) guest rooms are made available for the temporary accommodation of the traveling or vacationing

Proposed Amendment to Section 010 of
Title 5, Chapter 42 of the Livonia
Code of Ordinances

public. Such an establishment may offer meals to the public and persons temporarily residing at the establishment.

(2) "Homestay" means an owner-occupied, single-family dwelling, or a dwelling unit in a duplex or multi-family dwelling structure, that may rent up to three (3) single bedrooms with bathroom access for overnight accommodates for periods as short as one overnight stay. Meals are not provided with rental, but kitchen and/or dining facilities may be available for guests to prepare their own meals. Only properties that have received approval of a rental registration application are recognized as a Homestay for purposes of complying with City of Livonia ordinances.

~~GD.~~ "Dwelling unit" means a single unit providing complete independent living facilities for one (1) or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. This shall include any area within the building that contains mechanical equipment for the rental unit, hallways or other spaces that serve the rental unit, and the premises of the rental dwelling.

~~DE.~~ "Family" means any number of persons living together in a single dwelling unit comprising a single housekeeping unit and related by blood, marriage, adoption, or any unrelated person who resides therein as though a member of the family and including the domestic employees thereof, or a group of not more than five (5) unrelated individuals living together as a single housekeeping unit.

~~EE.~~ "Hotel" means a building or part thereof occupied as the more or less temporary abiding place of individuals, in which the rooms are rented or leased singly for hire, and in which rooms no provision for cooking is made, and in which building there is a general kitchen and dining room for the accommodation of the occupants.

~~FG.~~ "Lodginghouse" means a building or part thereof, other than a hotel, where lodgings are provided for hire more or less transiently without provisions for meals.

~~GH.~~ "Motor court" means any establishment in which individual cabins, courts or similar structures or units are let or rented to transients for periods of less than one (1) month. The term "motor court" includes tourist cabins and motels.

~~HJ.~~ "Multiple-family rental dwelling" means a building containing three (3) or more dwelling units arranged either side by side and/or one (1) above the other, each unit occupied as a single housekeeping unit by a single-family or functional family.

~~IJ.~~ "One-family rental dwelling" means a building containing one (1) dwelling unit **not occupied by the owner** that is promised and/or leased to a single family **for more than 30 consecutive days**.

Proposed Amendment to Section 010 of
Title 5, Chapter 42 of the Livonia
Code of Ordinances

- ~~J~~K. *"Rental unit"* means a single housekeeping unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation **promised and/or leased to the tenant(s) for more than 30 consecutive days.**
- ~~L~~. *"Rooming house"* means a building where, for compensation, and by prearrangement for definite periods, lodging or lodging and meals are provided for more than three (3) persons. The term "rooming house" shall include lodging house and boarding house, but not a tourist home, bed and breakfast establishment, automobile court, hotel, or motor court.
- ~~M~~. *"Tourist home"* means a dwelling furnishing overnight sleeping quarters to transient guests and containing not more than three (3) guest bedrooms.
- ~~L~~N. *"Two-family rental dwelling"* means a building containing two (2) dwelling units, **with at least one (1) unit not occupied by the owner**, promised and/or leased to two (2) separate families, respectively, **for more than 30 consecutive days.**

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 3. Should any portion of this ordinance be held invalid for any reason, such holding shall not be construed as affecting the validity of any of the remaining portions of this ordinance.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 1, 2021**

Meeting was called to order in the Auditorium of City Hall, 33000 Civic Center Drive, at 8:00 p.m. by President Kathleen McIntyre. Present: Brandon McCullough, Rob Donovic, Jim Jolly, Laura Toy, Scott Bahr, Cathy White and President Kathleen McIntyre. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Lori Miller, Deputy Clerk; LaShawn Thomas, Director of Governmental Affairs; Mike Slater, Director of Finance, Don Rohraff, Director of Public Works; Denise Maier, Director of Human Resources; Brandie Isaacson, Director of Housing; Sara Kasprowicz, Manager of Council Office; and Mayor Maureen Miller Brosnan.

2. REQUEST TO APPROVE INCREASE IN COMPENSATION FOR THE DIRECTOR OF HUMAN RESOURCES: Department of Civil Service, re: to be in the same compensation range as other Human Resource Directors in comparable communities.

Mayor Maureen Miller Brosnan presented this request to Council. She stated I'm honored to be here this evening and to have been asked to present on these items tonight. I wasn't initially planning on presenting on Item Nos. 2 and 3, mostly because they're not my work. They really are reflective of the hard work and analysis that comes out of our Human Resources Department, but upon invitation I appreciate the chance to be here. I also recognize that in presenting both of these items tonight I may be denying Denise Maier an opportunity here because she is going to be retiring at the end of the year and this may be her last chance to present tonight. So, she is with me and if you have any further questions after the presentation she's going to be available to answer them because she really gets into all of the technical details. Nonetheless I am requesting your approval this evening on two salary adjustments; the Human Resources Director and the Director of Administrative Services. There would have been three items to present to you tonight, but the adjustment for the Housing Director salary structure hasn't yet been reviewed by the Housing Commission, so you can expect that in the future. I recognize that they do appear separately on your agenda tonight, but the impetus for changing them is the same. So, I thought I'd start out with a description of how that all came about. Earlier in the year I had requested that the Director of Human Resources review the department heads salary city-wide to determine if there were any that were really out of alignment, if there was some misalignment that needed to be repaired and take a look at that in terms of not only the level of responsibility that each department head has, but take a look at in terms of what was the going rate in the marketplace. So, the three positions that were identified by the Director of Human Resources was the Human Resources Director position, the Director of Administrative Services, and the Director of Housing. I then asked the Personnel Review Committee to take a look at the findings of the Department, and if you're not familiar the Personnel Review Committee is an internal committee to the City, one established by me predecessors ages ago and I have to tell you it is one of the greatest gifts to the City that we have because it is comprised

of a number of members of the Leadership Team led by the Finance Director. And every time there is a salary change, every time there is an approval for a new hire or a replacement, any time there's a change in job classification, it first goes before the Personnel Review Committee. So, there is a level of standardization, there's a level of historic knowledge, all of that comes into play when these decisions are made. So, the internal committee was as I say established by previous mayors and they took a look at this recommendation and they paused for a moment because they wanted to be sure to get the most recent data. We relied heavily on the Conference of Western Wayne's Compensation Survey and they put that out every two years. So, they waited for the 2021 survey information to come out and then they made their best recommendation to us. So, that's what you have before you tonight. So, let's take a look at the Human Resources position because that's Item No. 2 on your agenda. The Human Resources Director is a vital leadership position in the City. The position demands a wide range of expertise and proficiency in administrative hiring practices, in developing and managing our benefits program, in negotiating as part of our collective bargaining team, in initiating training and coaching opportunities that we have, in handling employee grievances and a whole, whole lot more. So, after an extensive piece of research that the PRC did in comparable salaries in communities that we normally compare ourselves to, we learned that we fell below the average pay for this position. At the starting level Livonia salary level averages \$4,701.00 below comparable communities. And then at the maximum pay level, we're about \$17,842.00 below where other communities are, and that's on average. So, we believe that this puts us at a disadvantage when we're out hiring for the position which we happen to be doing right now. So, that made this a little bit more critical. So, what we're proposing this evening is that the starting salary be changed from \$90,417.60 to \$98,09.60; with corresponding increases all the way up to Step 5; there is a wait schedule that's in your packet. And again, all of that math and all of that detail is worked out by some really smart people in the Human Resources Department. Funding for the salary changes would need to be made available by a budget adjustment but the Finance Director has assured us that funds are available for this request. Our hope had originally been to get this in at the budget discussion period but the 2021 survey wasn't released yet from the Conference of Western Wayne, so we didn't have good comparables to provide. So, I am going to open it up for questions and Denise, if you wouldn't mind joining me for a last hoorah perhaps, and a chance to answer any questions that Council may have. Thank you.

Councilmember Jolly stated I had an opportunity to speak to Ms. Maier on the phone in regard to both of these changes yesterday and the first thing I asked her was is this adjustment for her position enough to have her stay and she did not hesitate to say absolutely not but that she would miss us. So I think the thing that I came to find out through my conversation with Ms. Maier is that the steps that are being created would not necessarily translate from where someone currently is. Like say if someone was currently a Step 5, they would not automatically become a Step 5 under the new system. And that was very enlightening to me, it was helpful in understanding not only the immediate circumstances we were looking at but the long term circumstance as well. Can you provide that information to all of us here at the Council, for instance, how that work from an old step system to a new step system.

Denise Maier, Director of Human Resources, stated we'll take me as an example. Currently I'm at the top step of the Human Resources Director range, as of today actually, \$105,476.80. If I would stay and I was going to get the new salary range, I would not go to Step 5, I'm at Step 5 currently. According to the compensation plan, this is the City's compensation plan, anytime there's a promotion, a salary range change or anything like that, an adjustment, the next rate that someone will be paid is approximately 4%. So, if someone is currently at Step 5 and there's a new range created, then we would look at what is closest in the new range to a 4% increase. So, the budget impact would be approximately 4% any time that happens. So, it's not Step 5 to Step 5.

Jolly said so not talking about any specific individual, but a position, since we're looking at two positions, we're looking at your position, if somebody was at Step 5 for the other position that we're talking about, where would they approximately fall on the new step system, having topped out in the old step system where would that be in the new system.

Maier replied the other position, Step 5, is 99,528.00, so a 4% increase for that step would be approximately \$103,000.00, so we would go to the next closest that's not under 4%, so that would be Step 1.5, which would be \$104,644.80.

Jolly said my last question would be, just so we all have a consistent understanding of the steps, what dictates somebody moving from step to step; is that time, is that performance and Maier replied it's time. Jolly then asked can you tell us exactly what kind of timeframe and Maier replied yes. It's a little different for an existing employee than it is for new employees because new employees get an automatic step increase in six months, they would go from Step 1 to Step 1.5 and then six months later to Step 2. So, within their first year, they go from Step 1 to 2. And then every year after that, they get another step, Step 3, 4 and 5. If you're promoted you go to the next step that is closest to 4% and then after that you get a step after year until you're at the highest step.

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Councilmember Toy asked Maier what other fringes are included in this particular Item No. 2 request; they get health, they get dental, they get optical, what other things do they get and Maier replied all of the same benefits as all full-time employees.

Toy asked if that includes a vehicle as well and Maier replied that I don't know. We were talking about that earlier today, for instance, I get a car stipend, some

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Maier replied that's a very good question that I don't have the answer to but I'll be happy to follow up with you on that to let you know.

Councilmember Toy asked Maier what other fringes are included in this particular Item No. 2 request; they get health, they get dental, they get optical, what other things do they get and Maier replied all of the same benefits as all full-time employees.

Toy asked if that includes a vehicle as well and Maier replied that I don't know. We were talking about that earlier today, for instance, I get a car stipend, some

department heads get a car. So, I don't know if this particular position if it's a stipend or a car, but it's different among the ranks and I'm not sure what the criteria is for one or the other.

Toy asked if that's a choice and Maier replied no, I was told when I was hired I would get a car allowance, a stipend, so it's not a choice. Toy said and you were hired under Mayor Wright and Maier replied Mayor Kirksey. Toy then asked if there's anything else this position has as well when we're comparing city to city?

Maier replied we didn't compare benefits. When we went for the salary survey, it was strictly base salaries.

Toy asked in a salary, though, do we not think as fringes as part of that salary or compensation in any way and Maier replied no, we do not. The Conference of Western Wayne is strictly base salaries. Toy said all right, I just want to be sure we're on even ground because I've been here long enough where I've seen where we go up and then I see where we've got to come down, you know what I mean, and I want to make sure that we're on even ground as we do this because I want to be fair to that employee as well as fair as we go out offering these types of dollars.

Maier stated and I will reiterate that the Finance Director took a very careful look, him and I worked very closely together on this, and he was very satisfied with everything that we are recommending this evening.

Toy stated we're the check and balance to that, so we have to ask these questions, at least I do, so that when people ask me at least I can come back with why did somebody get this X amount of kind of situation, so just to be clear, that's all. Thank you very much.

Councilmember McCullough stated looking at the survey around the neighboring communities, I guess some more detail as to how you guys came up with the new minimum of 98,000.00 because I'm looking through a lot of the corresponding communities and I know Ann Arbor is obviously starting at \$117,000.00, max of \$152,000.00, but it seems like a lot of the communities around do start right around our current Step 1. I look at this and obviously re-inventing the salary schedule is very imperative, we have to make sure that we're a destination and bringing in the best, I totally agree with that. It's just that was the only thing that really stuck out that's worthy of a question.

Maier replied that the starting pay is very similar but if you look at the maximum salary, we're the lowest, and that's what people look at when they're considering a move.

McCullough said and now the question is and maybe this was answered, I'm not sure, if it's an external candidate that gets hired, do they automatically start at a Step 1, or is that part of the negotiation process?

Maier replied that's not part of the negotiation process, however, the comp plan does allow additional steps but up to a max, up to a max of Step 3.

McCullough said so Step 3 is going to be, if all of a sudden you guys get somebody that is just phenomenal and this is what they want, it gives you a little negotiating power and Maier replied exactly.

McCullough stated I do think that these are needed for the increase, I do think that the maximum as well, you know it might have been better to look at a little higher. The low, I'm not going to fight over it but I think it's a great step and I'll be in support of it.

Councilmember Toy offered an approving resolution for the Regular Agenda.

Vice President Bahr said it appears from looking at these two positions, and I know we'll be handling the other one separately, but that there's a fairly consistent percentage increase among the steps; for my own curiosity, is that the case across all of our director positions? I see it's pretty similar between these two, would I see a similar percent step up from Step 1 through 5 on the others and Maier replied that is consistent through all these positions within the City, every step increase is approximately 4%.

Bahr said I appreciate Councilman McCullough's insight looking at the minimums, I actually hadn't noticed that but that would at least provide some explanation as to where that comes from.

DIRECTION:

APPROVING

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

19.

Civil Service
December 2, 2021

MEETING DATE

December 1, 2021

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

REQUEST TO APPROVE INCREASE IN COMPENSATION FOR THE DIRECTOR OF HUMAN RESOURCES: Department of Civil Service, re: to be in the same compensation range as other Human Resource Directors in comparable communities.

BACKGROUND

November 19, 2021

Honorable Members of City Council
City of Livonia

Subject: Request for a Salary Adjustment for the Human Resources Director Position

Dear Council Members:

At the Civil Service Commission meeting of November 17, 2021, with Chairperson Roger L. Spence and Commissioner Charlotte S. Mahoney being present, with minutes to be approved on December 15, 2021, the Civil Service Commission approved the following resolution:

Upon a motion by Ms. Mahoney, seconded by Chairperson Spence, and adopted, it was

21-170 RESOLVED, that having reviewed the letter dated November 8, 2021, from Maureen Miller Brosnan, Mayor, requesting a salary adjustment for the Human Resources Director position, the Civil Service Commission does hereby approve the request for a salary adjustment for the Human Resources Director position and submits the same to City Council for their review and consideration.

Attached is a copy of Mayor Brosnan's letter for your review.

If you have any questions concerning this matter, please call me at (734) 466-2527.

Thank you for your consideration.

Sincerely,

Denise C. Maier

Human Resources Director

RECOMMENDATION

To be approved as submitted

FISCAL CONSIDERATION

ATTACHMENTS

1. Packet to Council Transmitting Human Resources Director Salary Increase

APPROVED BY



Date: November 19,
2021

Denise C. Maier, SPHR, Human Resources
Director



Date: November 19,
2021

Michael Slater, Finance Director



Date: November 19,
2021

Paul Bernier, City Attorney



Date: November 23,
2021

Maureen Miller Brosnan, Mayor

CIVIL SERVICE DEPARTMENT

MAUREEN MILLER BROSNAN
MAYOR

CIVIL SERVICE COMMISSION

ROGER L. SPENCE, CHAIRPERSON
CHARLOTTE S. MAHONEY, COMMISSIONER
JAMES WENSON, COMMISSIONER



MEMBER IPMA-HR /SHRM
International Public Management Association
for Human Resources
Society for Human Resources Management

DENISE C. MAIER, SPHR
HUMAN RESOURCES DIRECTOR

November 19, 2021

Honorable Members of City Council
City of Livonia

Subject: Request for a Salary Adjustment for the Human Resources Director Position

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Attached is a copy of Mayor Brosnan's letter for your review.

If you have any questions concerning this matter, please call me at (734) 466-2527.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Denise C. Maier".

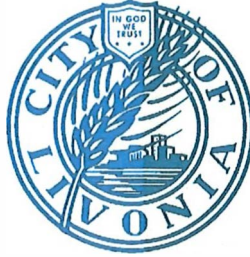
Denise C. Maier
Human Resources Director

je

cc: Mayor; City Clerk; City Attorney; Director of Finance; Civil Service Commission;
File

OFFICE OF THE MAYOR

MAUREEN MILLER BROSNAN
MAYOR



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
mayor@livonia.gov
(734) 466-2201

November 8, 2021

TO: Civil Service Commission
RE: Human Resources Director Salary Adjustment

Dear Commissioners,

I am requesting your concurrence with a salary adjustment for the position of Director of Human Resources.

As you know, this is one of the most vital leadership positions in the city. A wide range of expertise and proficiency is required in administering effective hiring policies, developing and managing benefits administration, negotiating collective bargaining agreements, initiating training and coaching, handling employee grievances, and so much more. The COVID-19 pandemic has added even more layers to the responsibilities.

Going through the process of hiring a Human Resources Director has provided an informative perspective on the salary expectations of candidates who have reached the final stages of the process, with several top candidates requesting pay rates beyond the current salary level.

Additionally, our team conducted an extensive examination of human resources director salaries in comparable communities, as shown in the attached document. This shows our salary level is below the communities that we look to for comparisons. At the starting level, Livonia's salary level averages \$4,701 below the comparable communities, while at the maximum level Livonia's pay is \$17,842 lower, putting us at a competitive disadvantage when hiring for this position.

With those facts in hand, I am proposing that the starting annual salary (Step 1) for this position be changed from \$90,417.60 to \$98,009.60, with corresponding increases up to Step 5, as shown in the draft wage rate schedule shown below.

DRAFT

CITY OF LIVONIA
2019-2022 WAGE RATE SCHEDULE
EFFECTIVE 12/1/2019

CLASSIFICATION		2%		2.5%		3%	
		2019-2020		2020-2021		2021-2022	
		HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
HUMAN RESOURCES DIRECTOR	STEP 1	41.17	85,633.60	42.20	87,776.00	43.47	90,417.60
	STEP 1.5	41.93	87,214.40	42.98	89,398.40	44.27	92,081.60
	STEP 2	42.76	88,940.80	43.83	91,166.40	45.14	93,891.20
	STEP 3	44.43	92,414.40	45.54	94,723.20	46.91	97,572.80
	STEP 4	46.17	96,033.60	47.32	98,425.60	48.74	101,379.20
	STEP 5	48.03	99,902.40	49.23	102,398.40	50.71	105,476.80
HUMAN RESOURCES DIRECTOR (Proposed)	STEP 1					47.12	98,009.60
	STEP 1.5					48.04	99,923.20
	STEP 2					49.01	101,940.80
	STEP 3					50.92	105,913.60
	STEP 4					52.96	110,156.80
	STEP 5					55.05	114,504.00

I hope you will agree with my determination that this change is an important step for competitively compensating the Human Resources Director position. Thank you for your consideration of this request.

Sincerely,



Maureen Miller Brosnan
Mayor

Salary Survey - Summary Results
Livonia Leadership Staff
As of August, 2021

	Livonia			City of Ann Arbor			Canton Township			City of Farmington Hills			City of Novi		
	Annual Salary 2021-2022			Annual Salary 2021-2022			Annual Salary 2020-2021			Annual Salary 2021-2022			Annual Salary 2021-2022		
							No information for 2022								
Position	Min	Max	Actual	Min	Max	Actual	Min	Max	Actual	Min	Max	Actual	Min	Max	Actual
Human Resources Director	\$90,417.60	\$105,476.80	\$105,746.80	\$117,499.00	\$152,748.00	\$125,000.00	\$92,149.00	\$117,797.00	\$117,797.00	N/R	N/R	\$121,060.00	\$88,566.00	\$132,849.00	\$118,249.00

	Livonia			City of Troy			City of Westland			City of Dearborn			City of Southfield**		
	Annual Salary 2021-2022			Annual Salary 2020-2021			Annual Salary 2020-2021			Annual Salary 2020-2021			Annual Salary 2020-2021		
				No information for 2022			No information for 2022			No information for 2022			No information for 2022		
Position	Min	Max	Actual	Min	Max	Actual	Min	Max	Actual	Min	Max	Actual	Min	Max	Actual
Human Resources Director	\$90,417.60	\$105,476.80	\$105,746.80	\$91,805.00	\$123,937.00	\$116,836.00	\$90,347.00	\$106,291.00	\$106,291.00	N/R	N/R	\$116,167.00	\$90,347.00	\$106,291.00	\$106,291.00

	Livonia			City of Sterling Heights			Overall Comparables Average			Overall Difference		
	Annual Salary 2021-2022			Annual Salary 2020-2021			Annual Salary			Annual Salary		
				No information for 2022								
Position	Min	Max	Actual	Min	Max	Actual	Min	Max	Actual	Min	Max	Actual
Human Resources Director	\$90,417.60	\$105,476.80	\$105,746.80	N/R	N/R	\$147,564.00	\$95,118.83	\$123,318.83	\$119,472.78	(\$4,701.23)	(\$17,842.03)	(\$13,725.98)

*The City of Warren did not respond to the survey
** Information provided by MML or CWW (No response from City)
N/R = No Response

HUMAN RESOURCES DIRECTOR MARKET SALARIES

MUNICIPALITY	MIN	MED	MAX	ACTUAL
ANN ARBOR	\$117,499.00	\$135,123.50	\$152,748.00	\$125,000.00
CANTON TWP	\$92,149.00	\$104,973.00	\$117,797.00	\$117,797.00
TROY	\$91,805.00	\$107,871.00	\$123,937.00	\$116,836.00
LIVONIA	\$90,417.60	\$97,947.20	\$105,476.80	\$105,746.80
SOUTHFIELD	\$90,347.00	\$98,319.00	\$106,291.00	\$106,291.00
WESTLAND	\$90,347.00	\$98,319.00	\$106,291.00	\$106,291.00
NOVI	\$88,566.00	\$110,707.50	\$132,849.00	\$118,249.00
STERLING HEIGHTS	N/R	N/R	N/R	\$147,564.00
FARMINGTON HILLS	N/R	N/R	N/R	\$124,510.00
DEARBORN	N/R	N/R	N/R	\$116,167.00

N/R = No Response

HUMAN RESOURCES DIRECTOR

MARKET SALARIES HUMAN RESOURCES DIRECTOR (MIN)	
ANN ARBOR	\$117,499.00
CANTON TWP	\$92,149.00
TROY	\$91,805.00
LIVONIA	\$90,417.60
WESTLAND	\$90,347.00
SOUTHFIELD	\$90,347.00
NOVI	\$88,566.00
STERLING HEIGHTS	N/R
FARMINGTON HILLS	N/R
DEARBORN	N/R

MARKET SALARIES HUMAN RESOURCES DIRECTOR (MAX)	
ANN ARBOR	\$152,748.00
NOVI	\$132,849.00
TROY	\$123,937.00
CANTON TWP	\$117,797.00
WESTLAND	\$106,291.00
SOUTHFIELD	\$106,291.00
LIVONIA	\$105,476.80
STERLING HEIGHTS	N/R
FARMINGTON HILLS	N/R
DEARBORN	N/R

MARKET SALARIES HUMAN RESOURCES DIRECTOR (MED)	
ANN ARBOR	\$135,123.50
NOVI	\$110,707.50
TROY	\$107,871.00
CANTON TWP	\$104,973.00
WESTLAND	\$98,319.00
SOUTHFIELD	\$98,319.00
LIVONIA	\$97,947.20
STERLING HEIGHTS	N/R
FARMINGTON HILLS	N/R
DEARBORN	N/R

N/R = No Response

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 1, 2021**

Meeting was called to order in the Auditorium of City Hall, 33000 Civic Center Drive, at 8:00 p.m. by President Kathleen McIntyre. Present: Brandon McCullough, Rob Donovic, Jim Jolly, Laura Toy, Scott Bahr, Cathy White and President Kathleen McIntyre. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Lori Miller, Deputy Clerk; LaShawn Thomas, Director of Governmental Affairs; Mike Slater, Director of Finance, Don Rohraff, Director of Public Works; Denise Maier, Director of Human Resources; Brandie Isaacson, Director of Housing; Sara Kasprowicz, Manager of Council Office; and Mayor Maureen Miller Brosnan.

3. REQUEST TO APPROVE INCREASE IN COMPENSATION FOR THE DIRECTOR OF ADMINISTRATIVE SERVICES & CHANGE IN TITLE: Department of Civil Service, re: to align with the current salaries of Department Heads with similar responsibilities.

Mayor Maureen Miller Brosnan presented this request to Council. She stated the same process was used to determine the salary range that we just talked with the Director of Human Resources to determine salary range for the Director of Administrative Services with one exception: by the time it got to the Personnel Review Committee one of the members happens to be the Director of Administrative Services. So, they removed themselves from the process. So, additionally we are asking that the title be changed to Chief of Staff just to more clearly reflect the work that is being performed in that position and reflect a title that's more commonly used in government. It helps people find where to go to get answers quicker. The Director of Administrative Services/Chief of Staff position is a vital leadership position in the City. It demands a comprehensive knowledge of the overall function of the City. The Director is responsible for working with the Mayor to lead and implement various strategic planning processes across the Leadership Team structure. We spend an awful lot of time these days talking about that structure and the importance of breaking down the silos of government and the Chief of Staff is largely responsible for making sure that there is communication among departments in an effort to break down those silos and afford us a more expeditious way to do business. They're also responsible for providing the Leadership Team with important information so that it facilitates a more efficient decision-making process. They bring about more collaboration with the Leadership Team, help to determine the priorities for projects without a lot of plates spinning at the same time. And so often times the Chief of Staff helps to make sure the department heads know which of those plates need to come in for a landing now because we're on a deadline. There's also a lot of work that goes into determining performance measures, the Chief of Staff works with me a great deal in determining what the annual goals are for each one of our departments, what the measurements are for success and whether or not those measurements are met. They are an amazingly important person in the organization, in addition to all of that,

managing a support staff within the Executive Office. So, after an extensive examination of the Director of Administrative Services position and their salary levels, looking at different department heads within our own structure, and then also looking at department heads at that same level in other communities that we often compare ourselves to. At the starting level we find ourselves averaging \$21,166.77 below comparable communities; while at the maximum Livonia's pay is \$36,103.67 on average lower, again, putting us at a competitive disadvantage when we're looking to hire somebody in that position. So, we are proposing that the starting salary be changed from \$85,134.00 to \$102,585.60 with corresponding increases up to Step 5 and the wage rate schedule, again, it's in your packet so if you have a chance to take a look at that, that's all available. And again, if you have questions, Denise is here to help you understand all of it.

Councilmember Toy stated help me understand this for now and in the future. When we really change that job title to Chief of Staff, is there any kind of requirement for any kind of education, is this a political appointment so to speak then or is this a Civil Service kind of thing, I'm not sure and I broke my computer so you'll have to bear with me because Jim doesn't share. So, those are the two questions I have. Maier replied nothing else changes and this would not be required to go through the Commission because it's not a Civil Service Commission position, it's an appointed position. But as far as – I'm not sure what you mean by education.

Toy replied well, people graduate with Master's degrees in Public Administration, we have some excellent facilities around the area and a lot of folks --- I know in Lansing there are many chiefs of staff and they don't require, as is being proposed here, it is a political appointment, that's why I asked, I just wanted to see where we're at.

Maier stated it is a Mayoral appointee.

Councilmember Donovic stated Councilwoman Toy essentially asked my question, if this position is already protected by Civil Service or is it an appointed political position that any mayor can bring in whoever that mayor wants and Maier replied that's correct, it's an appointed position.

Councilmember McCullough asked Maier, out of these, and I think if I'm looking at the comparisons, it's kind of a touch one because you want to keep apples to apples rather than apples to oranges and I know that there are certain ICMA communities that have a City Manager run city, and then obviously you have a strong mayor component. I know on the list Novi is an ICMA, Farmington Hills I believe is an ICMA, the only one on here, I believe is Sterling Heights, that would be a strong mayor position and Dearborn. So, obviously that goes into, if you're looking through the ICMA salary survey, I guess any way you look at it from both vantage points of a strong mayor or an ICMA, if this was an assistant city manager, chief of staff, whatever you cut it down to in charge of administration, to me I was very surprised and taken back at how low it really was. Compared to neighboring communities of size and the responsibility, I mean you have an administrative director that is getting paid probably less than half of the colleagues in a director level. Obviously then you

throw the mayor appointment there, it becomes interesting. But out of this the only two is Dearborn, Sterling Heights, and then was there any other ones on this list? I know that Warren would be a strong mayor position, you don't know what they're making, do you?

Maier replied we did reach out to all of those communities but we did not get a response, Dearborn, they were going through transition and Sterling Heights did not respond so that's why they're on your chart but there's no response from them.

Councilmember McCullough offered an approving resolution for the Regular Agenda.

Councilmember Jolly stated although this is a mayoral appointment, the person who has been in this role has been there for at least ten, probably fifteen, if not more years and has provided an amount of consistency through various different mayoral administrations. And in considering this and I know we're not considering the person specifically, but we do have a track record of it not being a political appointment per se in the traditional sense where there has been a consistency and appreciation for people from administration and administration keeping the role, I just think that's worth pointing out.

Vice President Bahr asked Maier when the salary was last increased for this position and Maier replied she has been here for seven years and they haven't looked at any of these three pay scales. Going off what Councilman Jolly said and that's actually something that I've appreciated from this city for a long time across all of our director positions, is that we've had a lot of consistency there and I think it's part of what makes our government run so smoothly, that we don't have this wholesale changeover every time a new mayor comes in. I actually understand the rationale for asking for this, however, I'm going to offer resolution for Committee of the Whole and I'll tell you why because there's no significant changes in that office over the last couple years and I wasn't necessarily interested in having this conversation now but I don't really feel comfortable talking about this position until we look comprehensively at that office as a whole. I don't want to get into any detail tonight because we're dealing with millions of people and just on a personal level people that are friends of mine, but the fact of the matter is we essentially have three directors in that office in a place where we used to have one. And I know that some are in different departments but if you actually look at the work that's being done and how it's been organized, it's structured very differently than what it used to be. And so while I'm open to the rationale on this, I don't think it's a good idea to be talking about this level of increase with this position without looking at that office as a whole and what makes sense. So I'm going to offer this for Committee so we can have that discussion.

Councilmember Donovic asked if we as a city are increasing wages for entry level employees or employees that aren't department heads at the same rate that we are our department heads; is there a consistent level to have increases for employees at the very base level, other than the department head?

Maier replied we are consistently reviewing different positions and their classifications

and their salary ranges. But we don't have the resources to do a comprehensive salary study to make those sweeping changes. So, you will be seeing more of this coming forward. I will let you know that everybody got their December 1st increase today, obviously, so everybody's pay is going up and they all know that. But as far as looking at ranges, making sure they're still comparable, many of our entry level positions are above our comparables but we are consistently taking pieces of the work force to make sure that we're not seeing this type of disparity, so we are looking at all of our positions. We've been before you numerous times already for different salary ranges and changes and title changes and so on and so forth and we're not finished yet.

Councilmember Toy stated I'd just like to say like you said in seven years as we look at – and I'm not only talking department heads—I think the employees as a whole in this city have done a fabulous job and we've recognized them in other ways, both telling them how proud we are of them and in handling them in these uncertain times and circumstances, so I'm just happy to know that I serve in a city that has money to spend and especially when it comes to our employees. I think that's so critical as others have pointed in a well run city, with good backgrounds, good educational components and just good minds and cooperation that we have here. And you know that probably much better than I do, Denise, because you've run that department for seven years and you've heard the good, the bad and the ugly, I'm sure, and I don't mean to be rude, I just mean it can be a challenge. I've worked in other communities that don't have that kind of cooperation and it can get real nasty. So, you know, I applaud everyone, and I'm not only talking directors here, I'm talking about the overall umbrella here that I think we've done a good service to our employees, maybe some would disagree with me but that's okay, that's the business we're in up here. But honestly, thank you for your service and the recommendations you've come forward with as well, appreciate it. Hopefully we'll get somebody just as qualified.

DIRECTION:

1)APPROVING

REGULAR

2)COMMITTEE OF THE WHOLE



LETTER TO THE LIVONIA CITY COUNCIL

20.

Civil Service
December 2, 2021

MEETING DATE

December 1, 2021

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

REQUEST TO APPROVE INCREASE IN COMPENSATION FOR THE DIRECTOR OF ADMINISTRATIVE SERVICES & CHANGE IN TITLE: Department of Civil Service, re: to align with the current salaries of Department Heads with similar responsibilities.

BACKGROUND

November 19, 2021

Dear Council:

I am requesting a salary adjustment for the position of Director of Administrative Services. This, along with a change in title to Chief of Staff, recognizes the ever-increasing level of responsibility Dave Varga has assumed since he was appointed to the position in 2008.

In addition to the salary increase being commensurate with the expanded duties the Director of Administrative Services has assumed, it considers comparative salaries in the region and aligns better with the current salaries of Livonia department heads with similar levels of responsibility.

For these reasons, I would like to request the Council approve the following salary structure for the Chief of Staff.

Thank you for your consideration of this request.

Sincerely,

Maureen Miller Brosnan
Mayor

RECOMMENDATION

Approve as submitted

FISCAL CONSIDERATION

ATTACHMENTS

1. Packet to Council Transmitting Chief of Staff Salary Increase

APPROVED BY



Date: November 19,
2021

Denise C. Maier, SPHR, Human Resources
Director



Date: November 22,
2021

Michael Slater, Finance Director



Date: November 22,
2021

Paul Bernier, City Attorney

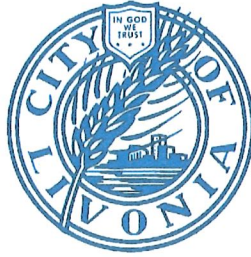


Date: November 23,
2021

Maureen Miller Brosnan, Mayor

OFFICE OF THE MAYOR

MAUREEN MILLER BROSNAN
MAYOR



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
mayor@livonia.gov
(734) 466-2201

November 19, 2021

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Maureen Miller Brosnan
Mayor

DRAFT

**CITY OF LIVONIA
2019-2022 WAGE RATE SCHEDULE
EFFECTIVE 12/1/2019**

<u>CLASSIFICATION</u>		2%		2.5%		3%	
		2019-2020		2020-2021		2021-2022	
		<u>HOURLY</u>	<u>ANNUAL</u>	<u>HOURLY</u>	<u>ANNUAL</u>	<u>HOURLY</u>	<u>ANNUAL</u>
CHIEF OF STAFF (DIRECTOR ADMINISTRATIVE SERVICES)	STEP 1	38.77	80,641.60	39.74	82,659.20	40.93	85,134.40
	STEP 1.5	39.57	82,305.60	40.56	84,364.80	41.78	86,902.40
	STEP 2	40.29	83,803.20	41.30	85,904.00	42.54	88,483.20
	STEP 3	41.90	87,152.00	42.95	89,336.00	44.24	92,019.20
	STEP 4	43.58	90,646.40	44.67	92,913.60	46.01	95,700.80
	STEP 5	45.33	94,286.40	46.46	96,636.80	47.85	99,528.00
CHIEF OF STAFF (DIRECTOR ADMINISTRATIVE SERVICES) (Proposed)	STEP 1					49.32	102,585.60
	STEP 1.5					50.31	104,644.80
	STEP 2					51.29	106,683.20
	STEP 3					53.34	110,947.20
	STEP 4					55.48	115,398.40
	STEP 5					57.70	120,016.00

Salary Survey - Summary Results
Livonia Leadership Staff
As of August, 2021

	Livonia			City of Ann Arbor			Canton Township			City of Farmington Hills			City of Novi		
	Annual Salary 2021-2022			Annual Salary 2021-2022			Annual Salary 2020-2021			Annual Salary 2021-2022			Annual Salary 2021-2022		
							No information for 2022								
<u>Position</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>
Chief of Staff	\$85,134.40	\$99,528.00	\$99,528.00	\$104,469.00	\$135,810.00	\$115,500.00	\$119,202.00	\$119,202.00	\$119,202.00	N/R	N/R	\$141,419.00	\$106,279.00	\$159,419.00	\$137,299.00

	Livonia			City of Troy			City of Westland			City of Dearborn^^			City of Southfield**		
	Annual Salary 2021-2022			Annual Salary 2020-2021			Annual Salary 2020-2021			Annual Salary 2020-2021			Annual Salary 2020-2021		
				No information for 2022			No information for 2022			No information for 2022			No information for 2022		
<u>Position</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>
Chief of Staff	\$85,134.40	\$99,528.00	\$99,528.00	\$111,084.00	\$149,964.00	\$144,972.00	\$95,367.00	\$112,196.00	\$112,196.00	N/R	N/R	\$142,219.00	\$101,406.00	\$137,199.00	\$122,489.00

	Livonia			City of Sterling Heights			Overall Comparables Average			Overall Difference		
	Annual Salary 2021-2022			Annual Salary 2020-2021			Annual Salary			Annual Salary		
				No information for 2022								
<u>Position</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>
Chief of Staff	\$85,134.40	\$99,528.00	\$99,528.00	N/R	N/R	\$204,370.00	\$106,301.17	\$135,631.67	\$137,740.67	(\$21,166.77)	(\$36,103.67)	(\$38,212.67)

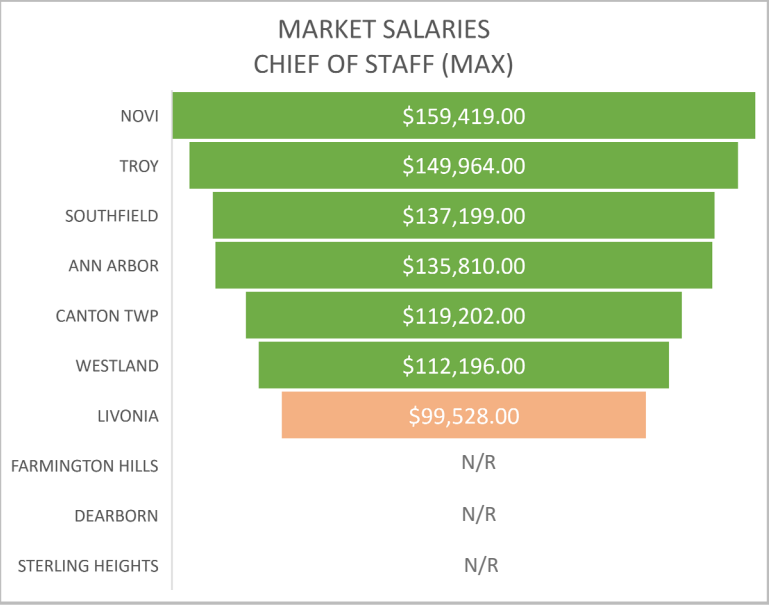
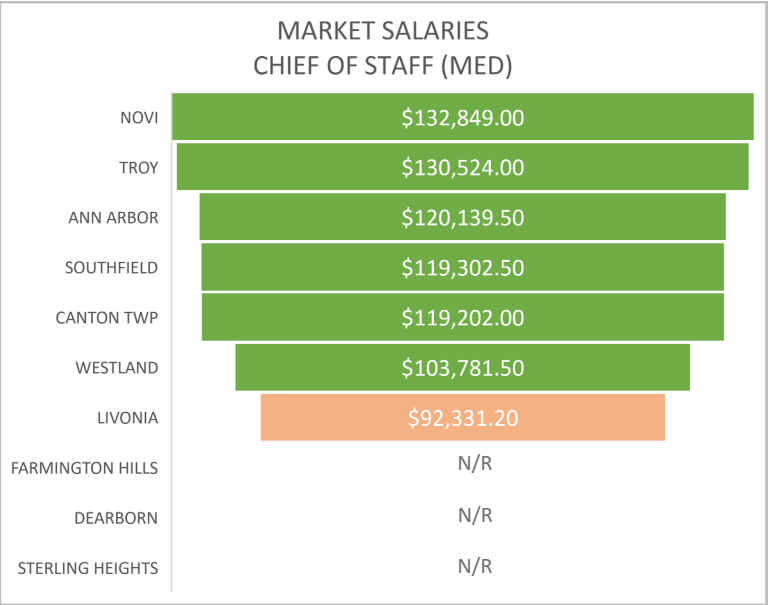
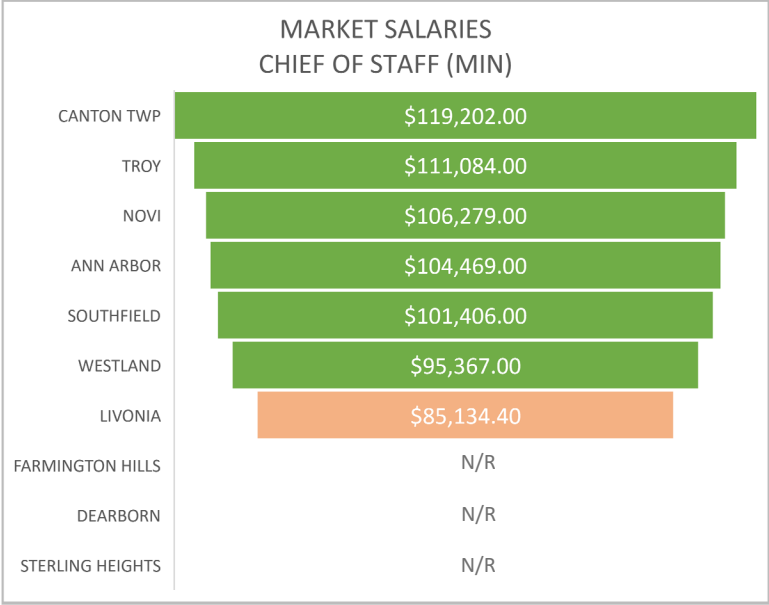
*The City of Warren did not respond to the survey
** Information provided by MML or CWW (No response from City)
N/R = No Response

**CHIEF OF STAFF
MARKET SALARIES**

MUNICIPALITY	MIN	MED	MAX	ACTUAL
CANTON TWP	\$119,202.00	\$119,202.00	\$119,202.00	\$119,202.00
TROY	\$111,084.00	\$130,524.00	\$149,964.00	\$144,972.00
NOVI	\$106,279.00	\$132,849.00	\$159,419.00	\$137,299.00
ANN ARBOR	\$104,469.00	\$120,139.50	\$135,810.00	\$115,500.00
SOUTHFIELD	\$101,406.00	\$119,302.50	\$137,199.00	\$122,489.00
WESTLAND	\$95,367.00	\$103,781.50	\$112,196.00	\$112,196.00
LIVONIA	\$85,134.40	\$92,331.20	\$99,528.00	\$99,528.00
STERLING HEIGHTS	N/R	N/R	N/R	\$204,370.00
DEARBORN	N/R	N/R	N/R	\$142,219.00
FARMINGTON HILLS	N/R	N/R	N/R	\$141,419.00

N/R = No Response

CHIEF OF STAFF



N/R = No Response

**CITY OF LIVONIA
PUBLIC HEARING**

Minutes of Meeting Held on Monday, December 6, 2021

A Public Hearing of the Council of the City of Livonia was held at the Livonia City Hall Auditorium on **Monday, December 6, 2021**.

MEMBERS PRESENT: Kathleen E. McIntyre, President
Scott Bahr, Vice President
Jim Jolly
Rob Donovic

MEMBERS ABSENT: Laura M. Toy
Brandon McCullough
Cathy K. White

OTHERS PRESENT: Paul Bernier, City Attorney
Mark Taormina, Planning and Economic Dev. Director
Jacob Uhazie, Planning and Economic Dev. Coordinator
Sara Kasprowicz, Recording Secretary

The Public Hearing was called to order at 7:02 p.m. with President Kathleen McIntyre presiding. This item is regarding a request for approval of an Industrial Facilities Exemption Certificate to accommodate an advanced extrusion line which will add qualified new jobs for fifty (50) individuals, located at 39001 Schoolcraft Road, Livonia, MI 48150. (Industrial Development Overlay District #112). This item will move to the Regular Meeting of **December 13, 2021**.

The Public Hearing is now open. There were 2 people in the audience.

McIntyre: Good evening, Mr. Taormina, are you going to...

Taormina: Yes, madam President, I'd be happy to. This is a public hearing item that involves a tax abatement request by International Extrusions. They are located on the south side of Schoolcraft Road, just east of Eckles. International Extrusions are Intex, owns a 105,000 square foot industrial building, where the company manufactures a variety of high-quality products through a process called aluminum extrusion machining. Originally built in the 1940's for a company called Century Spray Corporation. The building was later occupied by Ingersoll-Rand and then by Cinetic Fives Corporation. It was in August of 2019 that 39001 LLC, a holding company for Intex acquired this property. They are seeking approval of a facilities exemption certificate on a capital investment, totaling approximately 12.5 million dollars. Of this amount, nearly 5 million dollars is in the form of real property improvements for the construction of a 32,000 square foot addition on the west side of the building, for an additional extrusion manufacturing line. Over the next three years, the investment will result in sixty-three (63) new jobs, supplement with the

requested tax abatement, the MEDC is awarding a Michigan Business Development grant to the program in the amount \$189,000. With a full capital investment, real property improvements and assuming a commensurate increase in the taxable value of the 2.42 million dollars, the first-year taxes with the abatement in place, would be about \$78,000. This is versus about \$142,000 without an abatement. This represents an annual savings of roughly \$65,000 for the company. After twelve (12) years, the life of the abatement would represent a total savings of approximately \$768,000. That's measured in today's dollars and valuations. With the IFEC, the City's portion is roughly \$16,170. As an eligible manufacturer, International Extrusions is exempt from paying personal property taxes and instead, pays an essential service assessment, a small portion of which is paid back to the city each year. Approval of the tax abatement will not impact any existing tax assessments. Submitted with the application is a signed letter of agreement. The company is applying for a twelve (12) year incentive as recommended by Livonia Tax Incentive duration guidelines. This evening, we have George Gazepis, he works for the company. I met George back in the late Spring of 2019 we were introduced by another company here in Livonia, prior to when Intex acquired the property. Since then, we've been working with this company towards improvement and we are happy now to present this project, which is a substantial investment in the City of Livonia, thank you.

Jolly: I'll offer an approving.

McIntyre: Yes, Mr. Bahr, did you have something?

Bahr: Mark, you said \$768,000 over twelve (12) years of savings and said \$16,000 for the City. Is that \$16,000 total over the twelve (12) years?

Taormina: I probably should have explained that better, no, \$16,000 dollars, that's what will net the city each year in tax revenue. That's versus about \$32,000.

Bahr: So, sixteen (16) for the City would have been thirty-two (32), so sixteen (16) per year?

Taormina: That is correct.

Bahr: Ok, it was probably rolled into what you said, sorry I ask this, because I've been on Council awhile, but we don't deal with this every day, can you just give me the quick synopsis again on how this works? How this one is structured? In general.

Taormina: The investment. What they will do, is they'll receive, instead of paying ad valorem taxes on the increased value, they'll receive a certificate in lieu of that being on their taxes. They'll pay their taxes based on that certificate, which is a reduced amount. Of course, these are all rough estimates. These are estimates based on the information that we received from the company and also using information from the Assessment office.

Bahr: So, we are more or less holding the value for twelve (12) years?

Taormina: The value will be allowed, yes, it will apply the taxes to the certificate. There will still be an increase in the valuation of the property and then once the abatement has expired, then it goes back up to the original taxable value.

Bahr: Got it, thank you. I know I've dealt with a number of these.

Taormina: These are actually our first two abatements of the year, I believe.

McIntyre: It has been a while. Councilmember Donovic.

Donovic: Thank you, madam President. Through the Chair to Mr. Taormina. At the end of that twelve (12) years or whatever the year City Council approves, it could be ten (10) years, right, it is up to City Council to decide the timewise. At the end of that timeline, the City taxes will jump back up to the current day and they'll receive a big increase at that time, right?

Taormina: Yeah, the abatement will cease, and they'll pay taxes on the full valuation.

Donovic: There isn't a phased approach, its just the following tax year, they'll pay the new amount. How many of these do we have here throughout the city?

Taormina: That's a good question, I'd have to go back, because the ones that were granted, expire. Every year, we might have one or two. I will tell you that in your assessment that you receive every year, the numbers are in there. The companies that are still working under a tax abatement.

Donovic: Thank you Mr. Taormina, I appreciate it.

McIntyre: All right, we have an approving offered by Councilmember Jolly, if no one else has any questions we can move on to the second item.

Taormina: Thank you. Thanks, Mr. Gazepis, I guess you don't have to speak.

McIntyre: This will go on the voting meeting, our Regular meeting next Monday, a week from today, and that's a 7:00p meeting.

Gazepis: Should we be represented at that meeting?

McIntyre: It's a good idea since we don't have all members of Council here this evening.

Gazepis: Will we get notice?

McIntyre: If you send Mark your email address, we'll make sure Sara sends you a copy of the agenda. Thank you very much for being here.

Gazepis: I could tell you guys a little history of the company. I worked for various parts of the company since 1963.

McIntyre: That's the same age I am.

Gazepis: No, I was working in 1963. The company started back in the 1950's. Do you have a little time?

McIntyre: Please do, we're always interested in learning about the interesting history of the Livonia businesses, so we would be interested in hearing.

Gazepis: The company started in the 1940s after World War II in Detroit, Michigan. We had a large presence in the northeast part of Detroit, near Hamtramck. We had three (3) buildings. We actually started manufacturing aluminum storm windows and aluminum storm doors, aluminum siding and aluminum awning components. Those were the businesses we were in. Nick's father, I worked for those year, I had a great idea, at that time, we were making storm windows indoors, but he kind of set up a dealer network, where they were buying their aluminum, including parts, corners, everything but the glass, vinyl, weather stripping for the storm windows and storm doors, he developed a dealer network all over the U.S. and there was a little problem. We were buying the aluminum extrusions using them ourselves, obviously, and the dealers were making pretty-much our windows and our doors, but we had trouble supplying things. We were having to buy our aluminum from rentals or Keiser, one of those large companies and then a big light came up that said hey, we need to start making our own aluminum. In 1965, we bought our first aluminum extrusion press. I had just started with the company, and I had just went with Marshall, we had bought an existing aluminum, at Mount Elliot and Jefferson, a press in an old building, and we kept it there. Marshall bought a bunch of land in Garden City, which became Garden City Industrial Park. We own four (4) buildings in Garden City Industrial Park. We have four (4) extrusion presses there. There was no room for expansion, and we needed to expand. That's how we got in Livonia. We bought the Fives building, set up an LLC and bought an extra extrusion press, manufactured in Italy, set that up. We had to do some modifications to the building to accommodate it. At that time, we did not apply for a tax abatement. Business got good. Everyone in our industry is very, very busy worldwide. Logistics problems, supplies.

McIntyre: How is your raw material coming along?

Gazepis: Terrible. We had our major supplier in Shelbyville, Kentucky, buy 3.2 million pounds of aluminum a month from those fellas. We have three other vendors and they are all behind. Our major vendor, who is domestic. He is our only domestic. We have him, we have our Canadian vendor, we have a Russian vendor and we have an Indian vendor. All of those guys are behind and some of them are over a month behind, so we continue with trying to keep production as good as we can. From what I understand, the new press is coming, its scheduled to deliver some time in January. The construction for the 32,000

square foot addition is ongoing right now and we plan on getting that thing up and going really, really soon. We're hoping to be in production in a good way by Q2 of 2022.

McIntyre: Mark, did we say there was a two-year construction period included?

Taormina: No, just twelve (12) years.

McIntyre: Ok, we didn't need that. Well, that's excellent.

Gazepis: That's just a little, I mean, I can go on and on, but I'm not going to do that. I'm glad you guys let me talk, are there any questions specific that I can answer?

Jolly: You mentioned that the last extruder was manufactured in Italy. First question, where is the new one manufactured?

Gazepis: Italy.

Jolly: They have the market, I guess.

Gazepis: There is not a machinery company in the United States that manufactures aluminum extrusion presses. We bought a new one from a company in 1973 called Sutton and I don't know if they are still in business. There are no manufactures, that's why we went to Italy. I first thought, the Germans were known for equipment manufacturing, but obviously, the Italians are too, because that press in Livonia is really...

Jolly: My second question is, what percentage of your operations are in Livonia versus Garden City at this point?

Gazepis: Right now, we're about, the machine we have here is so automated. It produces pounds that you wouldn't believe. We're probably 75/25, but with the new machines, we'll be over 50/50. That's with two machines versus four machines in Garden City. Our equipment in Garden City is old with the exception of one, fairly new press.

Jolly: Thank you, sir.

McIntyre: Mr. Donovic.

Donovic: Thank you madam President. Just a quick note, this is funny to say, when I was eighteen (18) years old, my father said I had to get a factory job and learn what it was like to work in a factory, so I actually worked at International Extrusions in Garden City for about three months. It was one of the most miserable jobs I ever had, it was hard work. I loved the staff, they were great, very nice people, but boy oh boy, was it hard work. The saws, it was hot in there and it was pretty busy, right off of Ford Road right there and Henry Ruff, I believe.

Gazepis: We're at Ford Road and Venoy.

Donovic: It was a tough job, long manual days and it set me up for the rest of my life, so I appreciate the experience.

Gazepis: Wonderful, that's great to know.

Donovic: I was going to ask for a tour, but I still have nightmares.

Gazepis: It is very hot in the summer and very cold in the winter.

Donovic: It was very nice there, it was a great place to work, with the comradery there, very cool being here today, looking at this agenda item. Thank you, sir.

McIntyre: Thank you and I'll just say, there is a great appreciation in our community for people that make things. We're proud of our industrial district that was a great foresight on the part of the city and think it's always given this city a true appreciation for people that make things.

Gazepis: We're very, very happy to be in Livonia. Everyone has been cordial; Mark has done great.

McIntyre: Mark is the best.

Gazepis: Mark is a good guy; he knows what he's doing. I have done maybe three or four of these in Garden City, but it has been a long time since we did a 198.

McIntyre: Thank you.

Gazepis: Our Controller put this package together, she's just a wonderful, wonderful person.

McIntyre: Give our best to your entire team.

Gazepis: Thank you very much for having me.

McIntyre: Thank you so much for the history of the company and the education, I've learned a little bit about extruding.

Gazepis: That's just a little bit, but that's ok. I'm glad you worked at International Extrusions.

As there were no further questions or comments, the Public Hearing was declared closed at 7:21 p.m.

PUBLIC HEARING DIRECTION

DECEMBER 6, 2021

APPLICATION FOR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE:

submitted by Pat Slattery, Tooling and Equipment International Corporation, for the addition of a pre-engineered metal building for fabricating complex, light weight metal shapes used for electric vehicles, aerospace, and defense industries, located at 12550 Tech Center Drive, Livonia, MI 48150. (Industrial Development Overlay District #108)

DIRECTION: 1) APPROVING

APPLICATION FOR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE:

submitted by Nick Noecker, International Extrusions, Inc., to accommodate an advanced extrusion line which will add qualified new jobs for fifty (50) individuals, located at 39001 Schoolcraft Road, Livonia, MI 48150. (Industrial Development Overlay District #112)

DIRECTION: 1) APPROVING

**THESE ITEMS ARE TO BE PLACED ON THE
AGENDA FOR THE REGULAR MEETING OF DECEMBER 13, 2021**



LETTER TO THE LIVONIA CITY COUNCIL

21.

Council Office
November 19, 2021

MEETING DATE

December 13, 2021

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

APPLICATION FOR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATES: Nick Noecker, International Extrusions, Inc, re: to accommodate an advanced extrusion line which will add qualified new jobs for fifty (50) individuals, located at 39001 Schoolcraft Road, Livonia, MI 48150. (Industrial Development Overlay District #112)
(Public Hearing held on December 6, 2021)

BACKGROUND

RECOMMENDATION

To consider the approval of an Industrial Facilities Exemption Certificate to accommodate an advanced extrusion line which will add qualified new jobs for fifty (50) individuals, located at 39001 Schoolcraft Road, Livonia, MI 48150.

FISCAL CONSIDERATION

ATTACHMENTS

1. LTC: PH120621
2. PH120621 (International Extrusions) 39001 Schoolcraft (IFEC)
3. PH120621 International Extrusions, Inc (39001 Schoolcraft Road) IFEC ANNOUNCEMENT

APPROVED BY



LETTER TO THE LIVONIA CITY COUNCIL

Council Office
November 9, 2021

MEETING DATE

December 6, 2021

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

Nick Noecker, International Extrusions, Inc, is requesting approval of an Industrial Facilities Exemption Certificate to accommodate an advanced extrusion line which will add qualified new jobs for fifty (50) individuals, located at 39001 Schoolcraft Road, Livonia, MI 48150. (Industrial Development Overlay District #112)

BACKGROUND

RECOMMENDATION

To consider the approval of an Industrial Facilities Exemption Certificate to accommodate an advanced extrusion line which will add qualified new jobs for fifty (50) individuals, located at 39001 Schoolcraft Road, Livonia, MI 48150.

FISCAL CONSIDERATION

ATTACHMENTS

1. PH120621 (International Extrusions) 39001 Schoolcraft (IFEC)
2. PH120621 International Extrusions, Inc (39001 Schoolcraft Road) IFEC ANNOUNCEMENT

APPROVED BY

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7460.

RECEIVED
OFFICE OF THE CITY CLERK
2021 OCT 28 PM 4:51

To be completed by Clerk of Local Government Unit	
Signature of Clerk	Date Received by Local Unit

STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

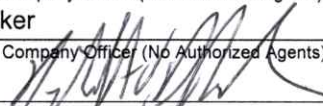
All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) International Extrusions Inc		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3354(SIC) 331318(NAICS)	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 39001 Schoolcraft Road		1d. City/Township/Village (indicate which) Livonia	1e. County Wayne
2. Type of Approval Requested ☒ New (Sec. 2(5)) ☐ Speculative Building (Sec. 3(8)) ☐ Research and Development (Sec. 2(10))		3a. School District where facility is located Livonia	3b. School Code 82905
☐ Transfer ☐ Rehabilitation (Sec. 3(6)) ☐ Increase/Amendment		4. Amount of years requested for exemption (1-12 Years) 12	
5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed. Industrial building addition at above facility address to accommodate an advanced extrusion line. The total capital investment will be \$12.535 million, with \$4.845 million in real property for addition and \$7.690 million of capital manufacturing equipment(extrusion line). The extrusion line is expected to add qualified new jobs of 50 individuals.			
6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.		6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	
6c. Total Project Costs * Round Costs to Nearest Dollar		6d. Total of Real & Personal Costs	
7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.			
Begin Date (M/D/Y)		End Date (M/D/Y)	
Real Property Improvements		Real Property Costs	
Personal Property Improvements		Personal Property Costs	
		Total of Real & Personal Costs	
8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☒ Yes ☐ No			
9. No. of existing jobs at this facility that will be retained as a result of this project. 0 no change in current headcount		10. No. of new jobs at this facility expected to create within 2 years of completion. 50	
11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.			
a. TV of Real Property (excluding land)		NA	
b. TV of Personal Property (excluding inventory)		NA	
c. Total TV		NA	
12a. Check the type of District the facility is located in: ☒ Industrial Development District ☐ Plant Rehabilitation District			
12b. Date district was established by local government unit (contact local unit) 01/28/2008		12c. Is this application for a speculative building (Sec. 3(8))? ☐ Yes ☒ No	

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Alecia Schneider	13b. Telephone Number (734) 427-8700	13c. Fax Number (734) 427-9319	13d. E-mail Address aschneider@extrusion.net
14a. Name of Contact Person Alecia Schneider	14b. Telephone Number (734) 427-8700	14c. Fax Number (734) 427-9319	14d. E-mail Address aschneider@extrusion.net
▶ 15a. Name of Company Officer (No Authorized Agents) Nick Noecker			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number (734) 427-9319	15d. Date 10/26/2021
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 32416 Industrial Rd., Garden City, MI 48135		15f. Telephone Number (734) 427-8700	15g. E-mail Address nnoecker@extrusion.net

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit ☐ Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion ☐ Yes ☐ No ☐ Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable ☐ 1. Original Application plus attachments, and one complete copy ☐ 2. Resolution establishing district ☐ 3. Resolution approving/denying application. ☐ 4. Letter of Agreement (Signed by local unit and applicant) ☐ 5. Affidavit of Fees (Signed by local unit and applicant) ☐ 6. Building Permit for real improvements if project has already begun ☐ 7. Equipment List with dates of beginning of installation ☐ 8. Form 3222 (if applicable) ☐ 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable ☐ 1. Notice to the public prior to hearing establishing a district. ☐ 2. Notice to taxing authorities of opportunity for a hearing. ☐ 3. List of taxing authorities notified for district and application action. ☐ 4. Lease Agreement showing applicants tax liability.		
16c. School Code		
17. Name of Local Government Body		▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury
 State Tax Commission
 PO Box 30471
 Lansing, MI 48909

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

1012 # 8



MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION

PROJECT INFORMATION

Provided by International
Extrusions

of Jobs
over three years:

63

Capital Investment

\$12,500,000

Total Incentive

\$1,110,854

WHY MICHIGAN

#1

in the nation for concentration
of engineers

#8

in the nation with a skilled
trades workforce of more
than 250,000

Top 15

Tax Foundation's
2021 State Business
Tax Climate Index

July 9, 2021

Dear Mr. Nicholas Noecker and the International Extrusions team,

Thank you for giving the Michigan Economic Development Corporation (MEDC) the opportunity to host International Extrusions in Livonia. We stand ready to support your success in Michigan by offering an innovative and competitive workforce, an affordable cost of doing business and a globally connected location. Additionally, when the workday is over, we have the playground of Pure Michigan in our backyard offering endless opportunities to explore.

Based on the information you have provided, we are pleased to offer a package of state and local incentives totaling \$1,110,854 including \$360,214 in state incentives from the State Education Tax Abatement (6 Mill SET) and the Michigan Business Development Program (MBDP). Please see the attached Incentive Profile for a more detailed description of the incentive being offered.

By leveraging Michigan's robust talent pool, business-friendly climate and strategically connected location, International Extrusions has access to everything it needs to grow and thrive here in Michigan. We look forward to working with you to help make Michigan your home. If you have any questions, please contact Andrea Benson at bensona5@michigan.org or (517) 420-1614.

Sincerely,

Stacy Bowerman
Senior Vice President
Business Development Projects and Services

Attachments

cc: Andrea Benson, MEDC
Jibran Ahmed, MEDC
Jacob Uhazie, City of Livonia

International Extrusions INCENTIVE PROFILE

Based on the creation of 63 jobs and \$12,500,000 in capital investment

INCENTIVE	ESTIMATED VALUES
Michigan Business Development Program (MBDP)	\$189,000
State Education Tax Abatement (6 Mill SET)	\$171,214
Property Tax Abatement (PA 198)*	\$750,640
TOTAL VALUE OF PROPOSED INCENTIVE	\$1,110,854

**Please see attached letter from the City of Livonia.*

Acceptance of this incentive package is subject to a business integrity review, background check process, and other general due diligence as required, the results of which are satisfactory to the MEDC, the Office of the Chief Compliance Officer, and related authorities. Proposed incentives are dependent on availability of funds each year through the legislative budget process. Incentive amounts are contingent upon the ability of the project to meet program requirements and are subject to an application review and approval process. Proposed tax abatements will vary based on actual site selected.

To accept this offer please sign, date and return this letter to the Michigan Economic Development Corporation before August 9, 2021. Upon acceptance, this offer will remain active for 90 days while due diligence is conducted, and the Michigan Strategic Fund Board considers the recommendation for incentive support. After August 9, 2021, the proposal may be subject to renegotiation.

The undersigned agrees to accept the above incentives and services proposed by the MEDC subject to the conditions stated in this letter.


Company Representative


Date

Incentive Details

Michigan Business Development Program

One of the 21st Century Jobs Fund's economic incentive programs in Michigan administered by the MEDC is the MBDP or "Program". The MBDP is designed to provide a grant, loan or other economic assistance to qualified businesses that make qualified investments, create qualified new jobs, or both, in Michigan. While the Program is operated and funded through the MSF, recommendations for awards under the Program are presented by the MEDC to the MSF Board. Under the Program, qualified new full time jobs are in addition to jobs already located in Michigan.

State Education Tax Abatement (6 Mill SET)

The MEDC can abate half or all of the 6-mill State Education Tax on new investment when the project presents significant economic benefits to Michigan, and when the project receives a property tax abatement under PA 198 of 1974.

Property Tax Abatement under PA 198 of 1974 (Non-Rehab) (Non-Border County)

Local units of government have the ability to reduce property taxes on new investment by 50% for manufacturers and high-tech businesses. These abatements can last up to 12 years and can provide relief on real property taxes. The local unit of government is responsible.

PLANNING COMMISSION

IAN WILSHAW, Chairman
 GLEN W. LONG, JR., Vice Chairman
 SAM CARAMAGNO, Secretary
 DAVID BONGERO
 ELIZABETH McCUE
 CAROL SMILEY
 PETER H. VENTURA



33000 CIVIC CENTER DRIVE
 LIVONIA, MICHIGAN 48154-3097
 (734) 466-2290 Fax (734) 458-6007

MAUREEN MILLER BROSNAN
 MAYOR

MARK TAORMINA
 PLANNING & ECONOMIC DEVELOPMENT
 DIRECTOR

JACOB UHAZIE
 PLANNING & ECONOMIC DEVELOPMENT
 COORDINATOR

SCOTT O. MILLER
 PLANNER IV

June 28, 2021

Ms. Andrea Benson
 Business Development Manager
 Michigan Economic Development Corporation
 300 N. Washington Square
 Lansing, MI 48913

Dear Ms. Benson,

Please accept this letter of support along with the City of Livonia's commitment to participate in the incentive package being offered by the Michigan Economic Development Corporation (MEDC) for the expansion of International Extrusions' Livonia facility. The City of Livonia fully supports expansion plans proposed by the company and the high paying jobs that this will bring to the community. The City is willing to expedite the review process, assist with permits along with necessary approvals from other agencies, and offer a tax abatement under P.A. 198 of 1974, as amended, to the full extent that the project qualifies while remaining consistent with our economic incentive guidelines and other established property tax abatement policies. Of note, a review of our records indicates that the International Extrusions property under consideration is currently located within an established Industrial Development District.

Please provide this letter to the Michigan Strategic Fund Board as an indication of the City of Livonia's support. We are pleased to work in conjunction with the State of Michigan and Wayne County to secure this project.

Sincerely,

Jacob Uhazie, AICP
 Economic Development Coordinator
 City of Livonia



**MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION**

**EXHIBIT A
MICHIGAN BUSINESS DEVELOPMENT PROGRAM
Performance Based Incentive - Term Sheet - Summary**

The following is a summary of the highlights of the project and basic terms for which the Company desires grant support from the Michigan Strategic Fund ("MSF") under the Michigan Business Development Program ("MBDP").

Date: September 9, 2021

Company Name:	International Extrusions, Inc. and/or its affiliates and subsidiaries.
Project Location:	City of Livonia
MBDP Incentive Type:	Performance Based Grant
Maximum Amount of MBDP Incentive:	Up to \$189,000
Base Employment Level:	At least 230, at the time of first disbursement of funds and thereafter
Qualified New Jobs ("QNJ"):	At least 50 Full-Time Jobs in Michigan
Municipality Supporting Project:	City of Livonia has agreed to provide staff, financial or economic assistance in support of the project.
Start Date for Measurement of Creation of Qualified New Jobs:	Date of MSF Approval
Term of the Agreement:	May 30 th , 2024
Milestone Based Incentive:	Disbursements will be made over a one-year period, and each are contingent upon compliance with the Agreement and performance based on job creation, as follows: \$3,000 per QNJ for the creation of a minimum of 50 jobs up to a maximum of 63 jobs.

The detailed numbers, and statutorily required repayment and reporting provisions, will be reflected in the subsequent transaction documents.

International Extrusions, Inc.

By:

Printed Name:

Its:

[Signature]

Nicholas Noecker

President

Acknowledged as received by:

Michigan Economic Development Corporation

By:

Printed Name:

Its:

[Signature]

Jibran Ahmed

Business Development Project Manager



**MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION**

MICHIGAN BUSINESS DEVELOPMENT PROGRAM Performance Based Incentive - Term Sheet - Definitions

This document contains terms and definitions, which will be used to structure this incentive. While the Michigan Business Development Program ("MBDP") is operated and funded through the Michigan Strategic Fund ("MSF"), recommendation for approval of a MBDP incentive award is presented by the Michigan Economic Development Corporation ("MEDC") to the MSF. Exhibit A will be presented to the MSF for consideration.

Terms and Definitions:

Base Employment Level: The number of jobs maintained in Michigan by the Company based on data submitted by the Company to the MEDC reflecting the Company's statewide employment level in Michigan prior to the proposed project. The Base Employment Level, including identification of the Company data used to establish this level, shall be included in the final MBDP Incentive Award Agreement ("Agreement") between the MSF and the Company. Temporary reductions in the Base Employment Level are permissible prior to the first disbursement of funds, but, subsequently, the Base Employment Level will be required to be maintained through the Term of the Agreement.

Qualified New Job Creation: The minimum number of total Qualified New Jobs ("QNJ") the Company shall be required to create in at the Project Location (above the Base Employment Level), in addition to satisfying other milestones if applicable, to be minimally eligible to receive the full amount of the MBDP Incentive Award. Each Qualified New Job must be a Full-Time Job performed for consideration by either: (i) an individual who is a resident of Michigan, and whose Michigan income taxes are withheld as required, or (ii) an individual who is not a resident of the state and is employed by the Company, provided the employer of the non-resident employee certifies in writing at the time of each Disbursement Milestone that not less than 75% of the employees of the employer at the Project Location are residents of Michigan. Each Qualified New Job must be in excess of the Base Employment Level. The final terms and conditions of the requirements for the minimum number of Qualified New Jobs that must be created, including provisions addressing disbursements of portions of the MBDP Incentive, shall be included in the final Agreement.

Full-Time Job: means jobs performed by an individual who is paid for 35 hours or more per week. "Hours" include all hours paid including, without limitation, straight time, overtime, vacation, personal time, sick time, holiday, bereavement, jury duty, etc. "Week" is defined as any week in which an individual was paid. The actual calculation of "hours" and "weeks" shall include the timeframe from the hire date of the applicable position through the applicable record pull date used on a milestone submission or other applicable head count date.

Company Investment: The Company anticipates investment of up to \$12,500,000 for construction and machinery & equipment, or any combination thereof, for the Project.

Municipality Support: One of the conditions of execution of the final Agreement is the requirement that the municipality shall have committed to provide: The City of Livonia has provided staff, financial or economic assistance.

Disbursement Milestones: The final terms and conditions of each of the disbursements of any portion of the MBDP Incentive award shall be included in the final Agreement, including that before any disbursement is made to the Company, the Company must have: (i) met the Base Employment Level, (ii) subsequently maintain the Base Employment Level through the remainder of the Term of the Agreement, and (iii) maintained any Qualified New Jobs for which disbursements by the MSF have been made, and the Company must otherwise be in compliance with all terms and conditions of the final Agreement, and further shall include:



**MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION**

On **November 30th** of each year, the Company may request disbursement equal to **\$3,000** for each Qualified New Job (up to **63** Qualified New Jobs and not to exceed the total amount of **\$189,000**) upon demonstration that the Base Employment Level and any Qualified New Jobs for which disbursements have previously been made have been maintained, and provided that:

1. On **November 30, 2023**, the Company has created a minimum of at least **50** up to **63** Qualified New Jobs above the Base Employment Level; and

The Company shall receive disbursement for each Qualified New Job only once. Should a Company fail to meet the minimum QNJ requirement, the Company will be in default of the Agreement and the MSF may end all future disbursements.

Repayment Provisions: Repayment provisions are required by law. The repayment terms and conditions will be effective through the Term of the Agreement and shall be defined in the final Agreement. The final repayment provisions may require repayment of some, or all the disbursements made by the MSF, including if the Company moves 25% or more of their employees out of Michigan, if the Company fails to maintain the Base Employment Level in Michigan after first disbursement of funds, and/or if the Company fails to maintain the Qualified New Jobs incented by this Award.

Reporting Requirements: Periodic reporting will be required with this program. The detailed information needed from the Company will be included in the final Agreement but will include Project reporting for such things as: amount of proposed incentive; amount of actual incentive received by Company; amount of proposed and actual investment made by Company for Project; and the committed number of new jobs and the actual number of new jobs created as a result of the Project.

Public Announcements: The Company shall not make, or cause, any announcement of the proposed MBDP Incentive award parameters outlined in this letter before the date of approval by the MSF of the MBDP Incentive award, unless authorized and coordinated with the MEDC. At the request and expense of the MSF or the MEDC, the Company will cooperate with the MSF or the MEDC to promote the Project through one or more of the placement of a sign, plaque, media coverage or other public presentation at the Project or other location acceptable to the Parties.

①

EXHIBIT A

Legal Description

Land in the City of Livonia, County of Wayne, State of Michigan, as more particularly described below:

Situated in the City of Livonia, County of Wayne, State of Michigan

Part of the Northwest 1/4 of Section 30, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, beginning at a point on the North line of said Section 30 distant due East 733.60 feet from the Northwest corner of said Section 30; thence continuing due East 42.81 feet along the North line of said Section 30 to the Southerly right-of-way of Schoolcraft Road (204 feet wide), being a point on a curve concave to the left having a radius of 5531.65 feet and a central angle of 03 degrees 47 minutes 59 seconds; thence along said curve to the left an arc distance of 386.75 feet, whose long chord bears South 81 degrees 10 minutes 05 seconds East 386.68 feet; thence South 03 degrees 35 minutes 43 seconds East 519.89 feet; thence South 89 degrees 52 minutes 20 seconds East 10.00 feet; thence South 00 degrees 07 minutes 33 seconds West 100.40 feet to a point on the Northerly right-of-way line of the Chesapeake and Ohio Railroad; thence along said Northerly right-of-way line North 75 degrees 43 minutes 00 seconds West 555.71 feet; thence North 08 degrees 32 minutes 19 seconds East 545.13 feet to the point of beginning.

Commonly Known As: 39001 Schoolcraft
Parcel Number: 46-118-99-0003-005

4831-4380-5077v7

2

International Extrusions Inc
Complete Extrusion Line
EMMP Personal Property

Description	EST. Instal Date	EST Cost
Extral Technology Complete Extrusion Line Attached PF invoice 26	4/30/2022	6,867,090
Duty on Above	2/28/2022	135,000
Inbound Trucking	2/28/2020	30,000
Unloading	2/28/2020	50,000
Rigging	3/31/2021	100,000
Cooling Tower	4/30/2021	171,000
Heavy Equipment rentals for installation	4/30/2022	20,000
Press Controls	4/30/2022	10,000
Die Oven	4/30/2022	62,000
Die Blocks Stems	4/30/2022	150,000
Packing Fixturers	4/30/2022	20,000
Lodging, transportation and meals installation team	4/30/2022	40,000
Incidentals tools etc...	4/30/2022	35,000

Total Personal Property	<u><u>7,690,090</u></u>
-------------------------	-------------------------

Items above with exception of Extral Technology are estimates and based on costs incurred in 2020 with original extrusion line.

The Extrusion line is scheduled to ship in January 2022. Due to the size of capital aquision, it takes a few months to install and complete full setup.

Alecia Schneider, Controller

EXTRAL Technology S.r.l.

VIA REPUBBLICA, N° 47
24060 - CIVIDINO (BG)

TEL: +39.030.733631
FAX: +39.030.731533
Cod. Fisc. e P.Iva IT. 02389600160
Cap. Soc. EURO 400.000,00
Numero R.E.A. 285488
Trib. di Bergamo 50306
N. Mecc. BG 041856

2

Invoice ProForma

Number	Date	Customer Code	Supplier Code
26	13/05/2021	INTEX	
Reference	Agents		

Customer

INTEX INTERNATIONAL EXTRUSIONS, INC

5800 VENOEY ROAD
GARDEN CITY, MI 48135-1655

STATI UNITI D'AMERICA

VAT Code
US38-1980645

Place Delivery
INTEX INTERNATIONAL EXTRUSIONS, INC
39001 SCHOOLCRAFT RD
48150 LIVONIA, MI U.S.A.

Payment	Begin Expiration	IBAN	BIC/SWIFT
SEE DESCRIPTION BELOW	13/05/2021	IT34G0869254900020000183568	CCRTIT2TH00
Bank	Agency		
08692 BANCA DI CREDITO COOPERATIVO DI BRESCIA - SOCIET.	54900 PALAZZOLO SULL'OGLIO, 25036 - VIA PRATO, 2		

Article	Description	U.M.	Quantity	Price (EUR)	Amount
	COMPLETE EXTRUSION LINE WITH 2,600 MT PRESS, RIGHT HAND, WITH 9" BILLET SIZE, COOLING PROFILES WITH ONLY AIR, AUTOMATIC AGING, INCLUDED FOLLOWING OPTIONS: - BRUSHING MACHINE - SCRAP CONVEYOR - DIES HOIST - TWO TYPES OF TRAYS TRANSPORT C&F DETROIT: INCLUDED INSTALLATION: INCLUDED DELIVERY TIME: SHIPMENT ON JANUARY 2022 PAYMENT TERMS: - 10% IN 2 WEEKS: € 558.300,00 - 10% IN 2 MONTHS: € 558.300,00 - 30% IN SEPTEMBER: € 1.674.900,00 - 30% AT SHIPPING: € 1.674.900,00 - 20% AT 30 DAYS AFTER FIRST BILLET: € 1.116.600,00	NR	1	5.583.000,0000	5.583.000,00

EUR to USD
≈ 1.23
= \$ 6,867.090

Spot
↓
1.2292

Rateable Total Value	Stamp	Banking	Transport	Varied
5.583.000,00	0,00	0,00	0,00	0,00

Vat	81A	ART. 8/1a DPR 633/72 e SUCC. MOD.	5.583.000,00	Totals
				5.583.000,00 0,00
	13/05/2021	5.583.000,00		Total Document
				5.583.000,00

CONTRIBUTO CONAI ASSOLTO OVE DOVUTO

Tenant International Extrusion Inc
Direct Payor of Real Property Taxes

Real Property Addition

	Start Date	Est Completion Date	Amount
39001 Schoolcraft Rd. Kirco Manix Bids Allowances Attached Budget Estimate Summary	10/14/2021	2/28/2022	4,701,310
Livonia Permits/Bonds	Sep-21		50,000
DS Wright Architect Drawings	7/28/2021	4/30/2022	65,125
George Jerome Engineer Survey	8/1/2021	9/30/2021	24,956
Testing Engineers and Consultants	8/6/2021	8/31/2021	3,766
Total Real Property			<u>4,845,157</u>

KIRCO MANIX

Project: INTEX LIVONIA EXPANSION

Architect: Scott Wright
KMC Estimator: Matthew Wiener
Orig. Estimate Date: 6/4/21
Estimate Revised: 28-Sep-21
Estimate Revision No.: 2
Gross Building Area: 31,780
Acreage: 1.45
Date Run: 9/28/2021

CONSTRUCTION BUDGET ESTIMATE SUMMARY

Division of Work	Area of Work	%	PREVIOUS BUDGET WITH STRUCTURAL STEEL DESIGN	CURRENT BIDS AND ALLOWANCES FOR GMP	PROPOSED SUBCONTRACTOR OR ALLOWANCE	COMMENTS
Division 2	SITE & UTILITY DEMO		\$13,600	\$0		
	EARTHWORK - SOIL EROSION		\$148,313	\$145,325	Carnwath	
	FILL ALLOWANCE		\$56,850	\$32,000	Carnwath	
	SITE ACCESS		\$0	\$0		
	SITE UTILITIES	SANITARY	\$19,540	\$801,305	Carnwath	Includes all utilities, based on current storm drawings
		STORM	\$123,300	\$0	Included	
		WATER	\$44,680	\$0	Included	
	SITE LIGHTING		\$0	\$0		All building mounted lights, no poles
	ASPHALT PAVING & CURBS		\$70,000	\$75,900	Wagle	
	PARKING BUMPERS		\$0	\$0,000	Allowance	
	SITE CONCRETE		\$54,400	\$30,834	Merlo	Store existing on site & reinstall existing - install and up to (20) new
	SITE SIGNAGE		\$0	\$0		
	FENCES & GATES	TEMPORARY	\$16,000	\$16,000	Allowance	
	LANDSCAPING & IRRIGATION		\$30,000	\$20,000	Allowance	Re-seed lawns in spring and possible irrigation repairs
	RETAINING WALLS		\$0	\$0		
	SITE WORK CONTINGENCY		\$0	\$0		
	TOTAL SITE WORK		\$576,683	\$630,564		
	DEMOLITION		\$44,244	\$40,000	Allowance	Waiting for final drawings to determine extent
	ABATEMENT		\$0	\$50,000	Allowance	Waiting for final drawings to determine extent
Division 3	FOUNDATIONS		\$61,035	\$59,065	Select	
	WINTER CONCRETE - ADDER		\$213,900	\$7,442	Select	Adder if required, weather dependent
	FLATWORK		\$0	\$242,256	Merlo	Includes trenches
\$383,600	POUR COLUMN PADS AT LATER DATE		\$0	\$7,600	Merlo	Adder to pour slab before structural steel is set
	WINTER CONCRETE ALLOWANCE		\$0	\$12,000	Merlo	Allowance if required
	TRENCHES		\$87,865	Included	Merlo	Included in above flatwork number
	FLOOR SEALER/HARDENER		\$20,800	\$19,800	Merlo	
Division 4	MASONRY WALLS - BLOCK		\$56,937	\$26,870	Connolly	
	BRICK		\$0	\$0		
Division 5	MISCELLANEOUS STEEL & COLUMN RELOCATION		\$29,820	\$28,183	Campbell Shaw	Complete structural up to date on order
	SHORING		\$0	\$15,500	Includes Rental	
	STRUCTURAL STEEL I/O PEMB		\$1,020,000	\$936,000	Campbell Shaw	
	HIGHWAY GUARD RAIL		\$0	\$6,600	Campbell Shaw	Adder at electrical equipment
	IMBEDS FOR TRENCHES		\$14,360	\$28,000	Campbell Shaw	
Division 6	ROUGH CARPENTRY		\$10,000	\$12,000	Denco	Nailers and door installation - Added door #109
	FINISH CARPENTRY		\$0	\$0		
	MILLWORK		\$0	\$0		
	FIRE WALLS AND RATED INFILLS		\$171,460	\$200,000	Allowance	Waiting for final drawings to determine extent
Division 7	WATERPROOFING		\$0	\$0		
	INSULATION		\$0	\$0		
	EIFS		\$0	\$0		
	FIREPROOFING		\$0	\$0		
	METAL SIDING		\$214,125	\$220,125	LSM	Metal Siding on order - includes \$6,000 adder for detail issues
	MEMBRANE ROOFING		\$205,672	\$245,690	Lutz	Complete system based on April installation - on order
	FLASHINGS		\$24,570	Included		Included above
	TEMPORARY ROOFING		\$0	\$65,000	Added Allowance	Added Temporary roof
	TEMPORARY ENCLOSURE	9,000SF	\$18,000	\$18,000	Allowance	Allowance dependent on demo and weather issues
	SKYLIGHTS		\$0	\$0		
	CAULKING & DECK SEALANTS		\$3,000	\$3,000	Allowance	
Division 8	HOLLOW METAL, ALUM, WOOD DOORS & FRAMES		\$3,400	\$22,458		Includes new exterior doors with weather stripping and door #109
	DOOR FINISH HARDWARE		\$3,120	\$0		Included above
	GLASS & GLAZING		\$0	\$0		
	CURTAIN WALLS		\$0	\$0		
	OVERHEAD DOORS		\$25,900	\$20,155	OH Door West	
Division 9	METAL STUDS & DRYWALL		\$0	\$0		See Firewall allowance above
	CERAMIC, MARBLE, GRANITE, STONE TILE		\$0	\$0		
	ACOUSTICAL CEILINGS		\$0	\$0		
	METAL CEILINGS		\$0	\$0		
	CARPET, RESILIENT & WOOD FLOORING		\$0	\$0		
	PAINTING		\$33,055	\$46,375	Allowance	Need to finalize scope for which new and existing walls get painted
Division 10	MISCELLANEOUS SPECIALTIES		\$0	\$0		
	TOILET PARTITIONS		\$0	\$0		
	FLAG POLES		\$0	\$0		
	INTERIOR SIGNS & DIRECTORIES		\$0	\$0		
	LOCKERS		\$0	\$0		
	FIRE EXTINGUISHERS & CABINETS		\$1,500	\$1,500	Allowance for (10)	
	FOLDING PARTITIONS		\$0	\$0		
	TOILET & BATH ACCESSORIES		\$0	\$0		
Division 11	MISCELLANEOUS EQUIPMENT		\$0	\$0		
	AUDIO VISUAL		\$0	\$0		
	LOADING DOCK		\$0	\$0		
	CRANES		\$0	\$0		
	FOOD SERVICE/APPLIANCES		\$0	\$0		
Division 12	FURNISHINGS - CASEWORK		\$0	\$0		
	WINDOW TREATMENTS		\$0	\$0		
	FURNITURE & ACCESSORIES		\$0	\$0		
	RUGS & MATS		\$0	\$0		
Division 13	SPECIAL SYSTEMS		\$0	\$0		
Division 14	CONVEYING SYSTEMS		\$0	\$0		
	TOTAL ARCHITECTURAL TRADES		\$2,262,964	\$2,372,609		
Division 15	PLUMBING		\$28,050	\$75,000	Solomon	Demolition & Capping, Sanitary and Gas Piping
	FIRE PROTECTION		\$103,140	\$65,480	Professional	Includes new addition and rated area in existing
	HVAC		\$62,000	\$96,800	Covenant	HVAC on order - includes (2) Cambridge units - Previous included (1) unit
	ELECTRICAL		\$402,000	\$507,500	Graye	For new addition - Secondary service, lighting (includes new lighting in rated area of existing), power, does not include process power
Division 16	FIRE ALARM SYSTEM	ALLOWANCE	\$35,000	\$20,229	Graye	For New Addition only
	LOW VOLTAGE CABLING		\$0	\$0		Excluded
	ACCESS CONTROL/SECURITY		\$0	\$0		Excluded
	TOTAL MEP TRADES		\$630,190	\$769,009		
	SUB-TOTAL TRADES COST		\$3,469,837	\$3,772,182		
	PERMITS	0.00%	\$0	\$0		
	LIABILITY INSURANCE	1.00%	\$34,698	\$37,722		
01926	SUBCONTRACTOR DEFAULT INSURANCE	1.50%	\$52,048	\$56,583		
	WINTER CONDITIONS ALLOWANCE		\$0	\$40,000		
	TESTING ALLOWANCE		\$20,000	\$15,000		
	SITE ACCESS		\$0	\$0		
	PROJECT PERSONNEL		\$203,599	\$227,100		
	GENERAL CONDITIONS		\$112,852	\$105,640		
	SUB-TOTAL TRADES WITH PERMITS & GC's		\$3,893,027	\$4,264,226		
	CONTINGENCY	5.00%	\$194,651	\$213,211		
	SUB-TOTAL TRADES, GC'S PERMITS, CONTY		\$4,087,679	\$4,477,438		
	FEE	5.00%	\$204,384	\$223,872		
	TOTAL PROJECT DIRECT COST BUDGET		\$4,292,063	\$4,701,310		
	BASE BUDGET			CURRENT BIDS AND ALLOWANCES		

Inspection Department
33000 Civic Center Drive
Livonia, MI 48154
(734) 466-2580

City of Livonia
www.livonia.gov

"Request An Inspection"
Link from Website, or VM
Inspection Line (734) 466-2802

Commercial

COMM, ADD/ALTER/REPAIR

Location 39001 SCHOOLCRAFT

118 99 0003 005

LIVONIA 48150

Contractor/Applicant
KIRCO MANIX

101 W BIG BEAVER #200

Troy MI 48084

Ph# (248) 354 5100

Owner

39001 LLC

39001 SCHOOLCRAFT

LIVONIA MI 48150

Permit No: PC21-0532

Email: EROBERTSON@KIRCOMANIX.COM

Issued: 09/14/21

Const value 4,400,000

Zoning: M-2 **Sec. No.** NW 30

Bond: BCA21-0002

Type of Construction: 2B

Use Group: F2/B **PLAN:**

Zoning Grant:

Planning Commission:

Council Resolution:

Water/Sewer:

Reviewed By: R ABRAHAMSON

Issued By: tmara

Work Description: CONSTRUCT ONE STORY FACTORY ADDITION. THREE HOUR RATED FIRE SEPARATION BETWEEN EXISTING AND NEW CONSTRUCTION.

Stipulations: FD Claypool EXT: 2442

Permit Item	Work Type	Fee Basis	Item Total
C. Building Code/Plan Review	Plan Review	44,031.00	\$7,500.00
Administration Fee	Admin	1.00	\$42.00
A. VALUATION OVER 500K	Standard Item	3,900.00	\$36,235.00
BOND ADMIN FEE	Admin	3,071.00	\$92.00

Fee Total: \$43,869.00

Amount Paid: \$43,869.00

Balance Due: \$0.00

Jerome A. Hanna
Building Official

Three (3) Days Before You Dig.

Call Miss dig: 1-800-482-7171

Minimum permit fee \$40.00 - Not including Administration Fee

THIS PERMIT CONVEYS NO RIGHT TO OCCUPY ANY STREET, ALLEY, SIDEWALK, OR ANY PART THEREOF, EITHER TEMPORARILY OR PERMANENTLY.

UNLAWFUL TO OCCUPY PREMISES WITHOUT CERTIFICATE OF OCCUPANCY

ALL permits, in addition to CODE requirement compliance, must also conform to and comply with any additional requirements imposed by (but not limited to) any and all City of Livonia Zoning or Code requirements, Planning Commission Resolutions, Council Resolutions, Building Code Board of Appeals conditions and grants, Zoning Board of Appeals conditions and Grants, Court Consent Decree conditions, PRDA conditions and approvals, Engineering conditions and approvals, County and State Conditions and approvals; non-compliance with any of the aforementioned may result in a Certificate of Occupancy and/or Zoning Compliance Certificate NOT being granted.

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced and that I am responsible for assuring all required inspections are requested in conformance with the applicable code. I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge. Payment of permit fee constitutes acceptance of the above terms. Payment of permit fee constitutes acceptance of the above terms.

State Mandated Codes Apply to all Construction in the City of Livonia



City of Livonia
Building Department

33000 Civic Center Drive
Livonia, MI 48154
Phone: (734) 466-2580

Bond No:
BCA21-0002

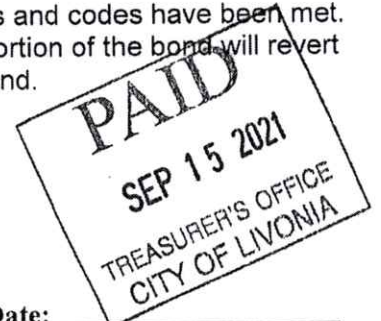
DATE: 09/14/21 THE SUM OF: 2,979.00 3% ADMIN FEE: 92.00
(ROUNDED UP - \$5.00 MINIMUM)

DEPOSIT FOR: Permit PC21-0532
39001 SCHOOLCRAFT COMM ADDT'N / REPAIR

RECEIVED OF: INTERNATIONAL EXTRUSIONS
39001 SCHOOLCRAFT MI 48150
Livonia

I hereby acknowledge that I understand and am familiar with provisions of Section 15.56.020 (C) & (D) of the Livonia Code of Ordinances as follows: At the time of application for a building permit or a temporary certificate of occupancy, there shall be deposited with the Inspection Department, in addition to any fee hereinabove mentioned, a cash bond in the following amounts. The bond shall be held by the City to assure compliance with the specifications and plans on file with the Inspection Department and further, to assure compliance with the provisions of this chapter and the zoning ordinance of the City. Any bond provided for in this section is to continue until a final certificate of occupancy or completion is issued by the City. The bond is to be forfeited to the City upon ten (10) day notice to the bondholder that any defects or conditions noted have not been completed within the compliance period. The bond may also be forfeited to the City for non-compliance in completion of clean up or expiration of permit without obtaining final inspection approval. No notice will be given in this case nor refunds made.

In accordance with the aforementioned provision of Section 15.56.020 (C) & (D) as listed above, I hereby place on deposit with the City of Livonia, the amount of \$ 2,979.00 as a cash bond, which shall continue until final inspection and/or Certificate of Occupancy is issued and all provisions of the applicable ordinances and codes have been met. In any case a minimum of three percent (3%) of any bond shall be in cash form. This portion of the bond will revert to the City as an administrative charge in order to cover the cost of administering the bond.



Dropped off
Please Print Applicant's Name **Applicant's Signature**
Theresa Mara Sr. Clerk
City of Livonia (Signature and Title)

Date: _____

Date: 9-14-21

RELEASE DATE: _____ **BUILDING CLERK:** _____ **\$** _____

AMOUNT REFUNDED:

DEPARTMENT COPY - TREASURER'S COPY - CUSTOMER COPY

LEASE

This Lease made on August 9, 2019 ("Effective Date"), between 39001 LLC, a Michigan limited liability company ("Lessor"), whose address is 5800 Venoy Road, Garden City, MI 48135 and INTERNATIONAL EXTRUSIONS, INC., a Michigan corporation ("Lessee"), whose address is 5800 Venoy Road, Garden City, MI 48135.

WITNESSETH:

WHEREAS, Lessee desires to lease pursuant to and subject to the terms and conditions of the within Lease Agreement.

NOW, THEREFORE, in consideration of the Premises and the mutual covenants herein contained, the parties hereto do covenant, agree and bind themselves as follows:

ARTICLE I

LEASE OF PREMISES; TERM OF LEASE; RENTS

Section 1.1. Lease of Premises. Lessor hereunder in consideration of the rents, covenants and agreements herein provided, agrees to and does hereby lease, as Lessee hereunder, and Lessee agrees, to and does hereby lease from Lessor, real property owned by Lessor consisting of an industrial building and out lots of approximately 104,600 square feet, commonly known as 39001 Schoolcraft, Livonia, Michigan ("Premises"), to have and to hold unto Lessee for the term of this lease as set forth herein, subject to all easements, conditions and restriction of record.

Section 1.2. Terms and Possession. The term of this Lease shall be for seven (7) years, commencing on August 9, 2019. In the event the commencement date does not fall on the first day of the month for calculation of the terms hereunder, the first day of the lease shall be deemed to be the first day of the calendar month next following the actual commencement date determined hereunder. The first and last month's rent shall be prorated on a per diem basis. Lessor will take no action hereunder (except in the event of default hereunder by Lessee) to prevent Lessee from having quiet and peaceable possession and enjoyment of the Premises during the term hereof and will, at the request of Lessee, and at Lessor's cost, cooperate with Lessee in order that Lessee may have quiet and peaceable possession and enjoyment of the leased Premises. Lessor agrees to deliver to Lessee full possession of the Premises at the commencement of the term hereof, and Lessee agrees to accept such possession upon such delivery.

Section 1.3. Annual Base Rent. Lessee agrees to pay to lessor for the use of the Premises a base annual sum of Four Hundred Fourteen Thousand Five Hundred Dollars (\$414,000), payable to equal monthly installments, in advance, on the first day of each month in the amount of Thirty Four Thousand Five Hundred Dollars (\$34,500) commencing on the Effective Date.

All payments of rent due hereunder shall be payable at the principal place of business of Lessee, or at such other address or addresses as may from time to time be determined by Lessor. If the monthly rent is not paid by the fifteenth (15th) day of any month then there shall be additional daily rent equal to one percent (1%) of the amount of the monthly rental so delinquent until the monthly rent and additional daily rent is paid in full, for each month, or any fraction thereof.

Section 1.4. Intentionally Omitted

Section 1.5. Lessor's Obligation for Maintenance. Lessor, after receiving written notice from Lessee and having reasonable opportunity to obtain the necessary workmen and material, will maintain and repair the foundation, exterior walls and roof of the Leased Premises, at Lessor's sole cost and expense. Lessor will also maintain, repair and replace the Common Areas (if any), and the common mechanical, heating, cooling, HVAC, and structural elements leading through or serving the Common Areas and serving other parts of the Building, provided that Lessee will be responsible for any such repairs occasioned by the acts or omissions of Lessee, its agents, employees, invitees or licensees. Lessor will not be required to make any other improvements or repairs of any kind. Lessor and its designees may enter the Leased Premises at reasonable hours, upon notice to Lessee, to accomplish this purpose, and Lessor will use its best efforts to schedule such repair work with Lessee so as not to disrupt Lessee's business by reason of Lessor's actions in fulfilling its obligations. Lessor is responsible for maintaining all common interior areas such as, hallways, bathrooms, and the associated plumbing, electrical, and HVAC services for such areas. Lessor also is responsible for all exterior grounds as well as being responsible for all snow and ice removal for the premises.

Lessor will not be responsible or liable to Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Leases Premises or any part of the Building of which the Leased Premises are a part or for any loss or damage resulting to Lessee or its property from burst, stopped or leaking water, gas, sewer or steam pipes, or for any damage or loss of property within the Leased Premises from any cause whatsoever, except if such damage is due to Lessor's failure to comply with its obligations or negligence of Lessor's agent under Section 5.1 hereof.

Section 1.6 Lessee's Obligation for Maintenance. Lessee will at all times keep and maintain the Leased Premises and appurtenances in good condition, including replacement and repair, and Lessee will also keep the Leased Premises and appurtenances in a clean, sanitary and safe condition in accordance with the laws of the State of Michigan, and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, Lessor or other proper officers of the governmental agencies having jurisdiction, at the sole cost and expense of Lessee. Lessee will permit no waste, damage or injury to the Leased Premises, and Lessee will, at its own cost and expense, maintain, replace and/or repair any interior or exterior glass windows, doors, hardware, and fixtures serving the premises and as well as all lighting, plumbing and electrical, heating, cooling, and HVAC (up to \$1500.00 per occurrence), inside or serving the Leased Premises which may be broken or in need of repair. Lessee will, at its own expense, install and maintain fire extinguishers and other fire protection devices as may be

required from time to time by any agency having jurisdiction thereof and the insurance underwriters insuring the Building of which the Leased Premises form a part, with the exception of a fire extinguishing sprinkler system, which if required by the insuring insurance underwriter or proper officers of the governmental agencies having jurisdiction shall be at the sole cost and expense of Lessor. Lessee shall also, at all times, properly heat the Leased Premises so as to avoid any freeze up of pipes or damage to the Leased Premises. Lessee will also not discharge any inappropriate materials into the air and/or the storm or sanitary sewer systems. Lessee is responsible, at its own cost, for keeping the premises clean and free from insects, rodents, and pests. If Lessee engages in the preparation, serving, or storage of food, Lessee must obtain and maintain, at its own expense, a pest control prevention contract from a licensed contractor for the entire initial term of lease and any and all options or renewals.

- a. If the premises or any portion of the premises are served by a separate individual HVAC system(s) or radiant heat systems, the Lessee shall maintain a service contract for regular seasonal maintenance (defined herein as two (2) inspections a year) of such units with a reputable licensed heating and cooling contractor. Such contract shall include maintaining filter changes, monitoring and charging of coolant, and inspections of parts and belts, etc. Such contract shall extend through the length of the lease and must be presented at lease signing and all lease extensions. The cost of these same contracts shall not apply towards the \$1500.00 per occurrence cap on the Lessee's obligations to pay for repairs.
- b. Lessee acknowledges that Lessor will make its due diligent effort to keep outside premises free of any snow, ice, or slush. Lessor's efforts at snow, ice, or slush removal shall occur at least once in every 24 hours period. If Lessor has done its due diligence in removing snow, ice, and slush at least once within one 24-hour period, Lessee will keep its entryway free and clear of any ice, snow, or slush that may accumulate after the Lessor has serviced the property.

Section 1.7. Lessee's Obligation to Carry Insurance. Lessee will, during the Term, keep in full force and effect a policy of public liability, personal injury, and property damage insurance with respect to the Leased Premises and the business operated by Lessee upon the Leased Premises, in which both Lessor and Lessee will be named as parties covered thereby, and in which the limit of liability will not be less than One Million (\$1,000,000.00) Dollars for each occurrence and not less than One Million (\$1,000,000.00) Dollars for property damage. Failure of Lessee to carry insurance in the above specified amount will constitute a default of lease and result in the immediate termination of lease agreement. Upon Lease execution, Lessee will furnish a certificate of insurance, or other acceptable evidence that such insurance is in force, and such insurance will provide that the insurer will not cancel or change the insurance without first giving Lessor thirty (30) days prior written notice. Such insurance may be furnished by Lessee under any blanket policy carried by it or under a separate policy therefor. Lessee will, during the Initial Term and any renewal, carry, at its expense, insurance for fire and extended coverage, insuring for one hundred (100%) percent of the replacement value of Lessee's trade fixtures, furnishings, operating equipment and personal property.

Section 1.8. Lessor's Obligation to Carry Insurance.

- a. Lessor will, during the term of this lease, keep in full force and effect a policy of public liability, personal injury, and property damage insurance with respect to the Leased Premises, in which Lessor will be named as party covered thereby, and in which the limit of liability will not be less than one million (\$1,000,000.00) dollars for each occurrence.
- b. Lessor will, during the term of this Lease, carry insurance for fire and special extended coverage (as determined by Lessor), insuring the improvements located within the Building including the Leased Premises and all appurtenances thereto (excepting Lessee's merchandise, trade fixtures, furnishings, operating equipment and personal property, such as signs, wall coverings, carpeting and drapes) for the full insurable value thereof (with deductibles determined solely by Lessor), such insurance coverage to include improvements provided by Lessor and Lessee (except those items which Lessee is required to insure pursuant to Section 1.7) and , at Lessor's option, such insurance coverage may include rental insurance. Lessor will not be liable to Lessee for any loss or damage suffered damage suffered by Lessee which is not covered by such insurance (including without limitation, the amount of any such deductibles).

Section 1.9. Governmental Requirements. Lessee shall comply with all requirements of all laws, orders, ordinances, and regulations of federal, state, county and/or local government which shall impose any duty upon the owner and/or occupant of the Premises.

Section 1.10. Taxes and Assessments.

- a. Real Estate Taxes. Lessor is responsible for paying all real estate taxes associated with the property.
- b. Personal Property Taxes. Lessee shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all Lessee's leasehold improvements, equipment, furniture, fixtures, and any other personal property located on the Leased Premises. In the event any or all of the Lessee's leasehold improvements, equipment, furniture, fixtures, and other personal property shall be assessed and taxed with the real property, Lessee shall pay to Lessor its share of such taxes within ten (10) days after delivery to Lessee by Lessor of a statement in writing setting forth the amount of such taxes applicable to Lessee's property.

Section 1.11. Utilities. Lessee shall be solely responsible for and shall pay for all utilities or other charges for the Premises.

Section 1.12. Subordination to Mortgage. This Lease shall be subordinate to any mortgage lien from time to time created by Huntington Bank ("Bank"). Lessee agrees from time to time upon demand to execute any and all instruments as may be required to evidence such

subordination without obligation or expense to the Bank. At any time and from time to time Lessee agrees to execute and deliver to Bank, for the benefit of the Bank, a statement or certificate in writing reasonably satisfactory to the Bank certifying any information pertaining to, or arising out of this Lease, providing that such facts are true and ascertainable.

Section 1.13. Condemnation. If any part of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, or if access to the Premises from a public road (more than ninety (90) days), then Lessee shall have the right to terminate the Lease. Lessor shall give Lessee notice of any notice or information it receives in connection with any proposed taking and shall keep Lessee advised of the progress thereof. Notice of the exercise of said right to terminate shall be given to Lessor within sixty (60) days after the date of title to the Premises vesting in the appropriating authority or the date of the taking of possession by the appropriating authority of the part of the Premises, or cutting off of access therefrom, whichever shall first occur, and such termination shall be effective as of such date.

Section 1.14. Alteration or Modifications. Lessor agrees that Lessee may, at Lessee's cost and expense, from time to time during the term of this Lease, make such alteration, installations and modifications in and to the Premises as are reasonable and necessary to engage in Lessee's business of operating a manufacturing warehouse and facility.

Section 1.15. Insurance Against Fire and Other Casualty. During the entire term of this Lease and all extensions thereof, Lessor shall obtain and keep in effect fire and extended coverage insurance for the Premises in an amount equal to One Hundred percent (100%) of the insurable value thereof on replacement cost basis. Lessee shall reimburse Lessor for Lessee's share of the total cost of Premiums for such insurance coverage. Lessee shall pay such insurance Premium reimbursement to Lessor within thirty (30) days from the date of receipt of the Premium notice. The amount due from any partial calendar year shall be prorated on a per diem basis.

Section 1.16. Covenant Regarding Proceeds. If the Premises are damaged by any peril covered by standard policies of fire and extended coverage insurance to an extent which is less than Twenty-Five percent (25%) of the cost of replacement (as determined by Lessor's insurer) of the Premises, the damage shall, except as hereafter provided, promptly be repaired by Lessor, at Lessor's expense, but that in no event shall Lessor be required to repair or replace Lessee's stock in trade, trade fixtures, furniture, furnishings, equipment, personal property, or leasehold improvements. If (a) the Premises is damaged by any cause, to extent of Twenty-Five percent (25%) or more to the cost of replacement of the Premises, or (b) any damage by any cause to the Premises occurs during the last two years of the term of this Lease, Lessor may elect either to repair or rebuild the Premises, or to terminate this Lease upon giving notice of such election in writing to Lessee within ninety (90) days after the event causing the damage. If the casualty, repairing, or rebuilding shall render the Premises untenable, an abatement of the Rent shall be allowed until the date Lessor completes the repairs or rebuilding. If Lessor is required or elects to repair the Premises, Lessee shall repair or replace its stock in trade, trade fixtures, furniture, furnishings, equipment and personal property in a manner and to at least a condition equal to that prior to its damage or destruction. In the event the leased Premises shall be damaged or destroyed by fire or other casualty to such an extent that they cannot be reasonably repaired or

restored within one hundred twenty (120) days, then Lessee shall have the right to terminate this Lease, exercisable by notifying Lessor within the latter of thirty (30) days after such damage or destruction or thirty (30) days after Lessee has determined that the Premises cannot be reasonably repaired or restored within one hundred twenty (120) days.

Section 1.17. Assignment and Subletting. Lessee may not assign or sublet the Premises, or any part thereof, only upon the prior written approval of the lessor, which will not be unreasonably withheld, subject to the terms and conditions of any mortgage and/or security agreements between Lessor and any mortgage lender which affect the Premises.

Section 1.18. Trash Removal. Lessee shall provide and shall be responsible for Lessee's own trash and garbage removal and shall provide an adequate dumpster, compact or other such device for this purpose. Lessee shall keep the area around such dumpster or other trash container free of trash, garbage, debris or any other objectionable condition.

ARTICLE II

DEFAULT BY LESSEE: REMEDIES

Section 2.1 Events of Default. The following shall be "events of default" under this Lease and the terms "event of default" of "default" shall mean, whenever they are used in this Lease any one or more of the following events:

- a. Failure by Lessee to pay the rents required to be paid under Section 1.4 hereof within fifteen (15) days on or prior to the date or dates on which payment is required to be made by such Sections 1.4, 1.8, 1.9, 1.10, and 1.14 (which shall be deemed to be "additional rent").
- b. Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in paragraph (a) of this Section, for a period of twenty (20) business days (or for such period of time as is occasioned by circumstances beyond the control of Lessee) after notice, specifying such failure and requesting that it be remedied, shall have been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration.
- c. The dissolution or liquidation of Lessee or failure by Lessee promptly to satisfy or cause to be set aside any execution, garnishment or attachment or such consequence as will impair its ability to carry out its obligations under this Lease, or the filing by Lessee of a petition for the appointment of a receiver in liquidation or a trustee with respect to itself or any of its property, or if it makes a voluntary assignment for the benefit of creditors or files a petition in bankruptcy or insolvency or for reorganization, compromise adjustment or other relief under the laws of the United States or of any state relating to the relief of debtors; or if any party other than Lessee shall file a petition for the appointment of a receiver in liquidation or a trustee with respect to Lessee, or shall file a petition against

Lessee in bankruptcy, insolvency, or for reorganization, compromise, adjustment or other relief under the laws of the United States or any state relating to the relief of debtors and such petition shall not be vacated or set aside or stayed within ninety (90) business days from Lessee's receiving notice thereof. The term "dissolution or liquidation of Lessee" as used in this subsection, shall not be construed to include the cessation of the corporate existence of Lessee resulting whether from a merger or consolidation of Lessee into or with another corporation or a dissolution or liquidation of Lessee following a transfer of all or substantially all of its assets as an entirety, if the resulting or transferee partnership or corporation assumes in writing all of the obligations of Lessee hereunder consents in writing to the assumption and assignment of this Lease.

Section 2.2. Remedies on Default. Whenever any event of default referred to in Section 2.1 hereof shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

- a. Lessor may re-enter and take possession of the Premises without terminating this Lease, and sublease the Premises for the account of Lessee, holding Lessee liable for the difference in the rent and other amounts payable by such lessee in such subleasing and the rents and other amounts payable by Lessee hereunder.
- b. Lessor may terminate the term of this Lease, and exclude Lessee from the possession of the Premises and use its best efforts to lease the Premises to another, but holding Lessee liable for all rent and other payments due up to the effective date of such leasing.
- c. Lessor may take whatever action at law or in equity may appear necessary or desirable to collect the rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenants of Lessee under this Lease.

Section 2.3. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 2.4. Surrender of Premises. In the event Lessee should default under this Lease and the term hereof is terminated, Lessee agrees to surrender possession of the Premises peaceably and promptly to Lessor in as good condition as prevailed at the time it was put in full possession thereof, loss by fire or other casualty covered by insurance, ordinary wear and tear, obsolescence and acts of God excepted. Lessee shall have the right to remove all trade fixtures, equipment, and other personal property subject to reasonable restoration of the Premises.

Section 2.5. Default by Lessor. If Lessor shall default in the performance or observance of any agreement or condition in the Lease contained on its part to be performed or observed, or shall default in the payment of any tax or other charge which shall be a lien upon

the Premises or in the payment of any installment of principal and/or interest upon any mortgage which shall be prior in liens to the lien of this Lease, or which, in a foreclosure action instituted thereon might adversely affect the interest of Lessee, or if Lessor shall not cure such default within thirty (30) days after notice from Lessee specifying the default or, if such default shall have commenced the same within the thirty (30) days and diligently prosecuted the same to completion, Lessee may, at its option, without waiving any claims for damages for breach of agreement, at any time thereafter cure such default for the account of Lessor, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the building Premises or Lessee's interest therein or to prevent injury or damage to persons or property. If Lessor shall fail to reimburse Lessee upon demand for any amount paid or liability incurred for the account of Lessor hereunder, said amount or liability may be deducted by Lessee from the next or any succeeding payments of rent due hereunder.

ARTICLE III

MISCELLANEOUS

Section 3.1. Access to Premises. Lessor and Lessor's agents, shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting same, or of making repairs, additions, or alterations to the Premises or any property owned or controlled by Lessor within twenty four (24) hours' notice.

Section 3.2. Quite Enjoyment. Lessor agrees that Lessee, while paying the rents and performing the covenants of this Lease, may quietly have, hold and enjoy the Premises during the term of this Lease.

Section 3.3. Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when given by placing a copy of the same in regular U.S. Mail addressed to either Lessor or Lessee at the addresses set forth in this Lease, or at such other or further addresses from time to time designated in writing either by Lessor or Lessee.

Section 3.4. Intentionally Omitted

Section 3.5. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns, as the case may be.

Section 3.6. Severability. If any clause, provision or section of this Lease be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or section hereof and this Lease shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Lease be held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of Lessor or Lessee, as the case may be, to the full extent permitted by law.

Section 3.7. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of section of this Lease.

Section 3.8. Memorandum of Lease. The parties agree that this Lease shall not be recorded, but a Memorandum of Lease, describing the property herein leased, setting out the term and renewal rights, and referring to this Lease, shall be recorded by either party at or after the actual commencement date hereof.

Section 3.9. Governing Law. This Lease and all of its terms, covenants, and provisions shall be governed by and construed under the laws of the State of Michigan.

Section 3.10. Consents. Any consent of Lessor required herein shall not be unreasonably withheld or delayed. If Lessee shall request Lessor's consent, by notice as herein required, and Lessor shall not negatively respond within thirty (30) days after receipt of the same, Lessor shall conclusively be deemed to have consented to the same.

Section 3.11. Invalidity. If any clause, provision or section of this Lease be held illegal or invalid by any court or shall be made illegal or invalid by any valid legislation, the invalidity of such clause, provision, or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Lease shall be constituted and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Lease be held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of Lessor or Lessee, as the case may be, to the full extent permitted by law.

Section 3.12. Surrender. Lessee shall be permitted for thirty (30) days after the expiration of the term of this Lease, or its termination for any cause, to remove trade fixtures, equipment, merchandise, and other personal property originally installed, stores or paid for by Lessee, without reference to the manner in which said property may be "permanently" attach to the lease Premises, provided Lessee repairs any damage to the lease Premises occasioned by such removal, but such repairs shall be limited to rough filling, patching, and structural work and shall not include any duty to paint or otherwise redecorate.

Section 3.13. Holdover. If Lessee or anyone claiming under Lessee shall remain in possession of the Premises or any part thereof after the expiration of the term of this Lease, without any agreement in writing between Lessor and Lessee in respect thereof, other than for purposes of removal of Lessee's property as provided in Section 3.12 herein, the person remaining in possession shall be deemed a Lessee from month to month, subject to the provisions of this Lease insofar as the same may be applicable to a tenancy from month to month.

Section 3.14. Waiver. Failure of either Lessor or Lessee to complain of any act or omission on the part of the other, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any such party's rights hereunder. No waiver by either Lessor or Lessee at any time, express or implied, of any breach of any provisions of this Lease

shall be deemed a waiver of breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

Section 3.15. Relationship Between Lessor and Lessee. Nothing contained herein shall be deemed or construed by Lessor and Lessee nor by any other third party as creating the relationship of principal and agent or a partnership or a joint venture between Lessor and Lessee, it being understood and agreed that neither any provision contained herein, nor any acts of Lessor and Lessee, shall be deemed to create any relationship between Lessor and Lessee other than the relationship of Lessor and Lessee.

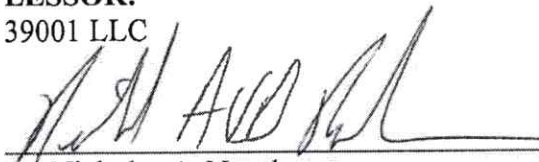
Section 3.16. Covenants of Title and Authority. Lessor represents and warrants that Lessor has full right and lawful authority to enter into and perform and Lessor's obligations under this Lease for the full term of this Lease and for all extensions herein provided, and has good and marketable title to the Premises, in fee simple, free and clear of all contracts, leases, tenancies, agreements, restrictions, violations, mortgages and any other liens, encumbrances or defects in title of any nature whatsoever affecting the Premises granted to Lessee in this Lease and with respect to the property. Lessor further represents and covenants that the Premises is not, and on the commencement date of the term herein, will not, be subject to any easements, restrictions, zoning ordinances or similar governmental restrictions which would prevent the use of the Premises for its intended purpose as stated in Section 1.13.

Section 3.17 Quiet Enjoyment. Lessor further covenants that if Lessee shall discharge the obligations herein set forth to be performed by Lessee, Lessee shall have and enjoy, during the term hereof, and all extensions herein provided, the quiet and undisturbed possession and quiet enjoyment of the Premises and all appurtenances appertaining thereto, together with the right to use the common areas as in this Lease contemplated.

IN WITNESS WHEREOF, Lessor and Lessee, duly authorized in the Premises, have caused this Lease to be executed in their respective names as of the day and year first above written.

LESSOR:

39001 LLC

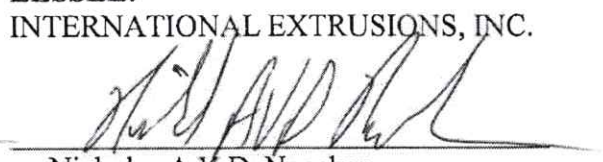


Nicholas A. Noecker

Its: Manager

LESSEE:

INTERNATIONAL EXTRUSIONS, INC.



Nicholas A.V.D. Noecker

Its: President

Dated: August 9 2019

Dated: August 9, 2019

4823-1541-1615

FIRST AMENDMENT TO LEASE

This First Amendment is made effective October 25, 2021 ("Effective Date") between **39001 LLC**, a Michigan limited liability company ("Lessor") and **International Extrusions, Inc.**, a Michigan corporation ("Lessee").

Background

Lessor and Lessee are parties to a Lease dated August 9, 2019 ("Lease"). The parties wish to modify the Lease to impose the duty to pay taxes on Lessee. The parties have reached certain understandings in this regard which they wish to evidence by this written Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and intending to be legally bound, the parties hereby agree as follows:

A. Section 1.10 ("Taxes and Assessments") of the Lease is amended to read as follows:

Lessee shall be responsible for and agrees to pay upon presentment (either by Lessor or such taxing authority) all real estate and personal property taxes and assessments which may be levied or assessed by any lawful authority during each calendar year during the term of this Lease against the land, the building or the Premises or any part thereof (hereinafter referred to as the "Taxes"). Taxes shall also include all taxes, levies and charges which may be assessed, levied or imposed in replacement of or in addition to all or any part of real property or personal property taxes as revenue sources, and which, in whole or in part, are measured or calculated by or based upon the Premises, the freehold estate of Lessor in and to the Premises, the leasehold estate of Lessee created herein, or the rent and other charges payable hereunder. In no event shall Lessee be obligated to pay any income taxes, inheritance, estate, gift, transfer taxes, penalties and interest of Lessor. If any tax is imposed by a taxing authority that is not in substitution for real estate taxes or personal property taxes and is based on the income from the Premises, it shall not be deemed to be the obligation of Lessee hereunder. In addition, all costs and expenses incurred by Lessor during negotiations for or contests of the amount of the Taxes shall be included within the term "Taxes". Any such costs or expenses without the request of Lessee shall be limited to the reduction obtained.

B. Except as herein amended, the Lease is reaffirmed in all of its particulars.

LESSOR:

39001 LLC

By: _____

Nicholas A. Noecker

Its: Manager

LESSEE:

INTERNATIONAL EXTRUSIONS, INC.

By: _____

Nicholas A. Noecker

Its: President

Dated: October 25, 2021
4844-5072-1023

Dated: October 25, 2021

INDUSTRIAL FACILITIES EXEMPTION APPLICATION AFFIDAVIT OF FEES

In accordance with State Tax Commission Bulletin No. 3 dated January 1998, the Local Unit and Applicant for Industrial Facilities Exemption Certificate do hereby swear and affirm that no payment of any kind, whether they be referred to as "fees," "payments in lieu of taxes," "donations," or by other like terms, such payments are contrary to the legislative intent of Act 198 that exemption certificates have the effect of abating all ad valorem property taxes levied by taxing units with the unit of local government which approves the certificate.

We do swear and affirm by our signatures below that "no payment of any kind in excess of the fee allowed, as amended by Public Act 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certificate application."

City/Twp/Village of _____

Signed _____

Print Name _____

Title _____

Dated _____

Applicant International Extrusions INC

Signed Nicholas Noecker

Print Name Nicholas Noecker

Title President

Dated 10/26/2021

CITY OF LIVONIA INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE AGREEMENT

WHEREAS, the City of Livonia is a Home Rule Michigan Municipal Corporation and a local governmental unit within the meaning of Act 198 of the Public Acts of 1974 as amended; and

WHEREAS, Act 198 as amended provides for the consideration by a local governmental unit of an application for an Industrial Facilities Exemption Certificate; and

WHEREAS, effective April 1, 1994, Act 198 has been amended and said amendment requires a written agreement between the local governmental unit and the owner of an industrial facility which is to be filed with the Department of Treasury; and

WHEREAS, International Extrusions INC. is an industrial facility, or wishes to become an industrial facility, within an established plant rehabilitation district or industrial development district within the City of Livonia; and

WHEREAS, all conditions precedent as required by Act 198 as amended have been met; and

WHEREAS, International Extrusions INC. has filed an application for an Industrial Facilities Exemption Certificate with the City Clerk within an established district.

NOW THEREFORE, it is mutually agreed and understood as follows:

1. The application for an Industrial Facilities Exemption Certificate is approved for a period of 12 years ending on December 30, 2033.
2. The approval of the City of Livonia is based upon a legislative finding that the granting of the Industrial Facilities Exemption Certificate considered with the aggregate amount of previously granted Industrial Facilities Exemption Certificates does not have the effect of substantially impeding the operation of the City of Livonia or impairing the financial soundness of a taxing unit that levies an ad valorem property tax within the City of Livonia.
3. In the event the applicant, International Extrusions INC., ceases doing business or lays off more than 50 percent of its work force for a period of six months or more prior to the expiration of the Industrial Facilities Exemption Certificate, the remaining term of years shall be null and void and all ad valorem taxes abated as a result of the issuance of the Industrial Facilities Exemption Certificate shall immediately become due and payable upon demand by the City. Furthermore, failure by International Extrusions INC. to pay said abated taxes within 30 days shall result in the City placing a lien upon all properties covered by the Industrial

Facilities Exemption Certificate on the tax rolls of the City and/or County which lien may not be discharged until the payment thereof and which lien shall be treated in the same manner as delinquent taxes.

4. The provisions of Paragraph 3 shall be implemented pursuant to Act 198, Sections 13 and 15, since the purposes for the issuance of the certificate are no longer being fulfilled and there is no reasonable likelihood that employment will be created or retained.
5. The Company shall have the duty to notify the City of Livonia in writing within 24 hours of the date which the facility has been closed or more than 50 percent of its employees have been laid off. The failure to do so shall result in the addition of penalties, interest, and costs allowed by statute in the case of delinquent taxes to be levied on the abated taxes in addition to the principal amounts.
6. The Company has indicated that at least 50 jobs will be added/retained (choose one) to its workforce within twelve months.
The Company has indicated an investment of \$12,535,000.⁰⁰ in the facility within twelve months of the date of this agreement. This investment shall include the cost of building improvements, machinery and equipment, as well as furniture and fixtures.
7. If, after twelve months from the date of this agreement, and any time subsequent thereto, International Exterminators, Inc. has not employed the number of persons set forth in Paragraph 6, or has not made the investment specified in Paragraph 6, the City could request that the State Tax Commission review the number of years of the certificate.
8. No later than the 10th day of January immediately following the second year after the issuance of the Industrial Facilities Exemption Certificate (IFEC), and biannually thereafter the Company shall submit a letter to the City Assessor stating:
 - a. The number of new jobs identified in the IFEC application within a two year period and the actual number of new jobs;
 - b. If the IFEC was granted on the basis of job retention, the number of employees at the time of the application and the current number of employees;
 - c. If projection for creation or retention of jobs was not reached, give explanation.
 - d. The estimated project cost given in the application and the actual project cost.
 - e. If actual project costs differ substantially from projected cost, give explanation.

- f. Current number of employees and their communities of residence.
 - g. If the current number of employees is less than the number of projected in the application, an explanation for the reduced number shall be included.
9. The Company agrees to remain in the City of Livonia for the period of the Industrial Facilities Exemption Certificate in order to retain the benefits of the abated taxes unless permission for relocation is granted by the City Council. Failure to obtain permission for relocation prior to the end of the term of the Industrial Facilities Exemption Certificate shall result in the right of the City to recapture from ~~International~~ EXTUSIONS INC all taxes abated plus interest at the rate of six (6) per cent per year compounded annually. Should the company relocate without said permission, the taxes and interest shall be a lien placed upon the tax rolls of the City and/or County and collected in the same manner set forth in Paragraph 3.
10. The Company agrees it will NOT seek further tax relief relative to the subject property and all property situated in the City of Livonia. The Company agrees to waive its appeal rights on the assessed, taxable and state equalized values as to all real and personal property situated in the City of Livonia, including but not limited to the subject property, in any and all forums, during the period of abatement and two (2) years thereafter.
11. The covenants herein shall bind the heirs, designees, legatees, assigns and successors of the respective parties. This contract shall be governed by the laws of the State of Michigan. In the event that any provision of this agreement shall be deemed to be unlawful or unenforceable, it shall be construed to be severed here from and not to affect the enforceability of any provision herein contained.
12. This agreement shall not be effective until approved by the City Council of the City of Livonia and signed by the Mayor and City Clerk of the City and the appropriate company representatives.

**CITY OF LIVONIA
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE AGREEMENT**

WITNESSES:

CITY OF LIVONIA

By: _____
Dennis K. Wright, Mayor

Date: _____

By: _____
Susan Nash, City Clerk

Date: _____

International Extrusions INC
(Company Name)

By: Nicholas Noecker 
(Name)

Its: President
(Title)

Date: 10/24/2021

#474-07 WHEREAS, pursuant to Act No. 198 of the Public Acts of 1974, as amended, this Council has the authority to establish industrial development districts within the boundaries of the City of Livonia; and

WHEREAS, a proposal was made regarding the establishment of an industrial development overlay district encompassing all M-1/M-2 industrial zoned properties in Section 26, consisting of approximately 500 acres, more particularly described in Exhibit A, attached hereto and incorporated by referenced herein, which area is hereinafter referred to as "City of Livonia Industrial Development Overlay District No. 108"; and

WHEREAS, written notice has been given by certified mail to all owners of real property within the boundaries of City of Livonia Industrial Development Overlay District No. 108 regarding the Council's pending action on this resolution and of their right to a hearing on the establishment of proposed City of Livonia Industrial Development Overlay District No. 108; and

WHEREAS, notice has been given to all interested owners, residents and taxpayers in the Livonia area of a public hearing on the establishment of the proposed City of Livonia Industrial Development Overlay District No. 108; and

WHEREAS, on Wednesday, August 22, 2007, a public hearing was held on the establishment of proposed City of Livonia Industrial Development Overlay District No. 108, at which time owners, residents and taxpayers of the City of Livonia had an opportunity to be heard (a copy of the statements both written and oral made at such hearing being on file with this City Council);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LIVONIA, AS FOLLOWS:

1. An Industrial Development Overlay District is hereby established, such district to consist of the area described in Exhibit A, attached hereto.
2. Such Industrial Development Overlay District is hereby designated as the "City of Livonia Industrial Development Overlay District No. 108."

EXHIBIT A

Beginning at the Northeast corner of said section and proceeding thence S.00°33'50"W., 5,186.98 feet to the Southeast corner of said section; thence S.87°24'19"W., 5,246.89 feet to the Southwest corner of said section; thence N.03°14'44"W., 5,282.20 feet to the Northwest corner of said section; thence N.88°27'29"E., 5,593.64 feet to the point of beginning and the Northeast corner of said section.

International Extrusions, Inc. CITY OF LIVONIA

DATE 10/26/2021

CHECK NO. 17234

VENDOR KEY CIT51

INVOICE #	INVOICE DATE	AMOUNT	DISCOUNT	VOUCHER #	NET AMOUNT
PROFESSIONAL FEE	10/26/2021	1,000.00	0.00	1	1,000.00
TOTAL		1,000.00	0.00		1,000.00

WLCK9WH1

ALLEGRA PRINT & IMAGING 248-360-1290

PRINTED IN U.S.A.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER



International Extrusions, Inc.
32416 Industrial Rd.
Garden City, MI 48135

Huntington
www.huntington.com
74-347/724

017234

DATE 10/26/2021

CHECK NO. 17234

One Thousand and 00/100*****

AMOUNT
***1,000.00

PAY
TO THE
ORDER OF

CITY OF LIVONIA
33000 CIVIC CENTER DRIVE
LIVONIA, MI 48154
USA

International Extrusions, Inc.

[Signature]
AUTHORIZED SIGNATURE

MP

THIS DOCUMENT HAS A TRUE WATERMARK IN THE PAPER • HOLD TO LIGHT TO VIEW.

017234 072403473 01388493451

10/25/2021 12:47:42PM

A/R Batch Listing - Invoice (ARIBTCLZ)

Salesperson Code	Salesperson Name
00019	Jeffrey Magid
Entry No.: 3	
Document Number: IN324010	
PO Number: PO1506	
Account Set: ALL	
Terms: 0001	Due Date
Dist. Code	G/L Account / Description
	3110-1000
	Sales-Nontax'ble Intex
Salesperson Code	Salesperson Name
00019	Jeffrey Magid
Entry No.: 4	
Document Number: IN324011	
PO Number: PO1507	
Account Set: ALL	
Terms: 0001	Due Date
Dist. Code	G/L Account / Description
	3110-1000
	Sales-Nontax'ble Intex
Salesperson Code	Salesperson Name
00019	Jeffrey Magid
Entry No.: 5	
Document Number: IN324012	
PO Number: 601263	
Account Set: ALL	
Terms: 0001	Due Date



**CITY of LIVONIA
OFFICE OF THE CITY CLERK**

33000 CIVIC CENTER DRIVE, LIVONIA, MICHIGAN 48154
TELEPHONE (734) 466-2230

Received From: INTERNATIONAL EXTRUSIONS
Address 39001 SCHOOLCRAFT
City LIVONIA Zip 48150 Date 10/26/21

CERTIFICATES

Dollar Amount

BIRTHS ☐ LF# 0 **PAID** PARCHMENT

DEATHS ☐ LF# OCT 26 2021

CITY OF LIVONIA

GENERAL

☐ Maps, Books IFEC
☐ F.O.I.A. Copies
☐ Signs
☐ Grading Bond
☐ Petition, Waiver
☐ Election Fees
☐ Other

CASH ☐ CK# 017234 Total Amt. >

1006.00

BY. B. M.

No. 076498

CITIZEN'S COPY

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

Kathleen E. McIntyre
President

Scott Bahr
Vice President

Rob Gjonaj Donovic
Jim Jolly
Brandon McCullough
Laura M. Toy
Cathy K. White



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250

November 15, 2021

To be announced at the City Council Regular Meeting of **Monday, November 22, 2021**

**A Public Hearing for the following item will be held on
Monday, December 6, 2021
Livonia City Hall Auditorium
33000 Civic Center Drive
Livonia, Michigan 48154
7:00 P.M.**

Nick Noecker, International Extrusions, Inc, is requesting approval of an Industrial Facilities Exemption Certificate to accommodate an advanced extrusion line which will add qualified new jobs for fifty (50) individuals, located at 39001 Schoolcraft Road, Livonia, MI 48150. (Industrial Development Overlay District #112).

cc: Mayor, City Clerk (suggested publication 11/21/21), City Treasurer, City Attorney, Director of Planning & Economic Dev., City Assessor, City Engineer, Director of Public Works, Director of Finance and Director of Inspection

**CITY OF LIVONIA
PUBLIC HEARING**

Minutes of Meeting Held on Monday, December 6, 2021

A Public Hearing of the Council of the City of Livonia was held at the Livonia City Hall Auditorium on **Monday, December 6, 2021**.

MEMBERS PRESENT: Kathleen E. McIntyre, President
Scott Bahr, Vice President
Jim Jolly
Rob Donovic

MEMBERS ABSENT: Laura M. Toy
Brandon McCullough
Cathy K. White

OTHERS PRESENT: Paul Bernier, City Attorney
Mark Taormina, Planning and Economic Dev. Director
Sara Kasprovicz, Recording Secretary

The Public Hearing was called to order at 7:21 p.m. with President Kathleen McIntyre presiding. This item is regarding a request for approval of an Industrial Facilities Exemption Certificate for the addition of a pre-engineered metal building for fabricating complex, light weight metal shapes used for electric vehicles, aerospace, and defense industries, located at 12550 Tech Center Drive, Livonia, MI 48150. (Industrial Development Overlay District #108) This item will move to the Regular Meeting of **December 13, 2021**.

The Public Hearing is now open. There was 1 person in the audience.

McIntyre: Mr. Taormina.

Taormina: Thank you, Madam President. This abatement request is by Tooling Equipment International, or TEI, a Livonia based company for over twenty (20) years. TEI operates in an output approximate of 75,000 square foot facility which is at the north end of Tech Center Drive, located off of Plymouth Road between Sears and Middlebelt. TEI is a leader in design engineering and manufacturing of equipment for the aluminum casting industry. They specialize in castings and prototypes, tooling and automation systems serving a wide variety of customers, including automotive, aerospace and defense as mentioned. To meet increased customer demand and provide additional R&D opportunities using advanced casting technologies, TEI is expanding its footprint with the construction of a new 16,440 square foot foundry and casting center. This new building will be added to the company's existing 10,000 square foot casting center, which is at 12560 Tech Center Drive, located adjacent to TEI's main facility. The projected capital investment including both real and personal property cost is over \$15 million. This includes an estimated

\$4 million in real property cost for the construction of the new casting center, which is currently underway. TEI's investment in Livonia will save approximately twenty-five (25) existing jobs, it will create twenty (20) new jobs within two (2) years of completion. Approval of the abatement in lieu of paying ad valorem property taxes will reduce the company's tax by a new investment by approximately 26 mils, so roughly 44%. Even with the abatement, the projected \$4 million in real property investment would generate approximately \$65,000 annually in tax revenue, including \$14,000 to the city. As always, this incentive application does not impact any existing assessments. Currently, the total estimated true cash value of TEI's Livonia real property assets is about \$2.6 million with a taxable value of approximately \$1.32 million. In 2021, TEI will pay a total of approximately \$82,000 in property taxes. TEI is requesting a twelve (12) year abatement in line with Livonia's tax incentive guidelines, and we apologize this evening, TEI is running unrepresented tonight. I believe, Madam President, you understand the circumstances which he cannot be here.

McIntyre: Thank you for representing him, Mark. For the rest of Council, extenuating circumstances with a family member's health, so Mark offered to represent the petitioner. Giving these extenuating circumstances, I thought that would be very appropriate that we do that. Questions?

Jolly: With that answer, I'll offer an approving. We'll have an opportunity at the Regular meeting if we have questions, correct?

Taormina: Correct.

McIntyre: All right, anyone else? Yes.

Bahr: Mark, just curious. Given the history of this building, this used to be TRW, right? Did they buy this them? Is that not back there anymore?

Taormina: Since I've been here, it was never occupied by TRW. This building I think has not been part of TRW, it was Chelsea Hayes, I think. I believe this was always the outlier in that complex of buildings.

Bahr: I thought were all part of that, I was just curious.

McIntyre: Anyone else? All right, with that, the public hearing is closed. Thank you very much Mark.

As there were no further questions or comments, the Public Hearing was declared closed at 7:26 p.m.

PUBLIC HEARING DIRECTION

DECEMBER 6, 2021

APPLICATION FOR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE:

submitted by Pat Slattery, Tooling and Equipment International Corporation, for the addition of a pre-engineered metal building for fabricating complex, light weight metal shapes used for electric vehicles, aerospace, and defense industries, located at 12550 Tech Center Drive, Livonia, MI 48150. (Industrial Development Overlay District #108)

DIRECTION: 1) APPROVING

APPLICATION FOR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE:

submitted by Nick Noecker, International Extrusions, Inc., to accommodate an advanced extrusion line which will add qualified new jobs for fifty (50) individuals, located at 39001 Schoolcraft Road, Livonia, MI 48150. (Industrial Development Overlay District #112)

DIRECTION: 1) APPROVING

**THESE ITEMS ARE TO BE PLACED ON THE
AGENDA FOR THE REGULAR MEETING OF DECEMBER 13, 2021**



LETTER TO THE LIVONIA CITY COUNCIL

22.

Council Office
November 19, 2021

MEETING DATE

December 13, 2021

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

APPLICATION FOR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATES: Pat Slattery, Tooling and Equipment International Corporation, re: for the addition of a pre-engineered metal building for fabricating complex, light weight, metal shapes used for electric vehicles, aerospace, and defense industries, located at 12550 Tech Center Drive, Livonia, MI 48150. (Industrial Development Overlay District #108)

(Public Hearing held on December 6, 2021)

BACKGROUND

RECOMMENDATION

To consider approval of an Industrial Facilities Exemption Certificate for the addition of a pre-engineered metal building for fabricating complex, light weight, metal shapes used for electric vehicles, aerospace, and defense industries, located at 12550 Tech Center Drive, Livonia, MI 48150.

FISCAL CONSIDERATION

ATTACHMENTS

1. LTC: PH120621
2. PH120621 (Tooling and Equip International) 12550 Tech Center Dr (IFEC)
3. PH120621 Tooling and Equipment International Corp (12550 Tech Center Drive) IFEC ANNOUNCEMENT

APPROVED BY



LETTER TO THE LIVONIA CITY COUNCIL

Council Office
November 9, 2021

MEETING DATE

December 6, 2021

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

Pat Slattery, Tooling and Equipment International Corporation, is requesting approval of an Industrial Facilities Exemption Certificate for the addition of a pre-engineered metal building for fabricating complex, light weight, metal shapes used for electric vehicles, aerospace, and defense industries, located at 12550 Tech Center Drive, Livonia, MI 48150. (Industrial Development Overlay District #108)

BACKGROUND

RECOMMENDATION

To consider approval of an Industrial Facilities Exemption Certificate for the addition of a pre-engineered metal building for fabricating complex, light weight, metal shapes used for electric vehicles, aerospace, and defense industries, located at 12550 Tech Center Drive, Livonia, MI 48150.

FISCAL CONSIDERATION

ATTACHMENTS

1. PH120621 (Tooling and Equip International) 12550 Tech Center Dr (IFEC)
2. PH120621 Tooling and Equipment International Corp (12550 Tech Center Drive) IFEC ANNOUNCEMENT

APPROVED BY

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7460.

RECEIVED
OFFICE OF THE CITY CLERK
2021 OCT 20 PM 12:37

To be completed by Clerk of Local Government Unit	
Signature of Clerk	▶ Date Received by Local Unit
STC Use Only	
▶ Application Number	▶ Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) Tooling and Equipment International Corp.		▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 331524	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 12550 Tech Center Drive		▶ 1d. City/Township/Village (indicate which) Livonia	▶ 1e. County Wayne
▶ 2. Type of Approval Requested ☒ New (Sec. 2(5)) ☐ Transfer ☐ Speculative Building (Sec. 3(8)) ☐ Rehabilitation (Sec. 3(6)) ☐ Research and Development (Sec. 2(10)) ☐ Increase/Amendment		▶ 3a. School District where facility is located Livonia Public Schools	▶ 3b. School Code
		4. Amount of years requested for exemption (1-12 Years) 12	
5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed. The addition of a pre-engineered metal building with approximately 19,000 square feet of manufacturing space that includes a 5 and 10 ton crane. The space will be used to fabricate complex light weight metal shapes that are used for electric vehicles, aerospace and defense industries. As part of this expansion, foundation improvements and new equipment will be installed in the existing machine shop. Please see attached list of investments			
6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.		▶ 4,199,728 Real Property Costs	
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total		▶ 10,930,893 Personal Property Costs	
6c. Total Project Costs * Round Costs to Nearest Dollar		▶ 15,130,621 Total of Real & Personal Costs	
7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.			
	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	▶ 07/01/2021	05/15/2022	▶ ☒ Owned ☐ Leased
Personal Property Improvements	▶ 01/01/2021	03/01/2023	▶ ☒ Owned ☐ Leased
▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No			
▶ 9. No. of existing jobs at this facility that will be retained as a result of this project. 95		▶ 10. No. of new jobs at this facility expected to create within 2 years of completion. 20	
11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.			
a. TV of Real Property (excluding land)			
b. TV of Personal Property (excluding inventory)			
c. Total TV			
▶ 12a. Check the type of District the facility is located in: ☒ Industrial Development District ☐ Plant Rehabilitation District			
▶ 12b. Date district was established by local government unit (contact local unit) 10/08/2021		▶ 12c. Is this application for a speculative building (Sec. 3(8))? ☐ Yes ☒ No	

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Patrick Slattery	13b. Telephone Number (734) 522-1422	13c. Fax Number (734) 522-1780	13d. E-mail Address patrick.slattery@teintl.com
14a. Name of Contact Person Patrick Slattery	14b. Telephone Number (734) 522-1422	14c. Fax Number (734) 522-1780	14d. E-mail Address patrick.slattery@teintl.com
▶ 15a. Name of Company Officer (No Authorized Agents) Pat Slattery			
15b. Signature of Company Officer (No Authorized Agents) Pat Slattery		15c. Fax Number (734) 522-1780	15d. Date 10/11/2021
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 12550 Tech Center Drive		15f. Telephone Number (734) 522-1422	15g. E-mail Address Oliver.Johnson@teintl.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit ☐ Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion ☐ Yes ☐ No ☐ Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable ☐ 1. Original Application plus attachments, and one complete copy ☐ 2. Resolution establishing district ☐ 3. Resolution approving/denying application. ☐ 4. Letter of Agreement (Signed by local unit and applicant) ☐ 5. Affidavit of Fees (Signed by local unit and applicant) ☐ 6. Building Permit for real improvements if project has already begun ☐ 7. Equipment List with dates of beginning of installation ☐ 8. Form 3222 (if applicable) ☐ 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable ☐ 1. Notice to the public prior to hearing establishing a district. ☐ 2. Notice to taxing authorities of opportunity for a hearing. ☐ 3. List of taxing authorities notified for district and application action. ☐ 4. Lease Agreement showing applicants tax liability.		
16c. School Code		
17. Name of Local Government Body		▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury
 State Tax Commission
 PO Box 30471
 Lansing, MI 48909

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

CITY OF LIVONIA
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE AGREEMENT

WHEREAS, the City of Livonia is a Home Rule Michigan Municipal Corporation and a local governmental unit within the meaning of Act 198 of the Public Acts of 1974 as amended; and

WHEREAS, Act 198 as amended provides for the consideration by a local governmental unit of an application for an Industrial Facilities Exemption Certificate; and

WHEREAS, effective April 1, 1994, Act 198 has been amended and said amendment requires a written agreement between the local governmental unit and the owner of an industrial facility which is to be filed with the Department of Treasury; and

WHEREAS, _____ is an industrial facility, or wishes to become an industrial facility, within an established plant rehabilitation district or industrial development district within the City of Livonia; and

WHEREAS, all conditions precedent as required by Act 198 as amended have been met; and

WHEREAS, _____ has filed an application for an Industrial Facilities Exemption Certificate with the City Clerk within an established district.

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1. The application for an Industrial Facilities Exemption Certificate is approved for a period of _____ years ending on December 30, _____.
2. The approval of the City of Livonia is based upon a legislative finding that the granting of the Industrial Facilities Exemption Certificate considered with the aggregate amount of previously granted Industrial Facilities Exemption Certificates does not have the effect of substantially impeding the operation of the City of Livonia or impairing the financial soundness of a taxing unit that levies an ad valorem property tax within the City of Livonia.
3. In the event the applicant, _____ ceases doing business or lays off more than 50 percent of its work force for a period of six months or more prior to the expiration of the Industrial Facilities Exemption Certificate, the remaining term of years shall be null and void and all ad valorem taxes abated as a result of the issuance of the Industrial Facilities Exemption Certificate shall immediately become due and payable upon demand by the City. Furthermore, failure by _____ to pay said abated taxes within 30 days shall result in the City placing a lien upon all properties covered by the Industrial

Facilities Exemption Certificate on the tax rolls of the City and/or County which lien may not be discharged until the payment thereof and which lien shall be treated in the same manner as delinquent taxes.

4. The provisions of Paragraph 3 shall be implemented pursuant to Act 198, Sections 13 and 15, since the purposes for the issuance of the certificate are no longer being fulfilled and there is no reasonable likelihood that employment will be created or retained.
5. The Company shall have the duty to notify the City of Livonia in writing within 24 hours of the date which the facility has been closed or more than 50 percent of its employees have been laid off. The failure to do so shall result in the addition of penalties, interest, and costs allowed by statute in the case of delinquent taxes to be levied on the abated taxes in addition to the principal amounts.
6. The Company has indicated that at least _____ jobs will be added/retained (choose one) to its workforce within twelve months.
The Company has indicated an investment of \$ _____ in the facility within twelve months of the date of this agreement. This investment shall include the cost of building improvements, machinery and equipment, as well as furniture and fixtures.
7. If, after twelve months from the date of this agreement, and any time subsequent thereto, _____ has not employed the number of persons set forth in Paragraph 6, or has not made the investment specified in Paragraph 6, the City could request that the State Tax Commission review the number of years of the certificate.
8. No later than the 10th day of January immediately following the second year after the issuance of the Industrial Facilities Exemption Certificate (IFEC), and biannually thereafter the Company shall submit a letter to the City Assessor stating:
 - a. The number of new jobs identified in the IFEC application within a two-year period and the actual number of new jobs;
 - b. If the IFEC was granted on the basis of job retention, the number of employees at the time of the application and the current number of employees;
 - c. If projection for creation or retention of jobs was not reached, give explanation.
 - d. The estimated project cost given in the application and the actual project cost.
 - e. If actual project costs differ substantially from projected cost, give explanation.

- f. Current number of employees and their communities of residence.
 - g. If the current number of employees is less than the number of projected in the application, an explanation for the reduced number shall be included.
- 9. The Company agrees to remain in the City of Livonia for the period of the Industrial Facilities Exemption Certificate in order to retain the benefits of the abated taxes unless permission for relocation is granted by the City Council. Failure to obtain permission for relocation prior to the end of the term of the Industrial Facilities Exemption Certificate shall result in the right of the City to recapture from _____ all taxes abated plus interest at the rate of six (6) per cent per year compounded annually. Should the company relocate without said permission, the taxes and interest shall be a lien placed upon the tax rolls of the City and/or County and collected in the same manner set forth in Paragraph 3.
- 10. The Company agrees it will NOT seek further tax relief relative to the subject property and all property situated in the City of Livonia. The Company agrees to waive its appeal rights on the assessed, taxable and state equalized values as to all real and personal property situated in the City of Livonia, including but not limited to the subject property, in any and all forums, during the period of abatement and two (2) years thereafter.
- 11. The covenants herein shall bind the heirs, designees, legatees, assigns and successors of the respective parties. This contract shall be governed by the laws of the State of Michigan. In the event that any provision of this agreement shall be deemed to be unlawful or unenforceable, it shall be construed to be severed here from and not to affect the enforceability of any provision herein contained.
- 12. This agreement shall not be effective until approved by the City Council of the City of Livonia and signed by the Mayor and City Clerk of the City and the appropriate company representatives.

CITY OF LIVONIA
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE AGREEMENT

WITNESSES:

CITY OF LIVONIA

By: _____
Maureen Miller Brosnan, Mayor

Date: _____

By: _____
Susan Nash, City Clerk

Date: _____

(Company Name)

By: _____
(Name)

Its: _____
(Title)

Date: _____

INDUSTRIAL FACILITIES EXEMPTION APPLICATION AFFIDAVIT OF FEES

In accordance with State Tax Commission Bulletin No. 3 dated January 1998, the Local Unit and Applicant for Industrial Facilities Exemption Certificate do hereby swear and affirm that no payment of any kind, whether they be referred to as "fees," "payments in lieu of taxes," "donations," or by other like terms, such payments are contrary to the legislative intent of Act 198 that exemption certificates have the effect of abating all ad valorem property taxes levied by taxing units with the unit of local government which approves the certificate.

We do swear and affirm by our signatures below that "no payment of any kind in excess of the fee allowed, as amended by Public Act 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certificate application."

City / Twp / Village of _____

Signed _____

Print Name _____

Title _____

Dated _____

Applicant _____

Signed _____

Print Name _____

Title _____

Dated _____

Item
CMM (Wenzel)
DMU 100P
DMU 100 Tool Holders
DMU 125P
DMG 200G
Fadal Mill 1280
Forklift
Grob
Tinker Omega Shakeout Deck
3-D Printer
Upgraded Crane for new construction
DMU Foundation Improvements
Silo Foundations
Hoppe Incremental Design Costs
Concrete Pad for Breakout
Uninterruptable Power Supply
Air compressors
Generator
Mezzanine Constructions
Speaker System
Lathe
Conveyor
New Construction (Against the LOC)
New Construction (Incidentals)
Heat Treatment (New)
Parts Blasting
Molding & Casting
New cranes / existing foundry
Giant X-Ray
Molding & Reclamation
Robotic De-gate
MetraSCAN Scanner
Heat Treatment (Refurbished)



CITY of LIVONIA
OFFICE OF THE CITY CLERK

33000 CIVIC CENTER DRIVE, LIVONIA, MICHIGAN 48154
TELEPHONE (734) 466-2230

Received From: TOOLING EQUIPMENT INTL
Address 12550 Tech Center DR
City Livonia Zip 48150 Date 10-20-21

CERTIFICATES

Dollar Amount

BIRTHS ☐ LF# CC PARCHMENT

DEATHS ☐ LF# CC

PAID

OCT 20 2021

GENERAL CITY OF LIVONIA

☐ Maps, Books

☐ F.O.I.A. Copies

☐ Signs IFEC

☐ Grading Bond

☐ Petition, Waiver

☐ Election Fees PAID

☐ Other

OCT 20 2021

CASH ☐ CK# 10120 CITY OF LIVONIA Total Amt. >

1,000.00

BY.

BJM

No. 076438

CITIZEN'S COPY

Date	Invoice Number	Comment	Amount	Discount Amount	Net Amount
10/19/2021	2021-10-11 TAX ABATE		1,000.00	0.00	1,000.00

Check: 016120 10/19/2021 CITY OF LIVONIA Check Total: 1,000.00



"THE BLUEPRINT FOR QUALITY"

TOOLING & EQUIPMENT INTERNATIONAL
125 50 TECH CENTER DRIVE - LIVONIA, MICHIGAN 48150-2193

Ph: (734) 522-1422
Fax: (734) 522-1780

Bank of America
ACH R/T 072000805

16120
9-80/720 MI
1290

10/19/2021 *****1,000.00*

*ONE THOUSAND AND XX / 100

**PAY
TO THE
ORDER
OF**

CITY OF LIVONIA

VOID AFTER 90 DAYS

[Handwritten Signature]

AUTHORIZED SIGNATURE

⑈016120⑈ ⑆072000805⑆ 375011522985⑈

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

Kathleen E. McIntyre
President

Scott Bahr
Vice President

Rob Gjonaj Donovic
Jim Jolly
Brandon McCullough
Laura M. Toy
Cathy K. White



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250

November 15, 2021

To be announced at the City Council Regular Meeting of **Monday, November 22, 2021**

**A Public Hearing for the following item will be held on
Monday, December 6, 2021
Livonia City Hall Auditorium
33000 Civic Center Drive
Livonia, Michigan 48154
7:00 P.M.**

Pat Slattery, Tooling and Equipment International Corporation, is requesting approval of an Industrial Facilities Exemption Certificate for the addition of a pre-engineered metal building for fabricating complex, light weight metal shapes used for electric vehicles, aerospace, and defense industries, located at 12550 Tech Center Drive, Livonia, MI 48150. (Industrial Development Overlay District #108)

cc: Mayor, City Clerk (suggested publication 11/21/21), City Treasurer, City Attorney, Director of Planning & Economic Dev., City Assessor, City Engineer, Director of Public Works, Director of Finance and Director of Inspection