

OFFICE OF THE COUNCIL

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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
WEDNESDAY, FEBRUARY 16, 2022
7:00 P.M.**

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(734) 466-2250**

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

**1938th Regular Meeting of the Council of the City of Livonia
Wednesday, February 16, 2022**

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 1937th Regular Meeting of January 31, 2022

AUDIENCE COMMUNICATION

REPORTS FROM THE MAYOR AND OTHER CITY OFFICIALS

[a. Communication from the Department of Finance, dated January 24, 2022, re: forwarding various financial statements of the City of Livonia for the month ending October 30, 2021.](#)

[b. Communication from the Department of Finance, dated January 24, 2022, re: forwarding the Quarterly Investment Report for the City of Livonia for the quarter ending November 30, 2021.](#)

CONSENT AGENDA

1. [REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Robert Rais, Knights of Columbus, re: to allow a car show with a DJ at Saint Colette's Catholic Church, 17600 Newburgh Road on Saturday, June 4, 2022 from 9:00 a.m. to 3:00 p.m.](#)
2. [REAPPOINTMENT OF WILLIAM TANCILL TO THE LIVONIA BOARD OF REVIEW: Office of the Mayor, re: for a three-year term, which will expire on February 16, 2025.](#)
3. [WAIVER PETITION: Planning Commission, re: Petition 2021-11-02-24 submitted by R & E Landscaping and Construction, L.L.C. requesting to construct and operate a special trade contractor's yard at 34413 Rosati Avenue, located on the west side of Stark Road just south of the CSX Railroad in the Southwest ¼ of Section 28.](#)
4. [REQUEST FOR AUTHORIZATION TO PURCHASE DELL VMWARE HOST SERVERS AND SWITCHES: Information Systems Department, re: for the City Hall Data Center, from budgeted funds.](#)

Revised Agenda for the Regular Meeting of February 16, 2022

5. REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE FROM SOLE SOURCE PROVIDER: Livonia Fire Department, re: for two (2) Zoll Cardiac Monitors to replace outdated or decertified equipment which are a critical piece of life saving equipment, from budgeted funds.
6. REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) 2022 LIFE LINE TYPE-1 SUPERLINER AMBULANCE: Livonia Fire Department, re: replace current frontline vehicle as part of our vehicle replacement program, from budgeted funds.
7. REQUEST FOR AUTHORIZATION TO PURCHASE THREE (3) 2022 FORD F150 RESPONDER SUPER CREW 4X4 PICKUP TRUCKS: Livonia Fire Department, re: replace current frontline vehicles and will add versatility and safety to the fleet, while enhancing response capabilities, from budgeted funds.
8. REQUEST TO AUTHORIZE EXPENDITURE: Department of Public Works, Water & Sewer Department, re: to enable payment for the 2022 subscription to the MISS DIG service, from budgeted funds.
9. REQUEST TO AUTHORIZE APPROPRIATION AND EXPENDITURE: Department of Public Works, re: emergency water repair of pressure reducing valve near Eight Mile and Grand River, from budgeted funds.
10. AWARD OF BID: Public Works Division; re: for the preparation and painting of the interior of the Fleet Maintenance Garage, from budgeted funds.
11. REQUEST TO APPROVE THE ESTABLISHMENT OF IMPROVEMENT BONDS: Engineering Division, re: to assure the installation of public improvements at Emerson Oaks Site Condominium; located on the north side of West Chicago Avenue, west of Harrison Avenue (28400 West Chicago Avenue formerly Wilson Elementary School site) in the Northwest 1/4 of Section 36. (CR 136-21).

UNFINISHED BUSINESS - MEETINGS OF THE COMMITTEE

12. COMMITTEE OF THE WHOLE - Meeting of January 26, 2022
 - a. Subject matter of the City's Road Millage renewal. (CR 03-22)
NEW DATA ITEM 12a - Proposed resolution regarding City's Road Millage Renewal
 - b. Subject matter requesting an increase in compensation for the classification of Director of Administrative Services to align with the current salaries of Department Heads with similar responsibilities and to re-title the classification of Director of Administrative Services to Chief of Staff. (CR 375-21).

UNFINISHED BUSINESS

13. PROPOSED AMENDMENT TO LIVONIA CODE OF ORDINANCE, AS AMENDED: Department of Law, re: to amend Chapter 08, Sections 020 and 030 (Department of Administrative Services) of Title 2 (Administration and Personnel) to create and establish a department under the direction of the Chief of Staff, to provide liaison between the Mayor and other administrative departments, the Council, and the community.

Revised Agenda for the Regular Meeting of February 16, 2022

14. ROLL CALL: Proposed Amendment to the Livonia Code of Ordinances, as amended: Planning and Economic Development Department, re: to amend Section 15.56 Section 035 (Permits and Inspection Fees), to add and revise Zoning Fees, including Zoning Board of Appeals Fees, Site Plan Review Application Fees, Waiver and Conditional Use Fees, Appeal to City Council Fee, and Zoning Amendment Fees, and to comport with Livonia Vision 21 Zoning Ordinance.
First Reading given by Council Member Scott Bahr on Monday, January 31, 2022.
15. REQUEST TO APPROVE THE SECOND AMENDMENT TO LEASE AGREEMENT WITH 123.NET, LLC.: Information Systems Department, re: to allow 123.Net to provide fiber network connectivity to (16) sixteen City facilities (CR 188-19).
16. AWARD OF CONTRACT: Department of Public Works, re: for the Fats, Oils and Grease (FOG) Prevention Treatment, through December 31, 2023, with the option to extend for an additional two years, from budgeted funds.
17. AWARD OF CONTRACT: Department of Public Works; re: with Plante Moran Cresa, LLC, to provide professional engineering services for Space Needs Assessments and Capital Planning; from budgeted funds.
18. ADMINISTRATIVE RESPONSE TO CR 242-21: Office of the Mayor, re: subject matter of urban environment concerns.

NEW BUSINESS

19. REQUEST FOR THE SUBJECT MATTER OF THE AMERICAN RESCUE PLAN ACT, BE PLACED IN THE COMMITTEE OF THE WHOLE FOR FURTHER DISCUSSION: Finance Director, Michael T. Slater, re: to update Council on the Final Rule governing the expenditure of these grant funds and discuss the allocation of the remaining funds.
20. REQUEST TO AMEND COUNCIL RESOLUTION 20-22: Livonia Housing Commission, re: to amend the Livonia Housing Commission Executive Director position adjustment to be retroactive as of December 1, 2021.

AUDIENCE COMMUNICATION

SUSAN M. NASH, CITY CLERK

NOTICE(S)

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.**

Pursuant to the above notice, Laura M. Toy will be attending this meeting via conference call. She can be contacted in advance of the meeting at 734-466-2256 or ltoy@livonia.gov.



LETTER TO THE LIVONIA CITY COUNCIL

Finance
January 24, 2022

MEETING DATE

February 16, 2022

PREPARED BY

DeAnne Bates, Program Supervisor,

AGENDA ITEM

a. Communication from the Department of Finance, dated January 24, 2022, re: forwarding various financial statements of the City of Livonia for the month ending October 30, 2021.

BACKGROUND

Attached hereto are the various financial statements of the City of Livonia for the month ending October 31, 2021. These statements are summarized so that you may make a quick financial overview of the various funds. Detailed statements, in support of the summarized statements, have been forwarded electronically to the Council Office.

RECOMMENDATION

We respectfully request that City Council receive and file this report.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. BUDGET TO ACTUAL - COUNCIL SUMMARY - OCT 2021

APPROVED BY

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

Michael Slater, Finance Director

Date: January 26,
2022

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

Maureen Miller Brosnan, Mayor

Date: January 27,
2022



BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2021

Through 10/31/21

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 101 - GENERAL FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	63,341,002.00	(350,000.00)	62,991,002.00	2,952,017.41	.00	62,499,131.04	491,870.96	99	60,688,100.77
REVENUE TOTALS	\$63,341,002.00	(\$350,000.00)	\$62,991,002.00	\$2,952,017.41	\$0.00	\$62,499,131.04	\$491,870.96	99%	\$60,688,100.77
EXPENSE									
Department 101 - CITY COUNCIL	294,142.00	.00	294,142.00	31,105.69	.00	254,040.29	40,101.71	86	323,986.23
Department 173 - MAYOR'S OFFICE	602,660.00	.00	602,660.00	58,003.57	.00	530,284.86	72,375.14	88	519,889.92
Department 174 - COMMUNICATIONS	488,422.00	(40,000.00)	448,422.00	50,033.41	1,065.56	363,786.96	83,569.48	81	.00
Department 175 - GOVERNMENT AFFAIRS	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department 191 - ACCOUNTING	234,432.00	.00	234,432.00	47,202.64	.00	189,255.99	45,176.01	81	180,113.99
Department 192 - FINANCE DEPARTMENT	418,272.00	.00	418,272.00	39,203.90	.00	365,424.80	52,847.20	87	345,027.52
Department 215 - CITY CLERK	647,082.00	5,000.00	652,082.00	61,790.00	.00	563,337.80	88,744.20	86	496,825.74
Department 223 - INDEPENDENT AUDIT	35,609.00	.00	35,609.00	(1,220.00)	.00	39,382.04	(3,773.04)	111	31,775.99
Department 228 - INFORMATION SYSTEMS	1,194,503.00	.00	1,194,503.00	63,013.54	23,737.37	1,039,563.35	131,202.28	89	824,012.18
Department 236 - ETHICS BOARD	400.00	.00	400.00	.00	.00	177.20	222.80	44	27.52
Department 238 - NON DEPARTMENTAL	4,000.00	2,790,000.00	2,794,000.00	.00	.00	.00	2,794,000.00	0	.00
Department 247 - BOARD OF REVIEW	3,545.00	.00	3,545.00	.00	.00	2,755.84	789.16	78	2,432.89
Department 253 - TREASURER	566,689.00	.00	566,689.00	58,641.27	.00	466,169.48	100,519.52	82	457,614.29
Department 256 - TERMINATION PAY	950,000.00	.00	950,000.00	113,983.33	.00	1,076,783.10	(126,783.10)	113	693,466.85
Department 257 - ASSESSING	548,658.00	.00	548,658.00	64,421.77	.00	467,557.03	81,100.97	85	421,420.76
Department 261 - UTILITIES AND SUPPLIES	608,247.00	(50,000.00)	558,247.00	19,613.57	.00	333,009.13	225,237.87	60	306,203.21
Department 262 - ELECTION COMMISSION	348,186.00	(85,000.00)	263,186.00	18,187.25	.00	109,524.86	153,661.14	42	196,639.66
Department 263 - INSURANCE-GENERAL	91,711.00	.00	91,711.00	(3,607.00)	.00	84,922.40	6,788.60	93	73,185.35
Department 264 - INSURANCE-WORKERS COMP	325,299.00	.00	325,299.00	26,514.17	.00	489,185.25	(163,886.25)	150	233,233.60
Department 266 - LAW DEPARTMENT	850,822.00	.00	850,822.00	86,778.07	.00	747,773.05	103,048.95	88	713,231.43
Department 267 - EMPLOYEE BENEFITS CONTROL	42,000.00	.00	42,000.00	280,227.53	.00	172,513.23	(130,513.23)	411	(802,191.95)
Department 268 - NON-DEPT CAPITAL PROJECTS	531,000.00	.00	531,000.00	.00	.00	527,328.31	3,671.69	99	1,027,373.20
Department 269 - CIVIL SERVICE	821,138.00	(10,000.00)	811,138.00	78,680.61	.00	586,214.35	224,923.65	72	560,089.83
Department 271 - LABOR RELATIONS	96,500.00	.00	96,500.00	4,130.00	.00	66,316.25	30,183.75	69	57,403.76
Department 272 - DUES AND SUBSCRIPTIONS	51,000.00	.00	51,000.00	5,843.00	.00	47,432.00	3,568.00	93	52,127.00
Department 286 - 16TH DISTRICT COURT	3,323,235.00	.00	3,323,235.00	339,071.57	8,473.29	2,716,716.28	598,045.43	82	2,396,835.95
Department 302 - TRAFFIC BUREAU	1,215,460.00	.00	1,215,460.00	94,839.93	85,362.00	765,195.04	364,902.96	70	809,263.89
Department 304 - POLICE ADMINISTRATION	2,734,212.00	(402,729.00)	2,331,483.00	232,574.73	65,014.81	1,871,426.62	395,041.57	83	1,798,205.77
Department 306 - POLICE DATA PROCESSING	853,721.00	6,000.00	859,721.00	99,584.06	38,460.36	731,162.82	90,097.82	90	660,860.42
Department 307 - DETECTIVE BUREAU	3,400,555.00	26,000.00	3,426,555.00	314,765.84	18,975.14	2,999,949.08	407,630.78	88	2,635,057.59
Department 309 - AUTOMOTIVE SERVICE	556,150.00	.00	556,150.00	46,664.46	.00	447,275.68	108,874.32	80	280,877.95
Department 310 - POLICE COMMUNICATIONS	973,482.00	.00	973,482.00	88,089.68	33,424.00	658,981.34	281,076.66	71	705,318.85
Department 313 - CROSSING GUARDS	70,723.00	.00	70,723.00	8,551.48	.00	40,425.26	30,297.74	57	26,073.52
Department 316 - SCHOOL LIAISON	411,632.00	.00	411,632.00	26,381.38	.00	291,212.02	120,419.98	71	343,489.20
Department 318 - OFFICE OF EMERG PREP	133,515.00	(1,271.00)	132,244.00	10,270.94	.00	107,254.73	24,989.27	81	93,689.91
Department 319 - RESERVE POL/SPECIAL EVENT	342,593.00	.00	342,593.00	37,055.57	6,000.00	293,857.92	42,735.08	88	214,833.89



BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2021

Through 10/31/21

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 101 - GENERAL FUND									
EXPENSE									
Department 325 - POLICE PATROL BUREAU	13,476,216.00	(2,128,000.00)	11,348,216.00	1,112,224.69	6,310.27	9,866,216.80	1,475,688.93	87	9,243,196.97
Department 329 - INTELLIGENCE BUREAU	2,372,561.00	.00	2,372,561.00	165,720.10	92,439.00	1,454,454.42	825,667.58	65	1,481,619.62
Department 336 - FIRE ADMINISTRATION	1,260,045.00	(19,950.00)	1,240,095.00	132,417.33	1,723.45	1,109,785.29	128,586.26	90	1,012,984.73
Department 338 - FIRE FIGHTING	13,357,355.00	25,081.00	13,382,436.00	1,349,566.05	267,724.93	11,914,504.50	1,200,206.57	91	9,866,167.74
Department 341 - FIRE PREVENTION	824,309.00	(5,131.00)	819,178.00	83,230.38	.00	753,147.14	66,030.86	92	616,946.70
Department 371 - INSPECTION	1,685,617.00	(90,000.00)	1,595,617.00	157,514.44	.00	1,312,597.00	283,020.00	82	1,139,663.83
Department 381 - BLDG CODE BD OF APPEALS	861.00	.00	861.00	.00	.00	.00	861.00	0	.00
Department 435 - TRAFFIC COMMISSION	2,353.00	.00	2,353.00	145.33	.00	1,490.94	862.06	63	1,071.12
Department 441 - PUBLIC SERV ADMIN	8,391.00	(2,200.00)	6,191.00	3,361.89	.00	(201,112.52)	207,303.52	-3248	(155,432.34)
Department 443 - PUBLIC SERV-EQUIP MAINT	213,125.00	(85,000.00)	128,125.00	24,420.86	22,117.59	(147,614.50)	253,621.91	-98	(249,964.32)
Department 447 - ENGINEERING	1,269.00	2,200.00	3,469.00	36,409.60	1,035.23	(52,851.23)	55,285.00	-1494	(127,757.58)
Department 448 - STREET LIGHTING	231,648.00	.00	231,648.00	18,139.06	.00	189,554.42	42,093.58	82	237,235.42
Department 463 - MAINTENANCE-STREET	453,716.00	.00	453,716.00	56,295.59	6,600.96	56,095.92	391,019.12	14	(75,806.41)
Department 523 - PUBLIC SERV-BLDG MAINT	1,598,450.00	85,000.00	1,683,450.00	265,683.01	38,936.62	1,362,147.10	282,366.28	83	3,009,457.70
Department 524 - PARKS	1,425,183.00	(250,000.00)	1,175,183.00	143,031.27	2,340.00	870,228.97	302,614.03	74	814,146.77
Department 701 - PLANNING	726,945.00	(30,000.00)	696,945.00	66,322.46	.00	572,940.40	124,004.60	82	541,056.17
Department 702 - ZONING BOARD OF APPEALS	113,232.00	.00	113,232.00	4,820.43	.00	46,005.83	67,226.17	41	42,457.42
Department 752 - RECREATION ADMINISTRATION	164,486.00	(1,200.00)	163,286.00	28,839.12	1,095.07	124,405.79	37,785.14	77	331,257.05
Department 758 - RECREATION FACILITIES	28,825.00	15,000.00	43,825.00	13,153.56	5,449.25	41,296.78	(2,921.03)	107	383,883.67
Department 759 - RECREATION ATHLETICS	89,925.00	(13,800.00)	76,125.00	9,814.09	8,392.11	80,329.08	(12,596.19)	117	48,233.03
Department 820 - PARKS & REC - SENIOR SERVICES	610,066.00	.00	610,066.00	58,327.13	.00	491,099.39	118,966.61	80	378,339.67
Department 821 - P&R - GREENMEAD AND CULTURAL	917,520.00	.00	917,520.00	77,440.65	21,224.17	738,015.34	158,280.49	83	757,326.68
EXPENSE TOTALS	\$63,331,693.00	(\$260,000.00)	\$63,071,693.00	\$6,207,273.00	\$755,901.18	\$50,028,931.22	\$12,286,860.60	81%	\$45,974,479.55
Fund 101 - GENERAL FUND Totals									
REVENUE TOTALS	63,341,002.00	(350,000.00)	62,991,002.00	2,952,017.41	.00	62,499,131.04	491,870.96	99%	60,688,100.77
EXPENSE TOTALS	63,331,693.00	(260,000.00)	63,071,693.00	6,207,273.00	755,901.18	50,028,931.22	12,286,860.60	81%	45,974,479.55
Fund 101 - GENERAL FUND Totals	\$9,309.00	(\$90,000.00)	(\$80,691.00)	(\$3,255,255.59)	(\$755,901.18)	\$12,470,199.82	(\$11,794,989.64)		\$14,713,621.22



BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2021

Through 10/31/21

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 202 - MAJOR STREET FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	8,501,865.00	.00	8,501,865.00	(2,717.94)	.00	6,453,713.20	2,048,151.80	76	5,958,115.38
REVENUE TOTALS	\$8,501,865.00	\$0.00	\$8,501,865.00	(\$2,717.94)	\$0.00	\$6,453,713.20	\$2,048,151.80	76%	\$5,958,115.38
EXPENSE									
Department 448 - STREET LIGHTING	602,433.00	.00	602,433.00	39,000.00	.00	563,433.00	39,000.00	94	502,737.00
Department 451 - CONST-STREET AND BRIDGES	60,000.00	.00	60,000.00	.00	.00	.00	60,000.00	0	.00
Department 463 - MAINTENANCE-STREET	1,202,599.00	267,054.00	1,469,653.00	48,290.26	.00	683,514.26	786,138.74	47	997,484.92
Department 475 - MAINTENANCE-TRAFFIC SERV	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department 478 - MAINT-FREEWAY LIGHTING	25,000.00	.00	25,000.00	1,333.03	.00	14,480.68	10,519.32	58	14,404.83
Department 479 - SNOW AND ICE REMOVAL	728,799.00	.00	728,799.00	28,718.50	.00	304,827.00	423,972.00	42	288,981.00
Department 483 - ADMIN, ENGIN RECORD KEEPI	183,138.00	.00	183,138.00	15,261.00	.00	167,871.00	15,267.00	92	313,956.50
Department 484 - FUND TRANSFERS	7,200,000.00	.00	7,200,000.00	600,000.00	.00	6,600,000.00	600,000.00	92	6,050,000.00
EXPENSE TOTALS	\$10,001,969.00	\$267,054.00	\$10,269,023.00	\$732,602.79	\$0.00	\$8,334,125.94	\$1,934,897.06	81%	\$8,167,564.25
Fund 202 - MAJOR STREET FUND Totals									
REVENUE TOTALS	8,501,865.00	.00	8,501,865.00	(2,717.94)	.00	6,453,713.20	2,048,151.80	76%	5,958,115.38
EXPENSE TOTALS	10,001,969.00	267,054.00	10,269,023.00	732,602.79	.00	8,334,125.94	1,934,897.06	81%	8,167,564.25
Fund 202 - MAJOR STREET FUND Totals	(\$1,500,104.00)	(\$267,054.00)	(\$1,767,158.00)	(\$735,320.73)	\$0.00	(\$1,880,412.74)	\$113,254.74		(\$2,209,448.87)



BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2021

Through 10/31/21

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 203 - LOCAL STREET FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	10,435,624.00	.00	10,435,624.00	599,040.18	.00	9,045,999.31	1,389,624.69	87	8,309,439.87
REVENUE TOTALS	\$10,435,624.00	\$0.00	\$10,435,624.00	\$599,040.18	\$0.00	\$9,045,999.31	\$1,389,624.69	87%	\$8,309,439.87
EXPENSE									
Department 448 - STREET LIGHTING	118,000.00	.00	118,000.00	9,833.00	.00	108,163.00	9,837.00	92	93,500.00
Department 451 - CONST-STREET AND BRIDGES	125,000.00	.00	125,000.00	.00	.00	.00	125,000.00	0	.00
Department 463 - MAINTENANCE-STREET	1,559,669.00	10,000.00	1,569,669.00	120,596.00	.00	1,439,109.46	130,559.54	92	1,255,500.15
Department 475 - MAINTENANCE-TRAFFIC SERV	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department 479 - SNOW AND ICE REMOVAL	421,437.00	.00	421,437.00	35,117.00	.00	386,287.00	35,150.00	92	380,897.00
Department 483 - ADMIN, ENGIN RECORD KEEPI	654,768.00	.00	654,768.00	54,562.00	.00	600,182.00	54,586.00	92	417,901.00
Department 484 - FUND TRANSFERS	7,900,000.00	.00	7,900,000.00	658,333.00	.00	7,241,663.00	658,337.00	92	7,241,663.00
EXPENSE TOTALS	\$10,778,874.00	\$10,000.00	\$10,788,874.00	\$878,441.00	\$0.00	\$9,775,404.46	\$1,013,469.54	91%	\$9,389,461.15
Fund 203 - LOCAL STREET FUND Totals									
REVENUE TOTALS	10,435,624.00	.00	10,435,624.00	599,040.18	.00	9,045,999.31	1,389,624.69	87%	8,309,439.87
EXPENSE TOTALS	10,778,874.00	10,000.00	10,788,874.00	878,441.00	.00	9,775,404.46	1,013,469.54	91%	9,389,461.15
Fund 203 - LOCAL STREET FUND Totals	(\$343,250.00)	(\$10,000.00)	(\$353,250.00)	(\$279,400.82)	\$0.00	(\$729,405.15)	\$376,155.15		(\$1,080,021.28)



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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 204 - ROAD - SIDEWALK & TREE									
REVENUE									
Department 000 - ACCOUNT BALANCES	12,222,041.00	.00	12,222,041.00	651,320.40	.00	11,561,378.36	660,662.64	95	11,465,307.41
REVENUE TOTALS	\$12,222,041.00	\$0.00	\$12,222,041.00	\$651,320.40	\$0.00	\$11,561,378.36	\$660,662.64	95%	\$11,465,307.41
EXPENSE									
Department 441 - PUBLIC SERV ADMIN	33,794.00	.00	33,794.00	2,816.00	.00	30,976.00	2,818.00	92	25,355.00
Department 447 - ENGINEERING	2,287,000.00	184,387.00	2,471,387.00	180,743.19	.00	1,468,976.99	1,002,410.01	59	979,122.56
Department 463 - MAINTENANCE-STREET	10,115,000.00	1,959,553.00	12,074,553.00	1,495,893.78	.00	7,641,382.93	4,433,170.07	63	7,411,219.52
Department 530 - FORESTRY	125,000.00	5,058.00	130,058.00	.00	.00	122,788.00	7,270.00	94	101,160.00
EXPENSE TOTALS	\$12,560,794.00	\$2,148,998.00	\$14,709,792.00	\$1,679,452.97	\$0.00	\$9,264,123.92	\$5,445,668.08	63%	\$8,516,857.08
Fund 204 - ROAD - SIDEWALK & TREE Totals									
REVENUE TOTALS	12,222,041.00	.00	12,222,041.00	651,320.40	.00	11,561,378.36	660,662.64	95%	11,465,307.41
EXPENSE TOTALS	12,560,794.00	2,148,998.00	14,709,792.00	1,679,452.97	.00	9,264,123.92	5,445,668.08	63%	8,516,857.08
Fund 204 - ROAD - SIDEWALK & TREE Totals	(\$338,753.00)	(\$2,148,998.00)	(\$2,487,751.00)	(\$1,028,132.57)	\$0.00	\$2,297,254.44	(\$4,785,005.44)		\$2,948,450.33



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Fund 208 - COMMUNITY RECREATION									
REVENUE									
Department 000 - ACCOUNT BALANCES	6,956,311.00	22,600.00	6,978,911.00	262,779.77	.00	6,252,395.68	726,515.32	90	5,075,070.70
REVENUE TOTALS	\$6,956,311.00	\$22,600.00	\$6,978,911.00	\$262,779.77	\$0.00	\$6,252,395.68	\$726,515.32	90%	\$5,075,070.70
EXPENSE									
Department 755 - RECREATION CENTER	6,900,217.00	199,013.00	7,099,230.00	704,082.17	72,468.91	5,630,242.67	1,396,518.42	80	4,800,849.53
Department 756 - OTHER RECREATION	22,100.00	165,000.00	187,100.00	17,500.00	133,250.00	34,593.75	19,256.25	90	26,004.75
Department 757 - ICE RINK	392,814.00	.00	392,814.00	39,956.05	.00	392,814.58	(.58)	100	391,991.53
Department 776 - SPECIAL EVENTS	93,060.00	.00	93,060.00	2,363.93	1,330.38	71,357.83	20,371.79	78	55,202.43
Department 795 - SWIMMING POOL - BOTSFORD	274,160.00	101,980.00	376,140.00	343.31	4,000.00	311,607.41	60,532.59	84	101,713.78
Department 796 - SWIMMING POOL - CLEMENT C	140,082.00	23,130.00	163,212.00	7,052.91	59,197.00	82,009.77	22,005.23	87	96,245.73
Department 797 - SWIMMING POOL - SHELDON	162,922.00	(16,110.00)	146,812.00	106.95	3,326.00	38,960.04	104,525.96	29	1,334.24
EXPENSE TOTALS	\$7,985,355.00	\$473,013.00	\$8,458,368.00	\$771,405.32	\$273,572.29	\$6,561,586.05	\$1,623,209.66	81%	\$5,473,341.99
Fund 208 - COMMUNITY RECREATION Totals									
REVENUE TOTALS	6,956,311.00	22,600.00	6,978,911.00	262,779.77	.00	6,252,395.68	726,515.32	90%	5,075,070.70
EXPENSE TOTALS	7,985,355.00	473,013.00	8,458,368.00	771,405.32	273,572.29	6,561,586.05	1,623,209.66	81%	5,473,341.99
Fund 208 - COMMUNITY RECREATION Totals	(\$1,029,044.00)	(\$450,413.00)	(\$1,479,457.00)	(\$508,625.55)	(\$273,572.29)	(\$309,190.37)	(\$896,694.34)		(\$398,271.29)



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Fund 211 - DESIGNATED PURPOSE									
REVENUE									
Department 000 - ACCOUNT BALANCES	120,000.00	150.00	120,150.00	6,524.01	.00	71,441.35	48,708.65	59	39,230.75
REVENUE TOTALS	\$120,000.00	\$150.00	\$120,150.00	\$6,524.01	\$0.00	\$71,441.35	\$48,708.65	59%	\$39,230.75
EXPENSE									
Department 000 - ACCOUNT BALANCES	120,000.00	45,000.00	165,000.00	3,015.54	10,140.00	32,779.47	122,080.53	26	33,411.97
EXPENSE TOTALS	\$120,000.00	\$45,000.00	\$165,000.00	\$3,015.54	\$10,140.00	\$32,779.47	\$122,080.53	26%	\$33,411.97
Fund 211 - DESIGNATED PURPOSE Totals									
REVENUE TOTALS	120,000.00	150.00	120,150.00	6,524.01	.00	71,441.35	48,708.65	59%	39,230.75
EXPENSE TOTALS	120,000.00	45,000.00	165,000.00	3,015.54	10,140.00	32,779.47	122,080.53	26%	33,411.97
Fund 211 - DESIGNATED PURPOSE Totals	\$0.00	(\$44,850.00)	(\$44,850.00)	\$3,508.47	(\$10,140.00)	\$38,661.88	(\$73,371.88)		\$5,818.78



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Fund 226 - MUNICIPAL REFUSE FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	11,986,251.00	.00	11,986,251.00	(3,795.06)	.00	11,886,943.39	99,307.61	99	11,847,080.78
REVENUE TOTALS	\$11,986,251.00	\$0.00	\$11,986,251.00	(\$3,795.06)	\$0.00	\$11,886,943.39	\$99,307.61	99%	\$11,847,080.78
EXPENSE									
Department 521 - SANITATION	1,159,639.00	28,000.00	1,187,639.00	100,239.97	22,042.00	939,972.87	225,624.13	81	883,921.61
Department 528 - PUBLIC SERVICE	10,876,144.00	188,584.00	11,064,728.00	1,275,594.45	84,643.20	9,331,047.98	1,649,036.82	85	8,744,324.68
Department 529 - ANIMAL CONTROL	313,799.00	2,300.00	316,099.00	49,521.24	274.54	235,015.77	80,808.69	74	379,803.23
EXPENSE TOTALS	\$12,349,582.00	\$218,884.00	\$12,568,466.00	\$1,425,355.66	\$106,959.74	\$10,506,036.62	\$1,955,469.64	84%	\$10,008,049.52
Fund 226 - MUNICIPAL REFUSE FUND Totals									
REVENUE TOTALS	11,986,251.00	.00	11,986,251.00	(3,795.06)	.00	11,886,943.39	99,307.61	99%	11,847,080.78
EXPENSE TOTALS	12,349,582.00	218,884.00	12,568,466.00	1,425,355.66	106,959.74	10,506,036.62	1,955,469.64	84%	10,008,049.52
Fund 226 - MUNICIPAL REFUSE FUND Totals	(\$363,331.00)	(\$218,884.00)	(\$582,215.00)	(\$1,429,150.72)	(\$106,959.74)	\$1,380,906.77	(\$1,856,162.03)		\$1,839,031.26



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Fund 242 - LIVONIA BROWNFIELD - LSRRF									
REVENUE									
Department 000 - ACCOUNT BALANCES	83,000.00	.00	83,000.00	(282.72)	.00	35,313.14	47,686.86	43	29,087.34
REVENUE TOTALS	\$83,000.00	\$0.00	\$83,000.00	(\$282.72)	\$0.00	\$35,313.14	\$47,686.86	43%	\$29,087.34
EXPENSE									
Department 000 - ACCOUNT BALANCES	40,627.00	.00	40,627.00	2,552.26	.00	28,074.78	12,552.22	69	.00
EXPENSE TOTALS	\$40,627.00	\$0.00	\$40,627.00	\$2,552.26	\$0.00	\$28,074.78	\$12,552.22	69%	\$0.00
Fund 242 - LIVONIA BROWNFIELD - LSRRF Totals									
REVENUE TOTALS	83,000.00	.00	83,000.00	(282.72)	.00	35,313.14	47,686.86	43%	29,087.34
EXPENSE TOTALS	40,627.00	.00	40,627.00	2,552.26	.00	28,074.78	12,552.22	69%	.00
Fund 242 - LIVONIA BROWNFIELD - LSRRF Totals	\$42,373.00	\$0.00	\$42,373.00	(\$2,834.98)	\$0.00	\$7,238.36	\$35,134.64		\$29,087.34



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Fund 243 - LIVONIA BROWNFIELD REDEV AUTH									
REVENUE									
Department 000 - ACCOUNT BALANCES	490,000.00	.00	490,000.00	.00	.00	169,055.39	320,944.61	35	129,879.99
REVENUE TOTALS	\$490,000.00	\$0.00	\$490,000.00	\$0.00	\$0.00	\$169,055.39	\$320,944.61	35%	\$129,879.99
EXPENSE									
Department 000 - ACCOUNT BALANCES	490,000.00	.00	490,000.00	.00	.00	169,055.39	320,944.61	35	129,879.99
EXPENSE TOTALS	\$490,000.00	\$0.00	\$490,000.00	\$0.00	\$0.00	\$169,055.39	\$320,944.61	35%	\$129,879.99
Fund 243 - LIVONIA BROWNFIELD REDEV AUTH Totals									
REVENUE TOTALS	490,000.00	.00	490,000.00	.00	.00	169,055.39	320,944.61	35%	129,879.99
EXPENSE TOTALS	490,000.00	.00	490,000.00	.00	.00	169,055.39	320,944.61	35%	129,879.99
Fund 243 - LIVONIA BROWNFIELD REDEV AUTH Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00



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Fund 244 - ECONOMIC DEVEL CORP									
REVENUE									
Department 000 - ACCOUNT BALANCES	300.00	.00	300.00	(25.42)	.00	(21.74)	321.74	-7	274.48
REVENUE TOTALS	\$300.00	\$0.00	\$300.00	(\$25.42)	\$0.00	(\$21.74)	\$321.74	-7%	\$274.48
EXPENSE									
Department 000 - ACCOUNT BALANCES	.00	.00	.00	.00	.00	.00	.00	+++	107.65
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$107.65
Fund 244 - ECONOMIC DEVEL CORP Totals									
REVENUE TOTALS	300.00	.00	300.00	(25.42)	.00	(21.74)	321.74	-7%	274.48
EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	107.65
Fund 244 - ECONOMIC DEVEL CORP Totals	\$300.00	\$0.00	\$300.00	(\$25.42)	\$0.00	(\$21.74)	\$321.74		\$166.83



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Fund 248 - PLYMOUTH RD DEV AUTHORITY									
REVENUE									
Department 000 - ACCOUNT BALANCES	719,514.00	.00	719,514.00	590.14	.00	741,513.19	(21,999.19)	103	726,993.85
REVENUE TOTALS	\$719,514.00	\$0.00	\$719,514.00	\$590.14	\$0.00	\$741,513.19	(\$21,999.19)	103%	\$726,993.85
EXPENSE									
Department 000 - ACCOUNT BALANCES	712,925.00	384,996.00	1,097,921.00	47,710.85	.00	585,189.27	512,731.73	53	101,097.90
EXPENSE TOTALS	\$712,925.00	\$384,996.00	\$1,097,921.00	\$47,710.85	\$0.00	\$585,189.27	\$512,731.73	53%	\$101,097.90
Fund 248 - PLYMOUTH RD DEV AUTHORITY Totals									
REVENUE TOTALS	719,514.00	.00	719,514.00	590.14	.00	741,513.19	(21,999.19)	103%	726,993.85
EXPENSE TOTALS	712,925.00	384,996.00	1,097,921.00	47,710.85	.00	585,189.27	512,731.73	53%	101,097.90
Fund 248 - PLYMOUTH RD DEV AUTHORITY Totals	\$6,589.00	(\$384,996.00)	(\$378,407.00)	(\$47,120.71)	\$0.00	\$156,323.92	(\$534,730.92)		\$625,895.95



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Fund 260 - MIDC GRANT									
REVENUE									
Department 000 - ACCOUNT BALANCES	648,952.00	.00	648,952.00	.00	.00	590,060.92	58,891.08	91	726,716.14
REVENUE TOTALS	\$648,952.00	\$0.00	\$648,952.00	\$0.00	\$0.00	\$590,060.92	\$58,891.08	91%	\$726,716.14
EXPENSE									
Department 000 - ACCOUNT BALANCES	648,952.00	.00	648,952.00	18,322.24	.00	273,055.24	375,896.76	42	343,600.05
EXPENSE TOTALS	\$648,952.00	\$0.00	\$648,952.00	\$18,322.24	\$0.00	\$273,055.24	\$375,896.76	42%	\$343,600.05
Fund 260 - MIDC GRANT Totals									
REVENUE TOTALS	648,952.00	.00	648,952.00	.00	.00	590,060.92	58,891.08	91%	726,716.14
EXPENSE TOTALS	648,952.00	.00	648,952.00	18,322.24	.00	273,055.24	375,896.76	42%	343,600.05
Fund 260 - MIDC GRANT Totals	\$0.00	\$0.00	\$0.00	(\$18,322.24)	\$0.00	\$317,005.68	(\$317,005.68)		\$383,116.09



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Fund 261 - PUB. SAFETY COMMUNICATION									
REVENUE									
Department 000 - ACCOUNT BALANCES	545,000.00	.00	545,000.00	93,233.84	.00	414,225.68	130,774.32	76	415,744.85
REVENUE TOTALS	\$545,000.00	\$0.00	\$545,000.00	\$93,233.84	\$0.00	\$414,225.68	\$130,774.32	76%	\$415,744.85
EXPENSE									
Department 000 - ACCOUNT BALANCES	1,366,500.00	136,603.00	1,503,103.00	12,016.25	207,620.06	343,124.18	952,358.76	37	161,805.07
EXPENSE TOTALS	\$1,366,500.00	\$136,603.00	\$1,503,103.00	\$12,016.25	\$207,620.06	\$343,124.18	\$952,358.76	37%	\$161,805.07
Fund 261 - PUB. SAFETY COMMUNICATION Totals									
REVENUE TOTALS	545,000.00	.00	545,000.00	93,233.84	.00	414,225.68	130,774.32	76%	415,744.85
EXPENSE TOTALS	1,366,500.00	136,603.00	1,503,103.00	12,016.25	207,620.06	343,124.18	952,358.76	37%	161,805.07
Fund 261 - PUB. SAFETY COMMUNICATION Totals	(\$821,500.00)	(\$136,603.00)	(\$958,103.00)	\$81,217.59	(\$207,620.06)	\$71,101.50	(\$821,584.44)		\$253,939.78



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Fund 262 - ADJUDICATED FORFEITURES									
REVENUE									
Department 000 - ACCOUNT BALANCES	225,000.00	.00	225,000.00	63,108.60	.00	282,498.43	(57,498.43)	126	223,080.63
REVENUE TOTALS	\$225,000.00	\$0.00	\$225,000.00	\$63,108.60	\$0.00	\$282,498.43	(\$57,498.43)	126%	\$223,080.63
EXPENSE									
Department 333 - STATE/LOCAL FORFEITURE EX	516,350.00	.00	516,350.00	1,365.95	9,848.60	64,450.10	442,051.30	14	51,047.27
Department 334 - FEDERAL FORFEITURE EXP	301,865.00	1,140.00	303,005.00	4,184.34	.00	83,873.56	219,131.44	28	86,469.79
Department 335 - CONTINUING CRIMINAL ENTERPRISE	145,000.00	.00	145,000.00	2,991.45	.00	19,670.69	125,329.31	14	9,603.89
EXPENSE TOTALS	\$963,215.00	\$1,140.00	\$964,355.00	\$8,541.74	\$9,848.60	\$167,994.35	\$786,512.05	18%	\$147,120.95
Fund 262 - ADJUDICATED FORFEITURES Totals									
REVENUE TOTALS	225,000.00	.00	225,000.00	63,108.60	.00	282,498.43	(57,498.43)	126%	223,080.63
EXPENSE TOTALS	963,215.00	1,140.00	964,355.00	8,541.74	9,848.60	167,994.35	786,512.05	18%	147,120.95
Fund 262 - ADJUDICATED FORFEITURES Totals	(\$738,215.00)	(\$1,140.00)	(\$739,355.00)	\$54,566.86	(\$9,848.60)	\$114,504.08	(\$844,010.48)		\$75,959.68



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Fund 270 - HISTORICAL COMMISSION									
REVENUE									
Department 000 - ACCOUNT BALANCES	115,200.00	1,787.00	116,987.00	8,437.37	.00	111,723.47	5,263.53	96	19,362.26
REVENUE TOTALS	\$115,200.00	\$1,787.00	\$116,987.00	\$8,437.37	\$0.00	\$111,723.47	\$5,263.53	96%	\$19,362.26
EXPENSE									
Department 000 - ACCOUNT BALANCES	84,000.00	39,480.00	123,480.00	2,091.52	22,775.81	25,984.39	74,719.80	39	21,581.40
EXPENSE TOTALS	\$84,000.00	\$39,480.00	\$123,480.00	\$2,091.52	\$22,775.81	\$25,984.39	\$74,719.80	39%	\$21,581.40
Fund 270 - HISTORICAL COMMISSION Totals									
REVENUE TOTALS	115,200.00	1,787.00	116,987.00	8,437.37	.00	111,723.47	5,263.53	96%	19,362.26
EXPENSE TOTALS	84,000.00	39,480.00	123,480.00	2,091.52	22,775.81	25,984.39	74,719.80	39%	21,581.40
Fund 270 - HISTORICAL COMMISSION Totals	\$31,200.00	(\$37,693.00)	(\$6,493.00)	\$6,345.85	(\$22,775.81)	\$85,739.08	(\$69,456.27)		(\$2,219.14)



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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 271 - LIBRARY FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	4,129,019.00	.00	4,129,019.00	98,753.82	.00	4,168,270.86	(39,251.86)	101	4,185,928.34
REVENUE TOTALS	\$4,129,019.00	\$0.00	\$4,129,019.00	\$98,753.82	\$0.00	\$4,168,270.86	(\$39,251.86)	101%	\$4,185,928.34
EXPENSE									
Department 778 - CIVIC CENTER LIBRARY	3,381,149.00	183,500.00	3,564,649.00	389,210.04	4,220.00	2,666,764.52	893,664.48	75	2,167,132.71
Department 779 - NOBLE LIBRARY	.00	20,000.00	20,000.00	1,065.31	.00	10,119.84	9,880.16	51	99,368.42
Department 780 - SANDBURG LIBRARY	749,504.00	16,391.00	765,895.00	77,862.63	2,635.00	627,803.34	135,456.66	82	487,724.84
EXPENSE TOTALS	\$4,130,653.00	\$219,891.00	\$4,350,544.00	\$468,137.98	\$6,855.00	\$3,304,687.70	\$1,039,001.30	76%	\$2,754,225.97
Fund 271 - LIBRARY FUND Totals									
REVENUE TOTALS	4,129,019.00	.00	4,129,019.00	98,753.82	.00	4,168,270.86	(39,251.86)	101%	4,185,928.34
EXPENSE TOTALS	4,130,653.00	219,891.00	4,350,544.00	468,137.98	6,855.00	3,304,687.70	1,039,001.30	76%	2,754,225.97
Fund 271 - LIBRARY FUND Totals	(\$1,634.00)	(\$219,891.00)	(\$221,525.00)	(\$369,384.16)	(\$6,855.00)	\$863,583.16	(\$1,078,253.16)		\$1,431,702.37



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Fund 272 - ARTS COMMISSION FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	17,000.00	.00	17,000.00	56.07	.00	12,358.99	4,641.01	73	1,438.41
REVENUE TOTALS	\$17,000.00	\$0.00	\$17,000.00	\$56.07	\$0.00	\$12,358.99	\$4,641.01	73%	\$1,438.41
EXPENSE									
Department 000 - ACCOUNT BALANCES	13,000.00	.00	13,000.00	5,961.20	347.03	12,160.80	492.17	96	212.50
EXPENSE TOTALS	\$13,000.00	\$0.00	\$13,000.00	\$5,961.20	\$347.03	\$12,160.80	\$492.17	96%	\$212.50
Fund 272 - ARTS COMMISSION FUND Totals									
REVENUE TOTALS	17,000.00	.00	17,000.00	56.07	.00	12,358.99	4,641.01	73%	1,438.41
EXPENSE TOTALS	13,000.00	.00	13,000.00	5,961.20	347.03	12,160.80	492.17	96%	212.50
Fund 272 - ARTS COMMISSION FUND Totals	\$4,000.00	\$0.00	\$4,000.00	(\$5,905.13)	(\$347.03)	\$198.19	\$4,148.84		\$1,225.91



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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 286 - TRANSIT & CAPITAL IMPR									
REVENUE									
Department 000 - ACCOUNT BALANCES	2,407,245.00	.00	2,407,245.00	(23.56)	.00	2,432,592.49	(25,347.49)	101	2,341,022.98
REVENUE TOTALS	\$2,407,245.00	\$0.00	\$2,407,245.00	(\$23.56)	\$0.00	\$2,432,592.49	(\$25,347.49)	101%	\$2,341,022.98
EXPENSE									
Department 000 - ACCOUNT BALANCES	2,407,245.00	.00	2,407,245.00	.00	.00	2,407,245.00	.00	100	2,308,717.00
EXPENSE TOTALS	\$2,407,245.00	\$0.00	\$2,407,245.00	\$0.00	\$0.00	\$2,407,245.00	\$0.00	100%	\$2,308,717.00
Fund 286 - TRANSIT & CAPITAL IMPR Totals									
REVENUE TOTALS	2,407,245.00	.00	2,407,245.00	(23.56)	.00	2,432,592.49	(25,347.49)	101%	2,341,022.98
EXPENSE TOTALS	2,407,245.00	.00	2,407,245.00	.00	.00	2,407,245.00	.00	100%	2,308,717.00
Fund 286 - TRANSIT & CAPITAL IMPR Totals	\$0.00	\$0.00	\$0.00	(\$23.56)	\$0.00	\$25,347.49	(\$25,347.49)		\$32,305.98



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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 288 - COMMUNITY TRANSIT PROGRAM									
REVENUE									
Department 000 - ACCOUNT BALANCES	994,828.00	.00	994,828.00	1,303.96	.00	960,171.27	34,656.73	97	949,673.09
REVENUE TOTALS	\$994,828.00	\$0.00	\$994,828.00	\$1,303.96	\$0.00	\$960,171.27	\$34,656.73	97%	\$949,673.09
EXPENSE									
Department 606 - COMM TRANSIT DISPATCHERS	101,050.00	.00	101,050.00	10,104.84	.00	79,719.70	21,330.30	79	74,314.62
Department 607 - COMMUNITY TRANSIT ADMIN	130,486.00	.00	130,486.00	13,309.96	.00	114,131.14	16,354.86	87	143,874.25
Department 608 - COMMUNITY TRANSIT	907,863.00	.00	907,863.00	34,806.98	84,218.97	381,480.34	442,163.69	51	341,781.28
EXPENSE TOTALS	\$1,139,399.00	\$0.00	\$1,139,399.00	\$58,221.78	\$84,218.97	\$575,331.18	\$479,848.85	58%	\$559,970.15
Fund 288 - COMMUNITY TRANSIT PROGRAM Totals									
REVENUE TOTALS	994,828.00	.00	994,828.00	1,303.96	.00	960,171.27	34,656.73	97%	949,673.09
EXPENSE TOTALS	1,139,399.00	.00	1,139,399.00	58,221.78	84,218.97	575,331.18	479,848.85	58%	559,970.15
Fund 288 - COMMUNITY TRANSIT PROGRAM Totals	(\$144,571.00)	\$0.00	(\$144,571.00)	(\$56,917.82)	(\$84,218.97)	\$384,840.09	(\$445,192.12)		\$389,702.94



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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 297 - CABLE TELEVISION FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	421,100.00	.00	421,100.00	20,902.18	.00	306,612.80	114,487.20	73	336,573.30
REVENUE TOTALS	\$421,100.00	\$0.00	\$421,100.00	\$20,902.18	\$0.00	\$306,612.80	\$114,487.20	73%	\$336,573.30
EXPENSE									
Department 806 - CABLE TELEVISION	507,616.00	.00	507,616.00	42,078.70	13,175.63	390,332.29	104,108.08	79	359,278.28
EXPENSE TOTALS	\$507,616.00	\$0.00	\$507,616.00	\$42,078.70	\$13,175.63	\$390,332.29	\$104,108.08	79%	\$359,278.28
Fund 297 - CABLE TELEVISION FUND Totals									
REVENUE TOTALS	421,100.00	.00	421,100.00	20,902.18	.00	306,612.80	114,487.20	73%	336,573.30
EXPENSE TOTALS	507,616.00	.00	507,616.00	42,078.70	13,175.63	390,332.29	104,108.08	79%	359,278.28
Fund 297 - CABLE TELEVISION FUND Totals	(\$86,516.00)	\$0.00	(\$86,516.00)	(\$21,176.52)	(\$13,175.63)	(\$83,719.49)	\$10,379.12		(\$22,704.98)



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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 372 - D/S 2015 MBA REFUNDING									
REVENUE									
Department 000 - ACCOUNT BALANCES	184,457.00	.00	184,457.00	8,459.75	.00	184,457.25	(.25)	100	183,471.00
REVENUE TOTALS	\$184,457.00	\$0.00	\$184,457.00	\$8,459.75	\$0.00	\$184,457.25	(\$0.25)	100%	\$183,471.00
EXPENSE									
Department 000 - ACCOUNT BALANCES	184,457.00	.00	184,457.00	8,459.75	.00	184,457.25	(.25)	100	183,471.00
EXPENSE TOTALS	\$184,457.00	\$0.00	\$184,457.00	\$8,459.75	\$0.00	\$184,457.25	(\$0.25)	100%	\$183,471.00
Fund 372 - D/S 2015 MBA REFUNDING Totals									
REVENUE TOTALS	184,457.00	.00	184,457.00	8,459.75	.00	184,457.25	(.25)	100%	183,471.00
EXPENSE TOTALS	184,457.00	.00	184,457.00	8,459.75	.00	184,457.25	(.25)	100%	183,471.00
Fund 372 - D/S 2015 MBA REFUNDING Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00



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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 373 - D/S 2016 MBA REFUNDING									
REVENUE									
Department 000 - ACCOUNT BALANCES	551,000.00	.00	551,000.00	104,400.00	.00	551,000.00	.00	100	549,100.00
REVENUE TOTALS	\$551,000.00	\$0.00	\$551,000.00	\$104,400.00	\$0.00	\$551,000.00	\$0.00	100%	\$549,100.00
EXPENSE									
Department 000 - ACCOUNT BALANCES	551,000.00	.00	551,000.00	104,400.00	.00	551,000.00	.00	100	549,100.00
EXPENSE TOTALS	\$551,000.00	\$0.00	\$551,000.00	\$104,400.00	\$0.00	\$551,000.00	\$0.00	100%	\$549,100.00
Fund 373 - D/S 2016 MBA REFUNDING Totals									
REVENUE TOTALS	551,000.00	.00	551,000.00	104,400.00	.00	551,000.00	.00	100%	549,100.00
EXPENSE TOTALS	551,000.00	.00	551,000.00	104,400.00	.00	551,000.00	.00	100%	549,100.00
Fund 373 - D/S 2016 MBA REFUNDING Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00



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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 374 - D/S 2017 MBA REFUNDING									
REVENUE									
Department 000 - ACCOUNT BALANCES	1,993,850.00	.00	1,993,850.00	301,400.00	.00	1,993,850.00	.00	100	1,994,350.00
REVENUE TOTALS	\$1,993,850.00	\$0.00	\$1,993,850.00	\$301,400.00	\$0.00	\$1,993,850.00	\$0.00	100%	\$1,994,350.00
EXPENSE									
Department 000 - ACCOUNT BALANCES	1,993,850.00	.00	1,993,850.00	301,400.00	.00	1,993,850.00	.00	100	1,994,350.00
EXPENSE TOTALS	\$1,993,850.00	\$0.00	\$1,993,850.00	\$301,400.00	\$0.00	\$1,993,850.00	\$0.00	100%	\$1,994,350.00
Fund 374 - D/S 2017 MBA REFUNDING Totals									
REVENUE TOTALS	1,993,850.00	.00	1,993,850.00	301,400.00	.00	1,993,850.00	.00	100%	1,994,350.00
EXPENSE TOTALS	1,993,850.00	.00	1,993,850.00	301,400.00	.00	1,993,850.00	.00	100%	1,994,350.00
Fund 374 - D/S 2017 MBA REFUNDING Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00



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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 401 - CAPITAL PROJECTS									
REVENUE									
Department 000 - ACCOUNT BALANCES	2,182,245.00	.00	2,182,245.00	(8,710.44)	.00	2,124,876.85	57,368.15	97	2,624,593.46
REVENUE TOTALS	\$2,182,245.00	\$0.00	\$2,182,245.00	(\$8,710.44)	\$0.00	\$2,124,876.85	\$57,368.15	97%	\$2,624,593.46
EXPENSE									
Department 000 - ACCOUNT BALANCES	2,501,450.00	4,654,895.00	7,156,345.00	411,871.20	843,162.33	1,433,475.41	4,879,707.26	32	2,268,638.49
EXPENSE TOTALS	\$2,501,450.00	\$4,654,895.00	\$7,156,345.00	\$411,871.20	\$843,162.33	\$1,433,475.41	\$4,879,707.26	32%	\$2,268,638.49
Fund 401 - CAPITAL PROJECTS Totals									
REVENUE TOTALS	2,182,245.00	.00	2,182,245.00	(8,710.44)	.00	2,124,876.85	57,368.15	97%	2,624,593.46
EXPENSE TOTALS	2,501,450.00	4,654,895.00	7,156,345.00	411,871.20	843,162.33	1,433,475.41	4,879,707.26	32%	2,268,638.49
Fund 401 - CAPITAL PROJECTS Totals	(\$319,205.00)	(\$4,654,895.00)	(\$4,974,100.00)	(\$420,581.64)	(\$843,162.33)	\$691,401.44	(\$4,822,339.11)		\$355,954.97



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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 418 - BUILDING IMPROVEMENT FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	5,000.00	.00	5,000.00	(3,330.14)	.00	(2,838.64)	7,838.64	-57	13,970.90
REVENUE TOTALS	\$5,000.00	\$0.00	\$5,000.00	(\$3,330.14)	\$0.00	(\$2,838.64)	\$7,838.64	-57%	\$13,970.90
EXPENSE									
Department 000 - ACCOUNT BALANCES	100,000.00	.00	100,000.00	18,147.50	.00	26,038.18	73,961.82	26	.00
EXPENSE TOTALS	\$100,000.00	\$0.00	\$100,000.00	\$18,147.50	\$0.00	\$26,038.18	\$73,961.82	26%	\$0.00
Fund 418 - BUILDING IMPROVEMENT FUND Totals									
REVENUE TOTALS	5,000.00	.00	5,000.00	(3,330.14)	.00	(2,838.64)	7,838.64	-57%	13,970.90
EXPENSE TOTALS	100,000.00	.00	100,000.00	18,147.50	.00	26,038.18	73,961.82	26%	.00
Fund 418 - BUILDING IMPROVEMENT FUND Totals	(\$95,000.00)	\$0.00	(\$95,000.00)	(\$21,477.64)	\$0.00	(\$28,876.82)	(\$66,123.18)		\$13,970.90



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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 536 - NEWBURGH VILLAGE									
REVENUE									
Department 000 - ACCOUNT BALANCES	838,400.00	.00	838,400.00	69,335.05	.00	756,459.46	81,940.54	90	749,747.28
REVENUE TOTALS	\$838,400.00	\$0.00	\$838,400.00	\$69,335.05	\$0.00	\$756,459.46	\$81,940.54	90%	\$749,747.28
EXPENSE									
Department 677 - NEWBURGH VILLAGE	728,084.00	.00	728,084.00	58,120.27	.00	550,501.30	177,582.70	76	487,986.84
EXPENSE TOTALS	\$728,084.00	\$0.00	\$728,084.00	\$58,120.27	\$0.00	\$550,501.30	\$177,582.70	76%	\$487,986.84
Fund 536 - NEWBURGH VILLAGE Totals									
REVENUE TOTALS	838,400.00	.00	838,400.00	69,335.05	.00	756,459.46	81,940.54	90%	749,747.28
EXPENSE TOTALS	728,084.00	.00	728,084.00	58,120.27	.00	550,501.30	177,582.70	76%	487,986.84
Fund 536 - NEWBURGH VILLAGE Totals	\$110,316.00	\$0.00	\$110,316.00	\$11,214.78	\$0.00	\$205,958.16	(\$95,642.16)		\$261,760.44



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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 538 - SILVER VILLAGE FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	674,210.00	.00	674,210.00	55,224.06	.00	596,221.27	77,988.73	88	612,657.64
REVENUE TOTALS	\$674,210.00	\$0.00	\$674,210.00	\$55,224.06	\$0.00	\$596,221.27	\$77,988.73	88%	\$612,657.64
EXPENSE									
Department 676 - SILVER VILLAGE	586,164.00	.00	586,164.00	41,233.56	.00	397,274.92	188,889.08	68	404,168.68
EXPENSE TOTALS	\$586,164.00	\$0.00	\$586,164.00	\$41,233.56	\$0.00	\$397,274.92	\$188,889.08	68%	\$404,168.68
Fund 538 - SILVER VILLAGE FUND Totals									
REVENUE TOTALS	674,210.00	.00	674,210.00	55,224.06	.00	596,221.27	77,988.73	88%	612,657.64
EXPENSE TOTALS	586,164.00	.00	586,164.00	41,233.56	.00	397,274.92	188,889.08	68%	404,168.68
Fund 538 - SILVER VILLAGE FUND Totals	\$88,046.00	\$0.00	\$88,046.00	\$13,990.50	\$0.00	\$198,946.35	(\$110,900.35)		\$208,488.96



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Fund 584 - GOLF COURSE FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	2,055,363.00	.00	2,055,363.00	137,651.85	.00	2,199,793.28	(144,430.28)	107	1,899,695.07
REVENUE TOTALS	\$2,055,363.00	\$0.00	\$2,055,363.00	\$137,651.85	\$0.00	\$2,199,793.28	(\$144,430.28)	107%	\$1,899,695.07
EXPENSE									
Department 000 - ACCOUNT BALANCES	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department 773 - WHISPERING WILLOWS	712,974.00	2,904.00	715,878.00	28,314.76	.00	560,023.46	155,854.54	78	540,041.34
Department 774 - IDYL WYLD	533,974.00	26,404.00	560,378.00	30,602.14	.00	456,514.63	103,863.37	81	387,902.49
Department 775 - FOX CREEK	779,372.00	(25,096.00)	754,276.00	43,248.17	.00	555,908.50	198,367.50	74	506,991.93
EXPENSE TOTALS	\$2,026,320.00	\$4,212.00	\$2,030,532.00	\$102,165.07	\$0.00	\$1,572,446.59	\$458,085.41	77%	\$1,434,935.76
Fund 584 - GOLF COURSE FUND Totals									
REVENUE TOTALS	2,055,363.00	.00	2,055,363.00	137,651.85	.00	2,199,793.28	(144,430.28)	107%	1,899,695.07
EXPENSE TOTALS	2,026,320.00	4,212.00	2,030,532.00	102,165.07	.00	1,572,446.59	458,085.41	77%	1,434,935.76
Fund 584 - GOLF COURSE FUND Totals	\$29,043.00	(\$4,212.00)	\$24,831.00	\$35,486.78	\$0.00	\$627,346.69	(\$602,515.69)		\$464,759.31



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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 592 - WATER AND SEWER FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	43,652,866.00	.00	43,652,866.00	3,438,443.92	.00	36,656,995.78	6,995,870.22	84	39,482,767.00
REVENUE TOTALS	\$43,652,866.00	\$0.00	\$43,652,866.00	\$3,438,443.92	\$0.00	\$36,656,995.78	\$6,995,870.22	84%	\$39,482,767.00
EXPENSE									
Department 558 - W & S FINANCIAL ADMIN	35,034,916.00	3,506.00	35,038,422.00	2,723,117.22	.00	31,105,338.67	3,933,083.33	89	31,019,400.25
Department 559 - W & S FIELD OPERATIONS	7,087,611.00	357,000.00	7,444,611.00	550,704.97	29,488.66	5,839,503.68	1,575,618.66	79	5,108,806.73
EXPENSE TOTALS	\$42,122,527.00	\$360,506.00	\$42,483,033.00	\$3,273,822.19	\$29,488.66	\$36,944,842.35	\$5,508,701.99	87%	\$36,128,206.98
Fund 592 - WATER AND SEWER FUND Totals									
REVENUE TOTALS	43,652,866.00	.00	43,652,866.00	3,438,443.92	.00	36,656,995.78	6,995,870.22	84%	39,482,767.00
EXPENSE TOTALS	42,122,527.00	360,506.00	42,483,033.00	3,273,822.19	29,488.66	36,944,842.35	5,508,701.99	87%	36,128,206.98
Fund 592 - WATER AND SEWER FUND Totals	\$1,530,339.00	(\$360,506.00)	\$1,169,833.00	\$164,621.73	(\$29,488.66)	(\$287,846.57)	\$1,487,168.23		\$3,354,560.02
Grand Totals									
REVENUE TOTALS	176,496,643.00	(325,463.00)	176,171,180.00	8,854,097.10	.00	163,056,192.47	13,114,987.53	93%	161,578,473.67
EXPENSE TOTALS	180,426,251.00	8,704,672.00	189,130,923.00	16,682,800.34	2,364,065.30	146,439,108.25	40,327,749.45	79%	137,901,620.17
Grand Totals	(\$3,929,608.00)	(\$9,030,135.00)	(\$12,959,743.00)	(\$7,828,703.24)	(\$2,364,065.30)	\$16,617,084.22	(\$27,212,761.92)		\$23,676,853.50



LETTER TO THE LIVONIA CITY COUNCIL

Finance
January 24, 2022

MEETING DATE

February 16, 2022

PREPARED BY

DeAnne Bates, Program Supervisor,

AGENDA ITEM

b. Communication from the Department of Finance, dated January 24, 2022, re: forwarding the Quarterly Investment Report for the City of Livonia for the quarter ending November 30, 2021.

BACKGROUND

Public Act 213 of 2007 requires that a quarterly written report shall be provided to the governing body regarding the investment of public funds. Attached for Council's information is a summary of investments for the City of Livonia as of November 30, 2021. All investments are in compliance with the City's Investment Policy and Michigan Public Act 20.

RECOMMENDATION

We respectfully request that the City Council receive and file this report.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. 2021 Quarterly Investment Report - Fourth Quarter

APPROVED BY

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

Date: January 26,
2022

Michael Slater, Finance Director

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

Date: January 27,
2022

Maureen Miller Brosnan, Mayor

**SCHEDULE OF POOLED CASH HELD
AS OF
November 30, 2021**

11/30/21	Comerica Bank	Money Mkt, Pooled, etc.	24,730,673.20
11/30/21	Flagstar	Money Market	<u>83,852.53</u>
			<u>24,814,525.73</u>

**SCHEDULE OF U.S. TREASURY AND AGENCY
SECURITIES HELD**

DATE OF PURCHASE	DESCRIPTION		MATURITY DATE	HISTORICAL COST
03/04/19	#246 - FFCB	3133EKBV7	03/01/22	998,850.00
03/08/19	#247 - FHLB	313376C94	12/10/21	1,340,420.10
04/15/19	#248 - USA Treasury	912828XG0	06/30/22	1,042,210.55
05/24/19	#249 - FHLMC	313380GJ0	09/09/22	1,042,009.50
06/21/19	#250 - FHLMC	3130A3KM5	12/09/22	819,264.00
06/21/19	#251 - USA Treasury	9128283C2	10/31/22	1,009,573.66
09/16/19	#252 - USA Treasury	9128284U1	06/30/23	1,170,073.53
09/30/19	#253 - USA Treasury	912828VB3	05/15/23	1,005,664.06
10/31/19	#254 - FNMA	3135G0V34	02/05/24	1,083,610.50
11/15/19	#255 - USA Treasury	9128285K2	10/31/23	1,116,607.10
01/31/20	#256 - USA Treasury	912828Y61	07/31/23	1,125,138.67
02/21/20	#257 - FFCB	3133ELNW0	02/21/23	1,080,979.56
03/20/20	#259 - FFCB	3133ELNP5	02/24/22	1,522,125.00
04/07/20	#262 - FHLB	313382AX1	03/10/23	1,046,110.00
06/24/20	#266 - FHLMC	3134GVV96	06/24/24	675,000.00
07/08/20	#267 - FHLMC	3134GV4S4	07/08/24	600,000.00
08/13/20	#269 - FHLMC	3134GWHR0	05/13/24	1,000,000.00
08/26/20	#270 - FNMA	3136G4V75	02/24/25	1,298,781.25
09/17/20	#271 - FNMA	3135G0X24	01/07/25	1,422,117.00
10/30/20	#272 - FNMA	3136G46A6	10/27/23	984,753.75
12/16/20	#273 - FNMA	3135G06M0	12/16/24	1,300,000.00
01/11/21	#274 - FHLB	3130AKK21	12/08/23	650,117.00
01/28/21	#275 - FNMA	3135GACA7	04/15/25	1,124,212.50
02/26/21	#276 - USA Treasury	912828TJ9	08/25/22	1,200,569.37
04/30/21	#277 - USA Treasury	9128286R6	04/30/24	697,408.59
04/30/21	#278 - USA Treasury	912828TY6	11/15/22	675,213.15
05/26/21	#279 - FHLB	3130AMK92	11/26/24	1,500,000.00
07/02/21	#280 - STATE OF MI	594612BD4	05/15/27	1,261,584.00
08/24/21	#281 - USA Treasury	912828YH7	09/30/24	1,135,664.06
11/30/21	SECURITIES - TOTAL			30,928,056.89
11/30/21	SECURITIES - POOLED FUND			<u>147,130.92</u>
				<u>31,075,187.81</u>

CERTIFICATES OF DEPOSITS HELD

**As of
November 30, 2021**

DATE OF PURCHASE	CERTIFICATE HELD AT	PRINCIPAL AMOUNT	DATE OF MATURITY
08/03/21	HUNTINGTON	2,000,000.00	12/07/21
08/10/21	HUNTINGTON	2,000,000.00	12/14/21
08/17/21	HUNTINGTON	3,000,000.00	12/21/21
08/24/21	HUNTINGTON	2,000,000.00	12/28/21
08/31/21	HUNTINGTON	3,000,000.00	01/04/22
09/07/21	HUNTINGTON	3,000,000.00	01/11/22
09/14/21	HUNTINGTON	5,000,000.00	01/18/22
09/21/21	FLAGSTAR	2,000,000.00	01/25/22
09/28/21	FLAGSTAR	4,000,000.00	02/01/22
10/05/21	FLAGSTAR	6,000,000.00	02/08/22
10/12/21	FLAGSTAR	2,000,000.00	02/15/22
10/19/21	FLAGSTAR	1,000,000.00	02/22/22
10/26/21	FLAGSTAR	1,000,000.00	03/01/22
11/02/21	FLAGSTAR	2,000,000.00	03/08/22
11/09/21	FLAGSTAR	3,000,000.00	03/15/22
11/16/21	HUNTINGTON	2,000,000.00	03/22/22
		<u>43,000,000.00</u>	

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF THE STUDY MEETING HELD JANUARY 31, 2022**

1

Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, Scott Bahr and President Jim Jolly. Absent: Vice President Laura Toy

1. REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Robert Rais, Knights of Columbus, re: to allow a car show with a DJ at Saint Colette's Catholic Church, 17600 Newburgh Road, on Saturday, June 4, 2022 from 9:00 a.m. to 3:00 p.m.

Robert Rais, member of St. Colette's parish and Knights of Columbus, presented the request to Council. He explained this is their fifth annual car show. They have had the same DJ every year and he knows how to keep the music down.

Scott Bahr offered an approving resolution for the Consent agenda.

DIRECTION: APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

1.

City Clerk
February 1, 2022

MEETING DATE

Study Meeting of
January 31, 2022

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Robert Rais, Knights of Columbus, re: to allow a car show with a DJ at Saint Colette's Catholic Church, 17600 Newburgh Road on Saturday, June 4, 2022 from 9:00 a.m. to 3:00 p.m.

BACKGROUND

Request for 5th Annual Car Show in parking lot at 17600 Newburgh Road, with a DJ to provide music from 9:00 a.m. to 3:00 p.m. on Saturday, June 4, 2022.

RECOMMENDATION

Approve request as submitted.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

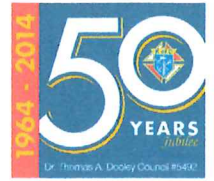
1. S01312022 - K of C Car Show

APPROVED BY



Knights of Columbus

DR. THOMAS A. DOOLEY COUNCIL, No. 5492
17600 Newburgh Road
Livonia, Michigan 48152



January 18 , 2022

To Whom it may Concern ,

Saint Colette's Catholic Church , 17600 Newburgh Rd. , Livonia , 48152 is requesting a Waiver of the Noise Ordinance on 06-04-2022 . We will be Hosting our 5th Annual Car Show (for Charity) in our parking lot from 9 AM - 3PM , a DJ will be providing music during this time frame.

The Knights of Columbus , Council # 5492 from our Parish will be in Charge. Please contact Bob Rais at 248-348-0399 or Lou Fiorentino 248-347-7816 , should you have any questions.

Thank You

Robert H. Rais
Chairperson , Car Show
39499 Northwind Ct.
Northville , MI. 48167

RECEIVED
OFFICE OF THE CITY CLERK
2022 JAN 19 PM 12:26

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF THE STUDY MEETING HELD JANUARY 31, 2022**

2

Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, Scott Bahr and President Jim Jolly. Absent: Vice President Laura Toy

2. REAPPOINTMENT OF WILLIAM TANCILL TO THE LIVONIA BOARD OF REVIEW: Office of the Mayor, re: for a three-year term, which will expire on February 16, 2025.

LaShawn Thomas, Director of Governmental Affairs presented the request to Council. William Tancill was present and thanked the mayor for nominating him, as well as the Council for considering his reappointment. He stated the Assessor's Office has a very professional group and treat people very well. He noted the backgrounds of each of the members and how he has enjoyed his time on the Board.

Rob Donovic offered an approving resolution for the Consent agenda.

DIRECTION: APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

2.

Mayor's Office
February 1, 2022

MEETING DATE

Study Meeting of
January 31, 2022

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

REAPPOINTMENT OF WILLIAM TANCILL TO THE LIVONIA BOARD OF REVIEW: Office of the Mayor, re: for a three-year term, which will expire on February 16, 2025.

BACKGROUND

Honorable Members of the City Council, City of Livonia
RE: Reappointment of William Tancill to the Board of Review

Dear Council Members:

I am herewith submitting to you, for your consideration and approval, the reappointment of Mr. William Tancill, 35355 Lancashire Road, Livonia, Michigan 48152, as a member of the Board of Review for a term that will expire on February 16, 2025.

Your approval on this reappointment is respectfully requested.

Sincerely,

Maureen Miller Brosnan, Mayor

RECOMMENDATION

Reappoint William Tancill to the Livonia Board of Review for a three-year term.

FISCAL CONSIDERATION

ATTACHMENTS

None

APPROVED BY

A handwritten signature in black ink, reading "Maureen Miller Brosnan". The signature is written in a cursive, flowing style.

Date: January 18, 2022

Maureen Miller Brosnan, Mayor

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF THE STUDY MEETING HELD JANUARY 31, 2022**

3

Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, Scott Bahr and President Jim Jolly. Absent: Vice President Laura Toy

3. WAIVER PETITION: Planning Commission, re: Petition 2021-11-02-24 submitted by R & E Landscaping and Construction, L.L.C. requesting to construct and operate a special trade contractor's yard at 34413 Rosati Avenue, located on the west side of Stark Road just south of the CSX Railroad in the Southwest ¼ of Section 28.

Mark Taormina, Planning and Economic Director, presented the request to Council. He noted that one item part of the approving resolution is the restriction that the waiver applies to this petitioner and that a transfer will have to be reviewed by Council.

Ronald Emling, 34422 Rosati Avenue, stated that there were dogwood trees on the landscaping of the current drawing. He plans to put up something more permanent that remains green all year long, such as 8- or 10-foot arborvitaes or pine trees to screen off the area for the residents.

Scott Morgan offered an approving resolution for the Consent agenda.

Scott Bahr asked what aspect of the item made it a waiver use. Mark Taormina stated it was because of the form of outside storage, which is predominantly building materials associated with his construction business.

Rob Donovic asked if this property was zoned for this usage, as M-1, Manufacturing. Mark Taormina agreed that it treats as a special land waiver use.

Rob asked if they will be using a typical chain link fence around the perimeter. Mark concurred, adding there is also a decorative gate in the front.

Ronald Emling stated that if the city desired, they would do a black aluminum fence all the way around, unless they want a screen, they would do a chain link with privacy slats. Wood is too much maintenance and want it to look and reflect the best for the neighbors.

Brandon McCullough asked what the specifics of the materials would be stored on site. Ronald stated that they would be hard materials, not liquids. Soft stuff would be stored inside. Bigger, heavier equipment will be stored on a lot designated for heavier stuff.

Brandon asked if he could foresee bringing fill dirt to the site. Ronald stated that he

has fill dirt and cleaned, screened topsoil on vacant lots on the site for the developments as they go. No need to bring in and store fill dirt, it will be his office and where they keep small equipment stored.

DIRECTION: APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

3.

Planning
February 1, 2022

MEETING DATE

Study Meeting of
January 31, 2022

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

WAIVER PETITION: Planning Commission, re: Petition 2021-11-02-24 submitted by R & E Landscaping and Construction, L.L.C. requesting to construct and operate a special trade contractor's yard at 34413 Rosati Avenue, located on the west side of Stark Road just south of the CSX Railroad in the Southwest ¼ of Section 28.

BACKGROUND

RECOMMENDATION

At the 1,181st Public Hearing and Regular Meeting held by the City Planning Commission on January 11, 2022, the following resolution was unanimously adopted:

#01-02-2022 RESOLVED, That pursuant to a Public Hearing having been held by the City Planning Commission on January 11, 2022, on Petition 2021-11-02-24 submitted by R & E Landscaping and Construction, L.L.C. requesting waiver use approval pursuant to Section 6.58 of the Livonia Vision 21 Zoning Ordinance to construct and operate a special trade contractors' yard at 34413 Rosati Avenue, located on the west side of Stark Road just south of the CSX Railroad in the Southwest ¼ of Section 28, the Planning Commission does hereby recommend to the City Council that Petition 2021-11-02-24 be approved subject to the following conditions:

1. That the architectural site plan identified as Sheet No. DA-1.0 dated November 15, 2021, prepared by Arista Design, Inc., is hereby approved and shall be adhered to.
2. Subject to a determination by the Inspection Department, the petitioner may be required to obtain a variance from the Zoning Board of Appeals for deficient building front yard setback and any conditions related thereto.
3. 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.
4. That the landscape plan identified as Sheet No. L-1.0 dated December 16, 2021, as revised, prepared by Arista Design, Inc., is hereby approved and shall be adhered to.
5. That the proposed White Dogwood trees within the twenty foot (20') wide greenbelt along the rear property line shall be replaced with full-size evergreen type trees subject to the review and

approval of the Planning Department.

6. That all disturbed lawn areas shall be sodded in lieu of hydro seeding,
7. That underground sprinklers are to be provided for all landscaped and sodded areas and all planted materials shall be installed to the satisfaction of the Inspection Department and thereafter permanently maintained in a healthy condition.
8. That the exterior elevations plan identified as Sheet No. DA-1.0 dated November 15, 2021, prepared by Arista Design, Inc., is hereby approved and shall be adhered to.
9. 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.
10. That all outside storage shall be restricted to the enclosed fenced-in area behind the building, as shown on the approved site plan. Storage within this area shall be limited to construction-related materials and no more than two (2) vehicles. Any changes in the location and extent of the outdoor storage yard shall first be approved by the Planning Commission.
11. That there shall be no outdoor storage of junk, tires, debris, hazardous chemicals, or disabled/inoperative equipment and vehicles anywhere on the premises.
12. That the owner must provide a "Knox Box" (fire dept key box) for fire department after-hour access to the building. Additionally, a key must be provided (in the "Knox Box") for access to all fenced in areas as well.
13. That any pole-mounted light fixtures shall not exceed twenty feet (20') in height and shall be aimed and shielded to minimize stray light trespassing across property lines and glaring into adjacent roadways.
14. That the trash dumpster area and enclosure gates shall be constructed in accordance with the Dumpster Enclosure Details, as shown on the approved site plan.
15. That only conforming signage is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
16. That 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,
17. 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, the Planning Commission recommends the approval of a Conditional Agreement limiting this waiver use to this user only, with the provision to extend this waiver use approval to a new user only upon approval of the new user by the City Council.

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. 2021-11-02-24_RE Construction_E-COUNCIL Pkt

APPROVED BY



Date: January 17, 2022

Mark Taormina, Planning and Economic Development Director



Date: January 17, 2022

Maureen Miller Brosnan, Mayor

Petition 2021-11-02-24 submitted by R & E Landscaping and Construction, L.L.C. requesting waiver use approval pursuant to Section 6.58 of the Livonia Vision 21 Zoning Ordinance to construct and operate a special trade contractors' yard at 34413 Rosati Avenue, located on the west side of Stark Road just south of the CSX Railroad in the Southwest ¼ of Section 28.

**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: 11-16-2021 Petition 2021-11-02-24

Site Address: 34413 Rosati Ave Sidwell 4611030002000 Zoning of Property M-1

Requesting Approval To outside storage - WAIVER

Applicant: RON EMLING Business/Company: R&E LANDSCAPING & CONSTRUCTION

Applicant's Address: 34422 Rosati City: LIVONIA State: MI Zip Code: 48150

Applicant's Phone # (734) 507-1498 Applicant's Email r.emling@yahoo.com

Contact Person: RON EMLING Business/Company: _____

Contact's Address: _____ City: _____ State: _____ Zip Code: _____

Contact's Phone # (____) _____ Contact's Email _____

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 & **three (3) sets of full-size drawings**

RECEIVED
 NOV 16 2021
 CITY OF LIVONIA
 PLANNING COMMISSION

\$716.00

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.	\$600.00
(NOTE: Round off to nearest 1,000)	+ <u>116.00</u>
Total Amount Due	\$ <u>716</u>

Owner of Property: RON EMLING

Owner's Address: 34422 Rosati Ave City: LIVONIA State: MI Zip Code: 48150

Owner's Phone # (734) 507-1498 Owner's Email r.emling@yahoo.com

Signature of Owner: [Signature] Print Name: RON EMLING

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

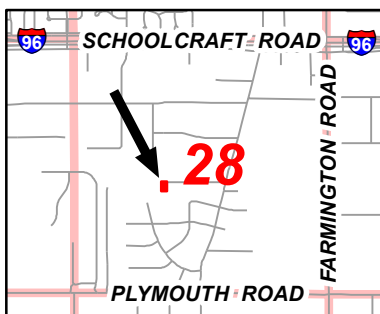
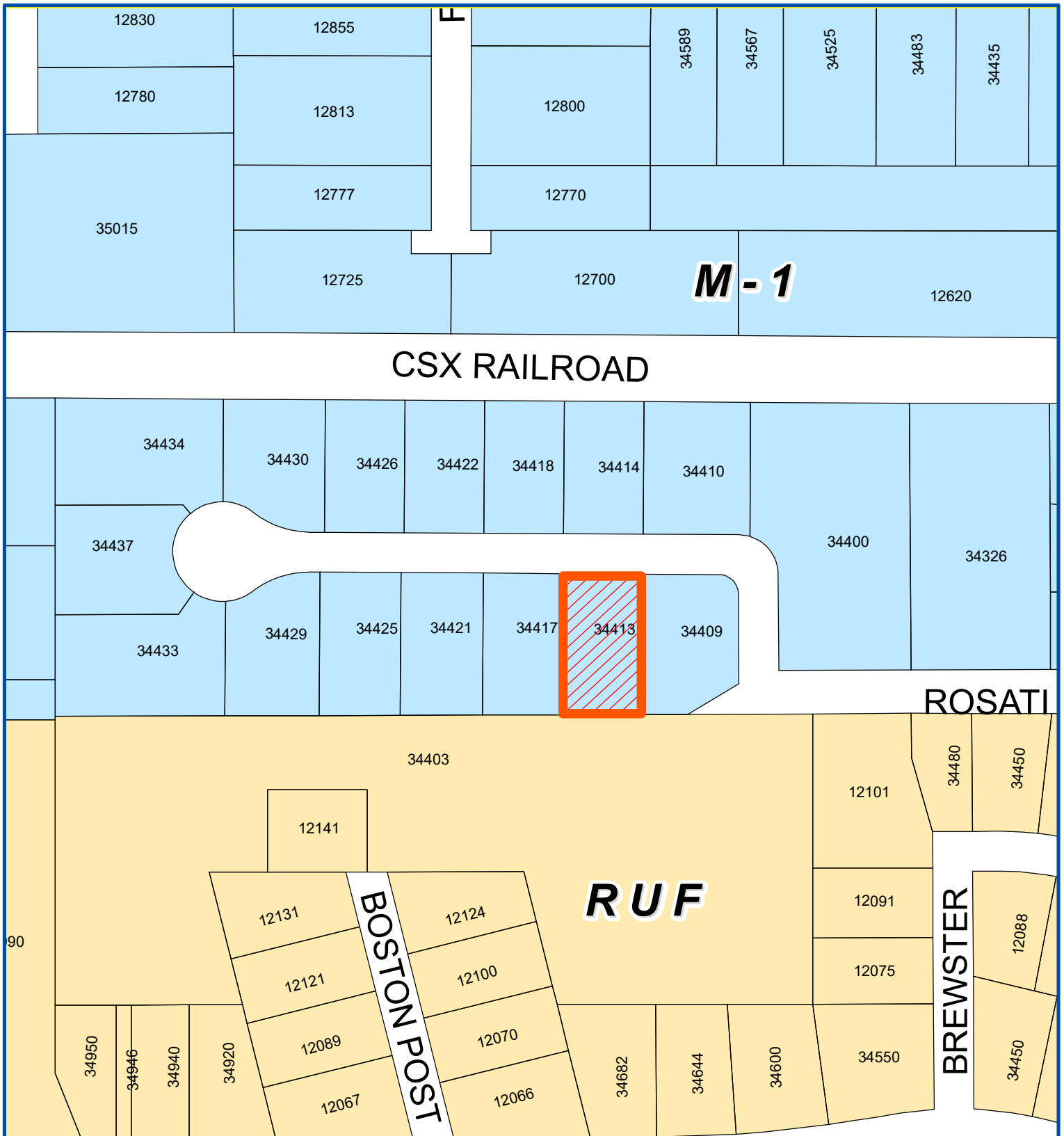
on this 16th day of November 20 21

Signature of Notary [Signature] My commission expires 9-28-2026

Acting in the County of Wayne

9 - S. J. KLEBA
 Notary Public, State of Michigan
 County of Wayne
 My Commission Expires Sep. 28, 2026
 Acting in the County of WAYNE

RECEIVED
 OFFICE OF THE CITY CLERK
 2021 NOV 16 AM 10:28



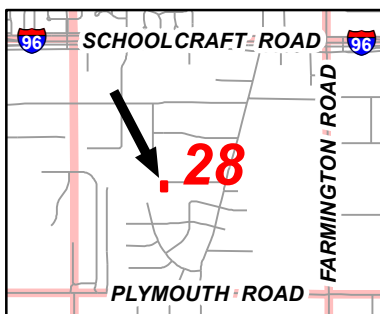
Address & Zoning Map

Petition 2021-11-02-24
 R & E Landscaping and Construction
 34413 Rosati Avenue
 To Construct & Operate Special Trade Contractors Yard



Not to Scale

City of Livonia
 Planning Department



Aerial Map

Petition 2021-11-02-24

R & E Landscaping and Construction

34413 Rosati Avenue

To Construct & Operate Special Trade Contractors Yard



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 3

Petition 2021-11-02-24 submitted by R & E Landscaping and Construction, L.L.C. requesting waiver use approval pursuant to Section 6.58 of the Livonia Vision 21 Zoning Ordinance to construct and operate a special trade contractors' yard at 34413 Rosati Avenue, located on the west side of Stark Road just south of the CSX Railroad in the Southwest ¼ of Section 28.

January 4, 2022: Study Meeting:

This petition seeks waiver use approval to construct and operate a special trade contractors' yard with outside storage on Lot 2 of Rosati Industrial Park Subdivision. This platted industrial park, zoned M-1 Light Manufacturing. Rosati Park consists of 16 industrial lots. R&E Landscaping is also requesting waiver use approval to operate a special trade contractors' yard with outside storage of building materials on Lot 12, located across the street (Pet. 2021-11-02-23).

Lot 2 is on the south side of Rosati Avenue and measures 120 feet in width along Rosati Avenue by a depth of 212 feet for a total lot area of 25,469 square feet, or 0.58 acre. To the east, west and north are other industrial-zoned parcels, zoned M-1. This property abuts a residential district, zoned RUF, Rural Urban Farm, to the south.

Per Section 6.58 of the Livonia Vision 21 Zoning Ordinance, special trade contractors' yards are allowed as a waiver use subject to the following special requirements:

- i. Except for the front yard setback, the lot area shall be enclosed with a fence of a type approved by the Inspection Department which shall be located and maintained on the boundaries of such lot area, with only such openings therein as may be necessary for ingress and egress; provided, however, that in the case of a corner lot such fence shall be located on the side yard setback line abutting a public or private thoroughfare.
- ii. Landscaping of the front yard and, in the case of a corner lot, also the side yard abutting a public or private thoroughfare, shall be required.
- iii. The outside stacking or stockpiling of materials shall not exceed eight feet (8') in height above ground level.
- iv. Notwithstanding any other provisions of this Ordinance, wherever the outside storage of equipment and/or material occurs on the site of an approved waiver use and is immediately adjacent to or abutting any residentially zoned property, there shall be provided a greenbelt which shall be at least twenty feet (20') in width, which shall consist of at least two (2) rows of appropriate live plant materials, so placed as to provide continuous screening over and above that which is provided by the protective wall, as is required by other provisions of this Ordinance and shall thereafter be permanently maintained; and further provided, that

PUBLIC HEARING

ITEM 3 Petition 2021-11-02-24 – R & E Landscaping & Construction Page 2

such greenbelt shall attain a minimum height of at least eight feet (8') after one full growing season.

The submitted plans show a 6,167 square-foot building located near the front of the site. For buildings in an M-1 District located on parcels less than one (1) acre in size, the Zoning Ordinance requires a minimum front yard setback of fifty feet (50'). The proposed building would be setback thirty-five feet (35') from the road right-of-way. Unfortunately, a special setback provision that applied only to industrial parks did not carryover from Ordinance No. 543 to the Livonia Vision 21 Zoning Ordinance. Section 16.10(a) previously provided that when an industrial building fronted on an internal road within a park, the front yard shall be at least sixty feet (60') in depth as measured from the centerline of the publicly dedicated street. While it is staff's intention to amend the zoning ordinance to include the previous setback language, until this happens, the only option available to the Petitioner is to secure a variance from the Zoning Board of Appeals. The building would have a rear yard setback of seventy-one feet (71') and both side yards would be at least twenty feet (20') in depth. The proposed structure would have a maximum height, as measured from the finished grade to the top edge of the roof, of twenty-two feet two inches (22'-2"). As typical with most industrial buildings, the building would be one-story in height but have a high interior ceiling height. The floor plan shows that the interior would be fairly open, with a large shop area, an office and two (2) unisex bathrooms.

Parking for this type of facility is based on one (1) space per 500 square feet of building floor area. Based on the square footage of the building, the proposed facility would require twelve (12) parking spaces available for employees and customers. The site plan shows twelve (12) parking spaces along the property's western property line. The entire parking lot area and the paved area behind the building would be completely enclosed with a six foot (6') high chain link fence. The yard's access gate, located next to the northwest corner of the building, would be comprised of a six foot (6') high black wrought-iron type fencing. All twelve (12) parking spaces, including one (1) barrier-free space, are shown within the fenced-in area, so it is uncertain where customers or visitors would park. In addition, the plans do not indicate the type of amount of material being stored outside.

The elevation plans show the exterior materials of the proposed building would consist of a combination brick and split-face block. The front and the front half of the side elevations would be brick. The remaining back half of the side elevations and the rear of the building would be constructed out of split-face block. Windows would be installed along the brick portions to the building. The rear and north elevation would have large metal overhead doors. This building is very similar in appearance to their existing building on Lot 12 and the one shown on the plans for Excellerated Towing & Recovery on Lot 8.

A single dumpster enclosure is shown behind the building along the western edge of the parking lot. According to the "Dumpster Enclosure Detail" shown on Sheet # DA-1.0, the enclosure walls would be six feet (6') in height and would be constructed out of eight

PUBLIC HEARING

ITEM 3 Petition 2021-11-02-24 – R & E Landscaping & Construction Page 3

inch (8") split face block. The enclosure swing gates would be solid corrugated aluminum. It is not known how trash pickup would be handled since the dumpster is within the fenced-in area.

For site lighting, the elevation plan shows LED wall packs along the top section of the proposed building. The Petitioner has stated that these would be the only type of security lighting on site, there would be no type of light poles in the parking lot.

As required, the front yard of the site would be landscaped. The proposed landscaping consists of two (2) White Dogwood trees, a row of arborvitae along the front of the building and grass. The landscape plan indicates the type, quantity and size of plant materials, along with planting details and general landscape notes.

As mentioned, this site abuts a residential district to the south and therefore requires a twenty foot (20') wide greenbelt and screen wall between the adjacent properties. As specified in the requirements for waiver use approval, the greenbelt must have at least two (2) rows of appropriate live plant materials that provide a continuous screening over and above that which is provided by the protective wall. The plant material must attain a minimum height of at least eight feet (8') after one full growing season. The landscape plan shows seven (7) White Dogwood trees planted in a staggered pattern within the twenty foot (20') wide greenbelt adjacent to the residential district. The plan also notes that there is an existing six foot (6') high masonry wall along this property line.

According to the provisions set forth in Section 11.08 of the sign regulations, this site would be allowed one (1) wall sign at one (1) square foot of area for each two (2) lineal foot of front building width or 100 square feet, whichever is lesser. Because the development would be deficient in front yard setback, it would not be allowed a ground sign.

January 11, 2022: Public Hearing:

Approving Resolution: That the request to construct and operate a special trade contractors' yard at 34413 Rosati Avenue is hereby approved, subject to City Council approval and the following conditions:

1. That the architectural site plan identified as Sheet No. DA-1.0 dated November 15, 2021, prepared by Arista Design, Inc., is hereby approved and shall be adhered to.
2. Subject to a determination by the Inspection Department, the petitioner may be required to obtain a variance from the Zoning Board of Appeals for deficient building front yard setback and any conditions related thereto.

PUBLIC HEARING

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3. 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.
4. That the landscape plan identified as Sheet No. L-1.0 dated December 16, 2021, as revised, prepared by Arista Design, Inc., is hereby approved and shall be adhered to.
5. That the proposed White Dogwood trees within the twenty foot (20') wide greenbelt along the rear property line shall be replaced with full-size evergreen type trees subject to the review and approval of the Planning Department.
6. That all disturbed lawn areas shall be sodded in lieu of hydro seeding,
7. That underground sprinklers are to be provided for all landscaped and sodded areas and all planted materials shall be installed to the satisfaction of the Inspection Department and thereafter permanently maintained in a healthy condition.
8. That the exterior elevations plan identified as Sheet No. DA-1.0 dated November 15, 2021, prepared by Arista Design, Inc., is hereby approved and shall be adhered to.
9. 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.
10. That all outside storage shall be restricted to the enclosed fenced-in area behind the building, as shown on the approved site plan. Storage within this area shall be limited to construction-related materials and no more than two (2) vehicles. Any changes in the location and extent of the outdoor storage yard shall first be approved by the Planning Commission.
11. That there shall be no outdoor storage of junk, tires, debris, hazardous chemicals, or disabled/inoperative equipment and vehicles anywhere on the premises.
12. That the owner must provide a "Knox Box" (fire dept key box) for fire department after-hour access to the building. Additionally, a key must be provided (in the "Knox Box") for access to all fenced in areas as well.

PUBLIC HEARING

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13. That any pole-mounted light fixtures shall not exceed twenty feet (20') in height and shall be aimed and shielded to minimize stray light trespassing across property lines and glaring into adjacent roadways.
14. That the trash dumpster area and enclosure gates shall be constructed in accordance with the Dumpster Enclosure Details, as shown on the approved site plan.
15. That only conforming signage is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
16. That 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,
17. 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.

Denying Resolution: That the request to construct and operate a special trade contractors' yard at 34413 Rosati Avenue is hereby denied for the following reasons:

1. That the petitioner has failed to affirmatively show that the proposed use complies with all the general waiver use standards and requirements as set forth in Section 6.58 of the Livonia Vision 21 Zoning Ordinance.
2. That the operation of a special trade contractors' yard with outdoor storage at this location would have a detrimental effect upon the neighboring properties.
3. That outdoor storage at this location would be incompatible to and not in harmony with the surrounding uses in the area, particularly with respect to the residential neighborhood to the south; 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.

Pertinent Information:

Owner/Developer:
R E Landscaping and Construction, LLC
34422 Rosati Avenue, Livonia, MI 48150

Zoning District: M-1 (Light Manufacturing)

Setback Requirements:

FRONT:	35' Required	35' Provided
SIDE - WEST:	20' Required	42' Provided
SIDE - EAST:	20' Required	20' Provided
REAR:	20' Required	71' Provided

Parking Requirements: Section 18.38 - Industrial Establishments
Required: (1) Space per employee, 4 Employees = (4) Spaces required
Provided: (11) Spaces
Max. Height of Structure: Max. Allowable: 50'-0" Proposed: +/- 22'-3"
Site Area: 25,469 s.f.
Proposed Building Area: 6,167 s.f.

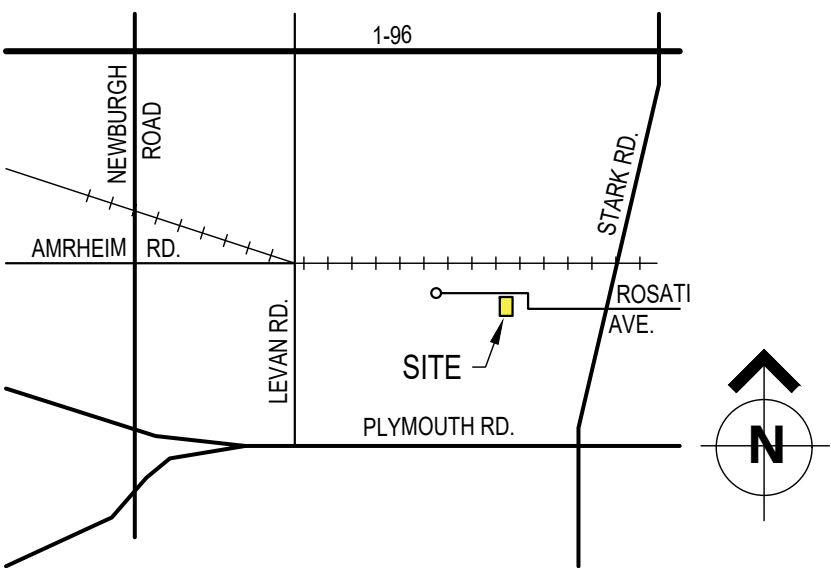


Drawing Index:

- DA-1.0 - Project Title, Project Information
- DA-2.0 - Architectural Site Plans, Dumpster Details
- DA-3.0 - Landscape Plan, Landscape Details
- DA-4.0 - Building Floor Plan, Exterior Elevations
- Survey

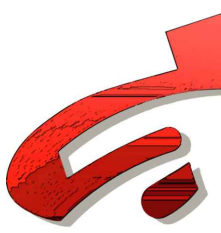
EXTERIOR MATERIAL SELECTIONS TO MATCH THAT OF EXISTING BUILDING (#34422 ROSATI AVE.) THAT HAS RECENTLY BEEN COMPLETED AS DEPICTED ON VICINITY MAP BELOW. SEE ALSO MATERIAL PHOTO EXAMPLES PROVIDED.

Location Map: (NOT TO SCALE)



R E LANDSCAPING AND CONSTRUCTION, LLC
34413 ROSATI AVE., LIVONIA, MICHIGAN



 **Arista Design, Inc.**
PO Box 531507, Livonia, MI 48153
Tel: 734-812-7450

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Issued: _____

Drawing Title:
Project Information

Drawing Scale: As Shown

Date: 11/15/2021

Project Number: _____

Sheet #:
DA-1.0

Legal Description:

PARCEL ID# 111-03-0012-000

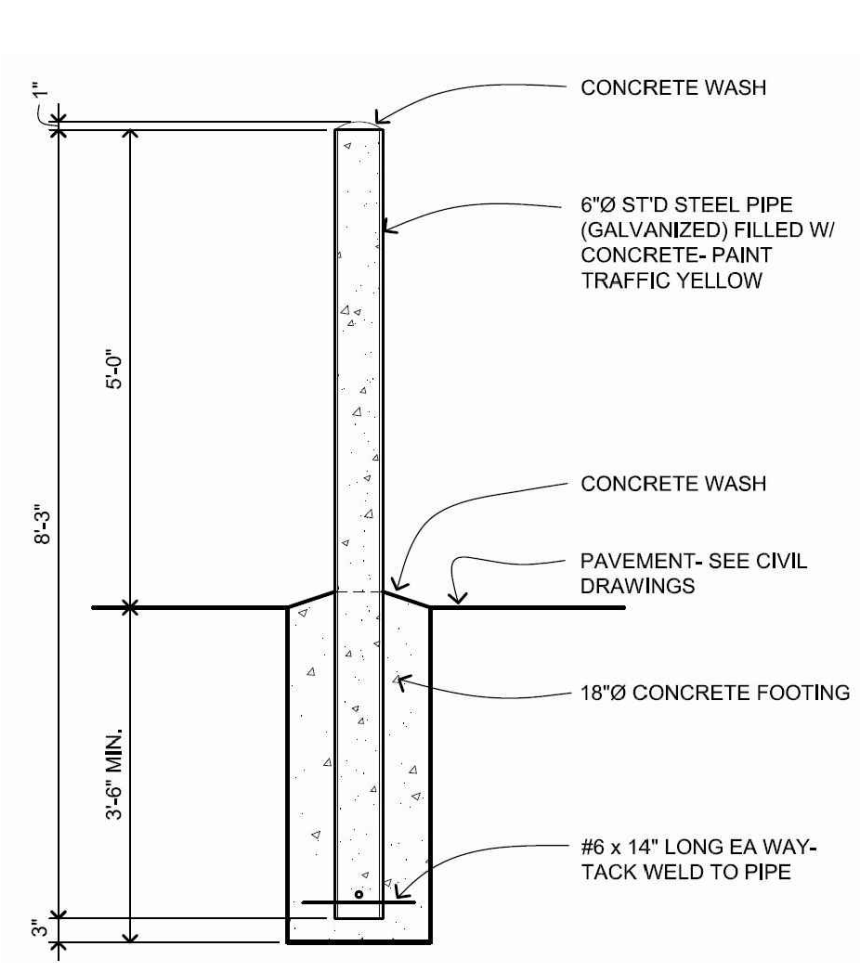
LOT 12, OF "ROSATI INDUSTRIAL PARK", A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF SECTION 28, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 122 OF PLATS ON PAGES 63-66 OF WAYNE COUNTY RECORDS. CONTAINING 0.55 ACRES OF LAND MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OR RIGHT OF WAYS OF RECORD IF ANY.



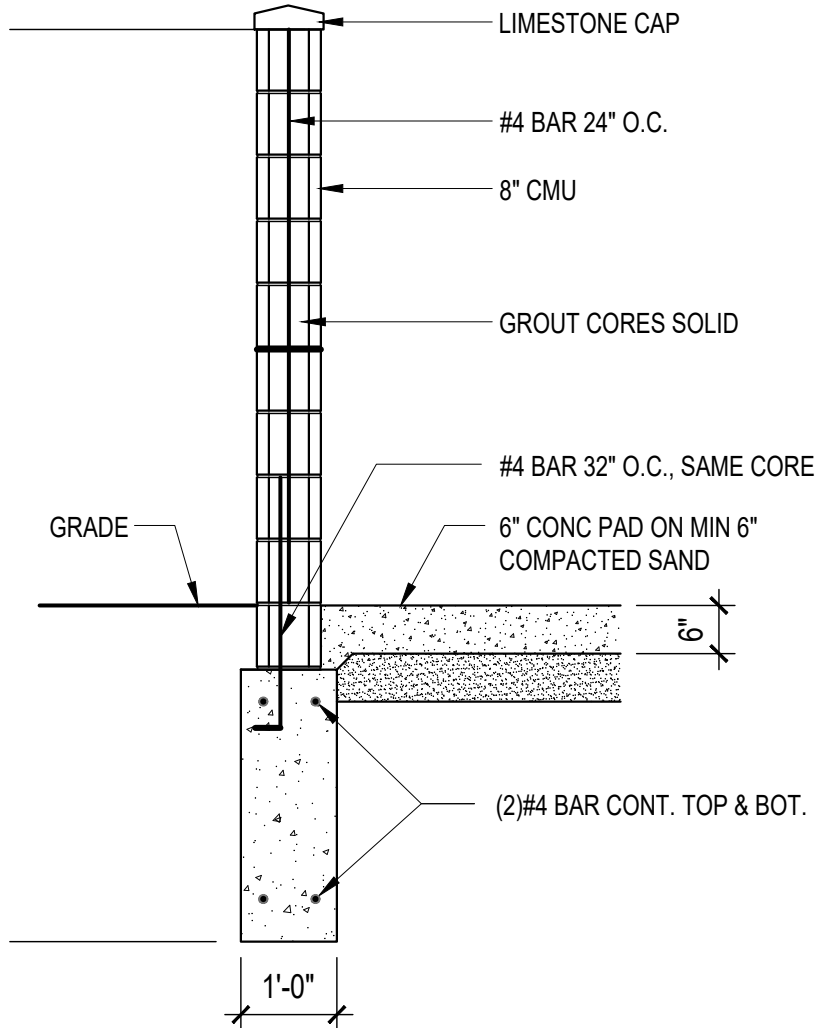
Split Face Block Material
Photo Example



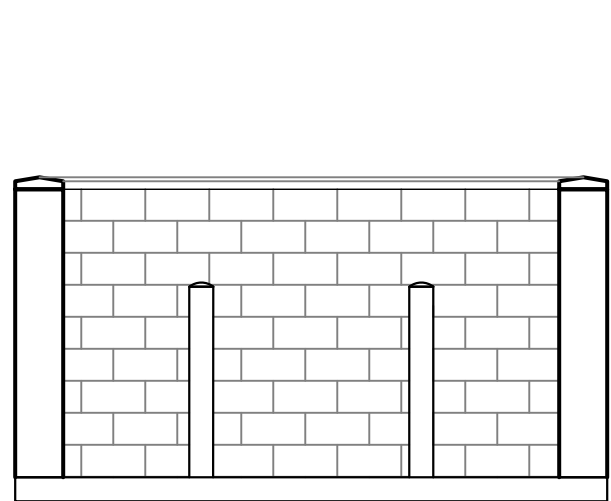
Aluminum Gate Example
NOT TO SCALE



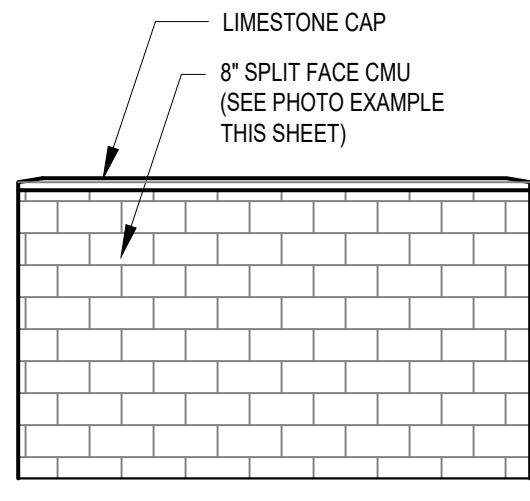
Typical Guard Post Detail
Scale: 1/2" = 1'-0"



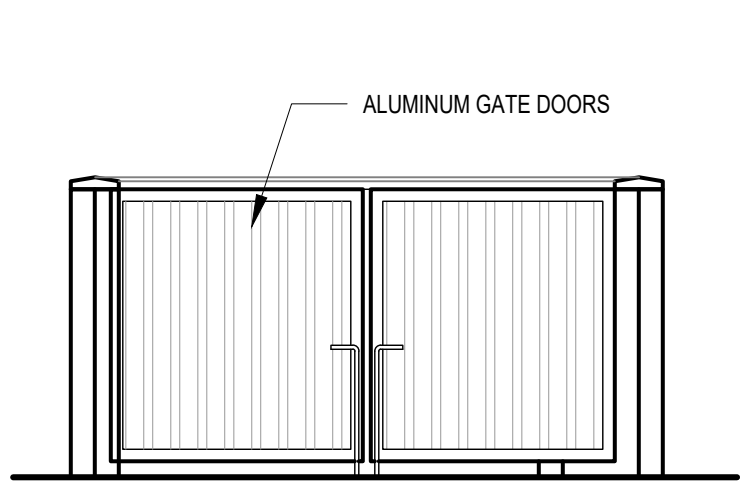
Dumpster Enclosure Section
Scale: 1/2" = 1'-0"



REAR INTERIOR ELEVATION

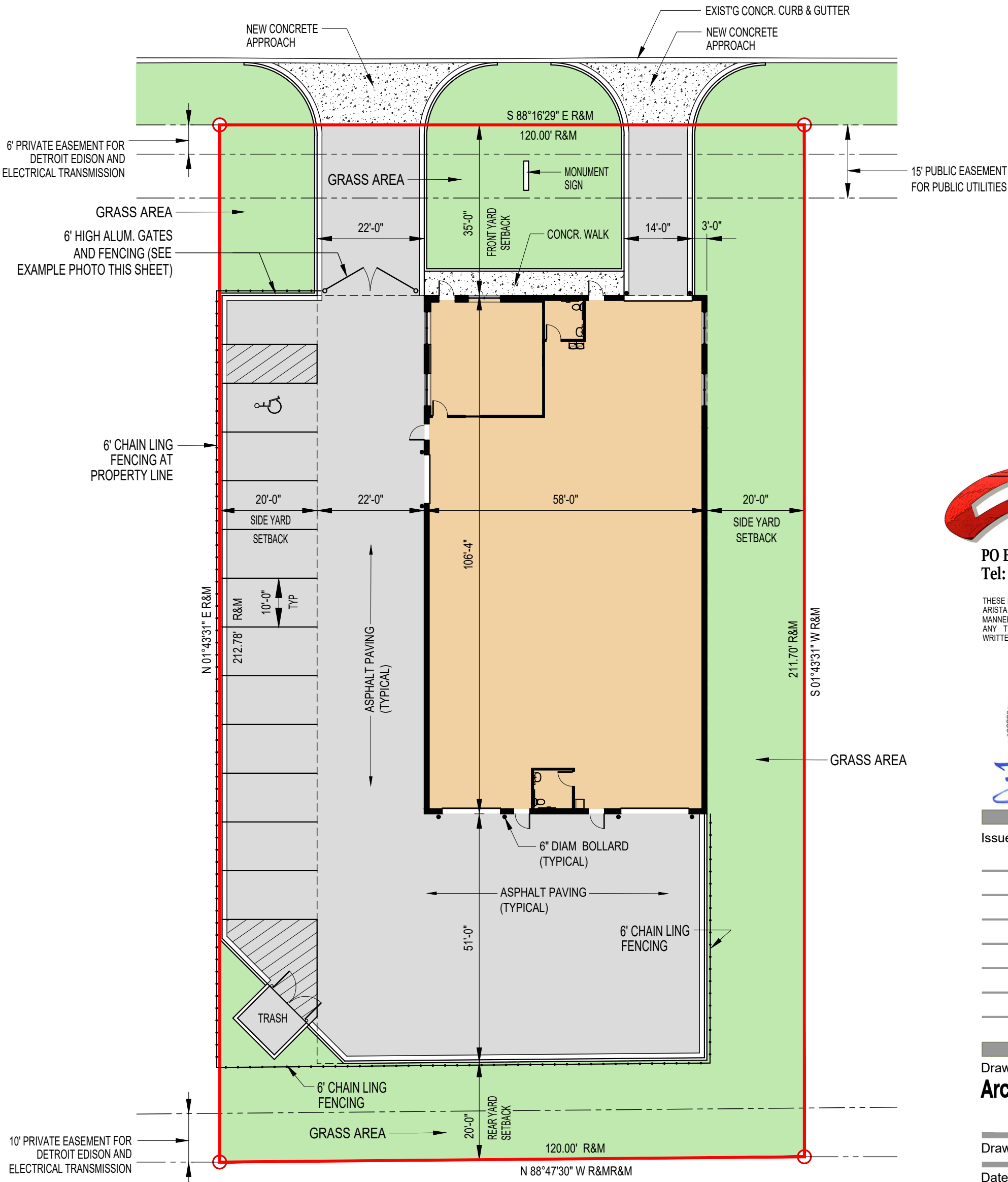
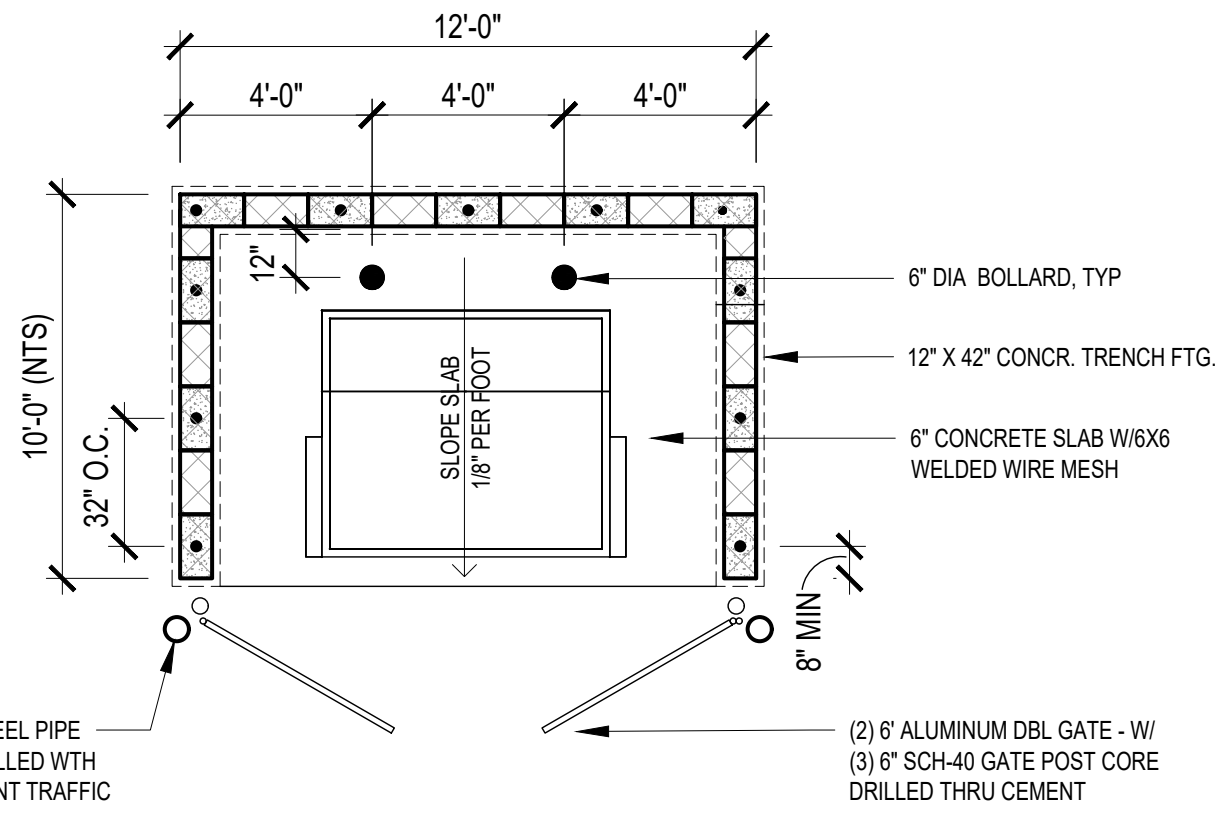


REAR ELEVATION



FRONT ELEVATION

Dumpster Enclosure Details
Scale: 1"=20'-0"



Architectural Site Plan
Scale: 1"=20'-0"

Arista Design, Inc.
PO Box 531507, Livonia, MI 48153
Tel: 734-812-7450

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Issued:

Drawing Title:
Architectural Site Plan

Drawing Scale: As Shown

Date: 11/15/2021

Project Number:

Sheet #:
DA-1.0

Landscape Development Notes:

- PLANTING**
1. Installation of all plant material shall be in accordance with the latest edition of the *American Association of Nurserymen Standards for Nursery Stock* and with the specifications set forth by the City of Taylor, Michigan.
 2. The plant materials shall conform to the type stated on the plant list. Sizes shall be the minimum stated on the plant list or larger. All measurements shall be in accordance with the latest edition of the *American Association of Nurserymen Standards for Nursery Stock*.
 3. The plant material shall be nursery grown and inspected by the Owner's representative before planting. The Owner's representative reserves the right to reject any plant material at any time.
 4. Plants designated "B&B" shall be balled and burlapped with firm balls of earth.
 5. Dig shrub pits one foot (1') larger than the shrub rootball, tree pits three (3) times the width of the tree rootball and backfill with one (1) part topsoil and one (1) part soil from excavated pit. Plant trees and shrubs at the same grade level at which they were planted at the nursery. If wet, clay soils are evident, plant trees and shrubs slightly higher.
 6. The Contractor is responsible for planting the materials at the correct grades and spacing. The plants shall be oriented to give the best appearance.
 7. When the plant has been properly set, the pit shall be backfilled with the topsoil mixture, gradually filling, patting, and settling with water.
 8. Trees in lawn areas to have a four foot (4') circle of mulch, four inches (4") deep, and three inches (3") away from the trunk. Shrub beds are to be mulched with shredded bark mulch to a minimum depth of four inches (4"). Only natural color shredded hardwood bark mulch will be accepted.
 9. Remove all twine, wire, and burlap from the top one third (1/3) of tree and shrub root balls and from tree trunks. Remove all non-biodegradable material such as plastic or nylon completely from branches and stems.
 10. All plant materials shall be pruned and injuries repaired. The amount of pruning shall be limited to the removal of dead or injured limbs and to compensate for the loss of roots from transplanting. Cuts should be flush, leaving no stubs. Cuts over three quarters of an inch (3/4") shall be painted with tree paint. Shrubs along the site perimeter shall be allowed to grow together in a natural form.
 11. Organic, friable topsoil shall be evenly distributed and fine graded over all areas to receive lawns at uniform depth of four inches (4") after settlement.
 12. All lawn areas shall be seeded with a Grade A Kentucky Blue Grass blend over the topsoil. Install a soil erosion control blanket for stabilization of the side slopes of the detention basin after seeding.
 13. All plantings shall be completed within three (3) months, and no later than November 30, from the date of issuance of a certificate of occupancy if such certificate is issued during the April 1 thru September 30 period; if the certificate is issued during the October 1 thru March 31 period, the planting shall be completed no later than the ensuing May 31; plantings shall thereafter be reasonably maintained, including permanence and health of plant materials to provide a screen to abutting properties and including the absence of weeds and refuse.
 14. Plant trees and shrubs no closer than the following minimum distances from sidewalks, curbs, and parking stalls:
 - a. Shade/Canopy Trees Three feet (3')
 - b. Ornamental/Flowering Trees Five feet (5')
 - c. Evergreen Trees Five feet (5')
 - d. Evergreen/Flowering Shrubs Four feet (4').
 15. Backfill directly behind all curbs and along sidewalks and compact to the to of curbs or walk to support vehicle and pedestrian weight without settling.
 16. All landscape areas, especially parking lot islands and landscape beds next to buildings shall be excavated of all building materials and poor soils to a depth of twelve inches to eighteen inches (12"-18") and backfilled with good, medium-textured planting soil (loam or light yellow clay). Add four inches to six inches (4"-6") of topsoil over the fill material and crown a minimum of six inches (6") above the top of curbs and/or walks after earth settling unless otherwise noted on the landscape plan.
 17. Conversion of all asphalt and gravel areas to landscape planting beds shall be done in the following manner: a. Remove all asphalt, gravel, and compacted earth to a depth of six inches to eighteen inches (6"-18") depending on the depth of the sub base and dispose of off site; b. Call the City for an inspection prior to backfilling; c. Replace excavated material with good, medium-textured planting soil (loam or light yellow clay) to a minimum of two inches (2") above the top of the curb and sidewalk, add four inches to six inches (4"-6") of topsoil and crown to a minimum of six inches (6") above the adjacent curb and walk after earth settling, unless otherwise noted on the landscape plan.
- If conversion from asphalt to landscape occurs in or between an existing landscape area(s), replace excavated material from four inches to six inches (4"-6") below adjacent existing grade with good, medium-textured planting soil (loam or light yellow clay) and add four inches to six inches (4"-6") of topsoil to meet existing grades after earth settling.

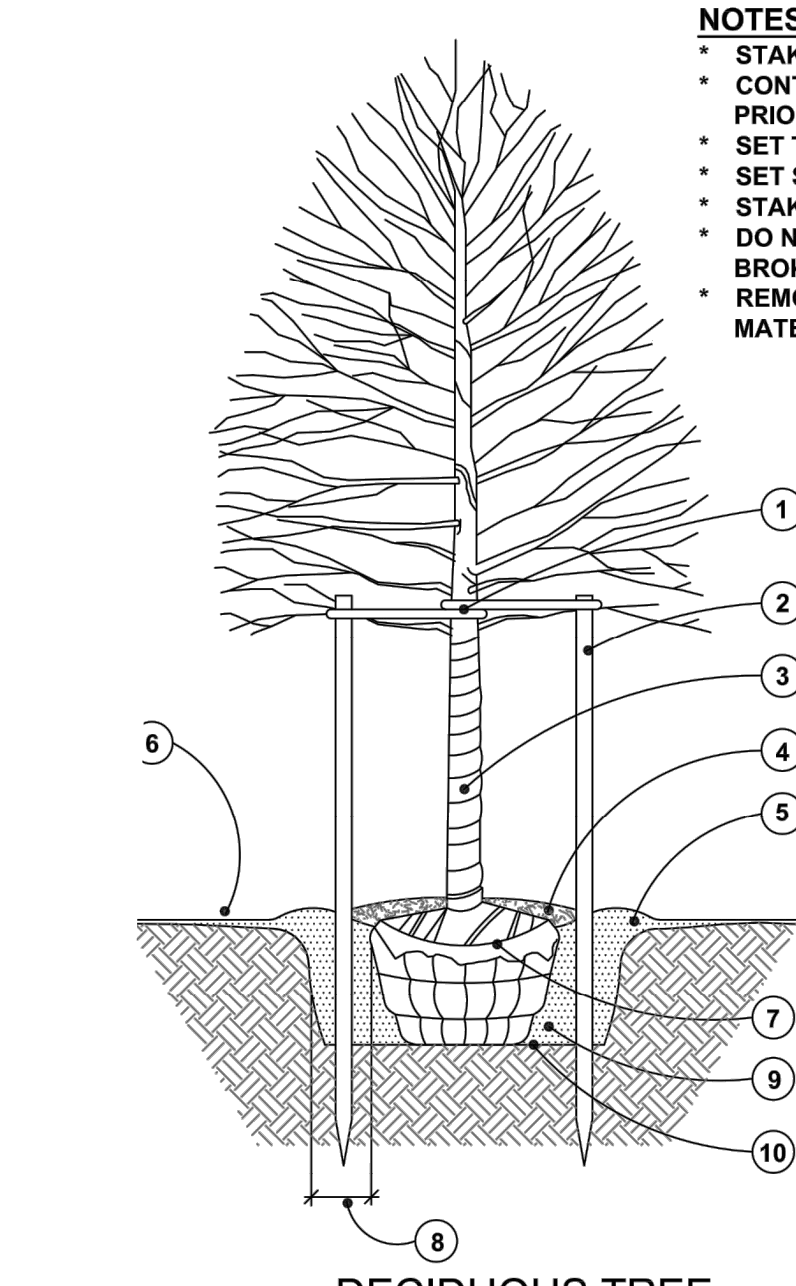
- MATERIAL**
1. Required landscape material shall satisfy the criteria of the American Association of Nurserymen Standards for Nursery Stock and be: a. Nursery grown; b. State Department of Agriculture inspected; c. No. 1 grade material with a straight, unscarred trunk, and well-developed uniform crown (park grade trees will not be accepted); d. Staked, wrapped, watered, and mulched according to the details provided; and e. Guaranteed for one (1) year.
 2. Topsoil shall be friable, fertile soil of clay loam character containing at least five percent (5%) but not more than twenty percent (20%) by weight of organic matter with a pH range between 6.0 and 7.0. The topsoil shall be free from clay lumps, coarse sand, plant roots, sticks, and other foreign materials.
 3. The seed mixture shall consist of the following types and proportions: Kentucky Blue Grass blend "Baron/Sheri/Adelphi" @ sixty percent (60%), Chewing Fescue @ twenty-five percent (25%), Creeping Red Fescue @ ten percent (10%), and Perennial Rye Grass @ five percent (5%). Weed content shall not exceed one percent (1%). The mix shall be applied at a rate of 200 pounds per acre.
 4. Sod shall be two (2) year old "Baron/Sheri/Adelphi" Kentucky Blue Grass blend grown in a sod nursery on loam soil.
 5. Cobblestone mulch shall consist of one inch to three inch (1" - 3") cobbles six inches (6") deep over geotextile fabric.
- GENERAL**
1. Do not plant deciduous or evergreen trees directly over utility lines or under overhead wires. Maintain a six foot (6') distance from the centerline of utilities and twenty feet (20') from the centerline of overhead wires for planting holes. Call MISS DIG forty-eight (48) hours prior to landscape construction for field location of utility lines.
 2. The Contractor agrees to guarantee all plant material for a period of one (1) year. At that time, the Owner's representative reserves the right for a final inspection. Plant material with twenty-five percent (25%) die back, as determined by the Owner's representative shall be replaced. This guarantee includes the furnishing of new plants, labor, and materials. These new plants shall also be guaranteed for a period of one (1) year.
 3. The work shall consist of providing all necessary materials, labor, equipment, tools, and supervision required for the completion as indicated on the drawings.
 4. All planting beds shall be watered with an automatic underground irrigation system. Lawns and shrub/landscape areas shall be watered by separate zones to minimize overwatering.
 5. All written dimensions override scale dimensions on the plans.
 6. Report all changes, substitutions, or deletions to the Owner's representative.
 7. All bidders must inspect the site and report any discrepancies to the Owner's representative.
 8. All specifications are subject to change due to existing conditions.
 9. The Owner's representative reserves the right to approve all plant material.
 10. All ground mounted mechanical units shall be screened on three (3) sides with living plant material.

- MAINTENANCE OF GENERAL LANDSCAPE AREAS**
1. The Owner of the landscaping shall perpetually maintain such landscaping in good condition so as to present a healthy, neat, and orderly appearance, free from refuse and debris.
 2. The Owner shall conduct a seasonal landscape maintenance program including regular lawn cutting (at least once per week during the growing season), pruning at appropriate times, watering, and snow removal during winter.
 3. The Contractor is responsible for watering and maintenance of all seed areas until a minimum of ninety percent (90%) coverage, as determined by the Owner's representative.
 4. All diseased and/or dead material shall be removed within sixty (60) days following notification and shall be replaced within the next appropriate planting season or within one (1) year, whichever comes first.
 5. Any debris such as lawn clippings, fallen leaves, fallen limbs, and litter shall be removed from the site on a weekly basis at the appropriate season.
 6. All planting beds shall be maintained by removing weeds, fertilizing, and replenishing mulch as needed.
 7. Annual beds shall be kept free of weeds and mulched with sphagnum peat of a neutral pH as needed. Perennial beds shall be kept free of weeds and mulched with fine textured shredded bark as needed. Cut spent flower stalks from perennial plants at regular intervals.

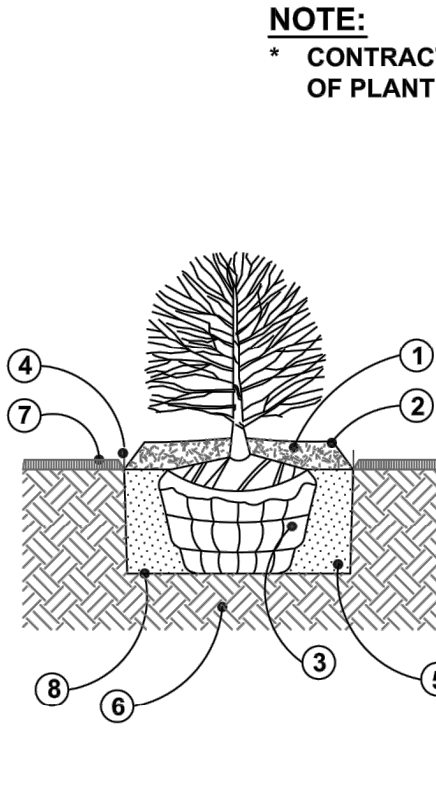
ALL LANDSCAPE AREAS TO BE IRRIGATED.

PLANTING LOCATIONS TO BE VERIFIED IN FIELD AND SHALL NOT CONFLICT WITH UNDERGROUND AND ABOVE GROUND UTILITIES. CONTRACTOR TO BE RESPONSIBLE FOR COORDINATING FINAL LOCATIONS WITH THE OWNER PRIOR TO INSTALLATION.

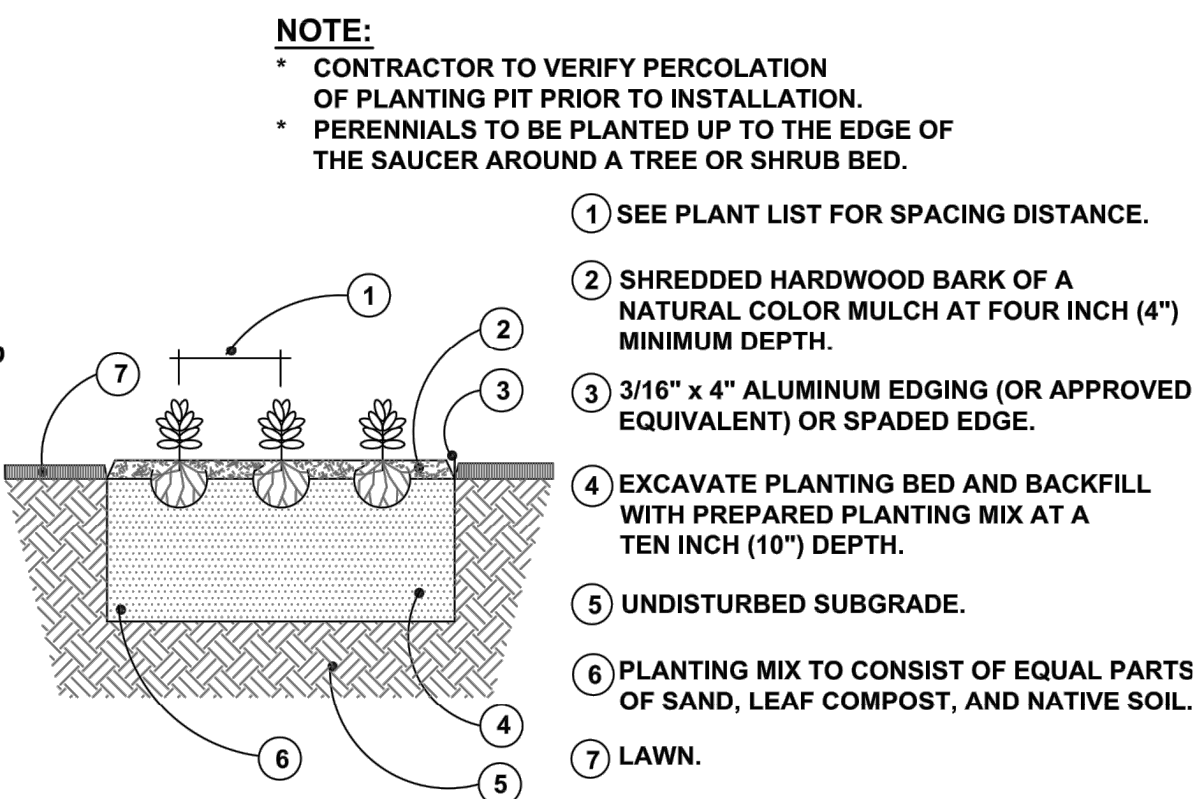
- GENERAL NOTES FOR ALL PLANTINGS:**
- * DO NOT CUT CENTRAL LEADER.
 - * REMOVE ALL TAGS, STRINGS, PLASTICS, AND ANY OTHER NON-BIODEGRADABLE MATERIALS (EXCEPT LABEL FOR PLANT NAME) FROM PLANT STEMS OR CROWN WHICH ARE UNSIGHTLY OR COULD CAUSE GIRDLING.
 - * PLANTS SHALL BEAR THE SAME RELATION TO FINISH GRADE AS IT BORE TO THE PREVIOUS GRADE IN THE NURSERY. SET THE BASE OF THE PLANT SLIGHTLY HIGHER THAN EXISTING GRADE IF PLANTING IN CLAY SOILS.
 - * CENTER THE ROOTBALL IN THE PLANTING HOLE. LEAVE THE BOTTOM OF THE PLANTING HOLE FIRM. USE WATER TO SETTLE THE PLANTING MIX AND REMOVE ANY AIR POCKETS AND FIRMLY SET THE TREE OR SHRUB. GENTLY TAMP IF NEEDED.



DECIDUOUS TREE



SHRUB



ANNUAL / PERENNIAL / GROUND COVER



Planting Details

NOT TO SCALE

Legal Description:

PARCEL ID# 111-03-0002-000

LOT 2, OF "ROSATI INDUSTRIAL PARK", A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 122 OF PLATS ON PAGES 63-66 OF WAYNE COUNTY RECORDS, CONTAINING 0.55 ACRES OF LAND MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OR RIGHT OF WAYS OF RECORD IF ANY.

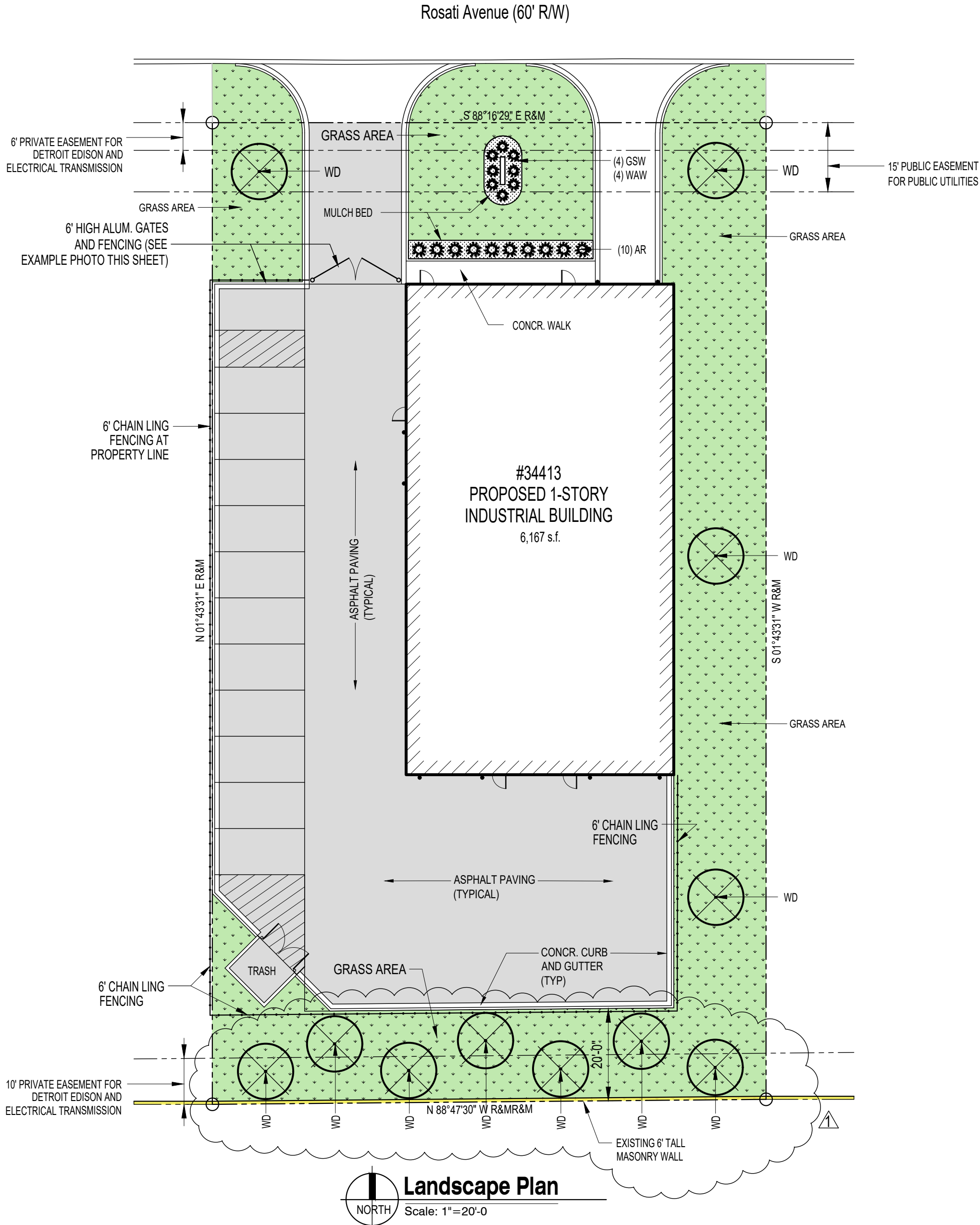
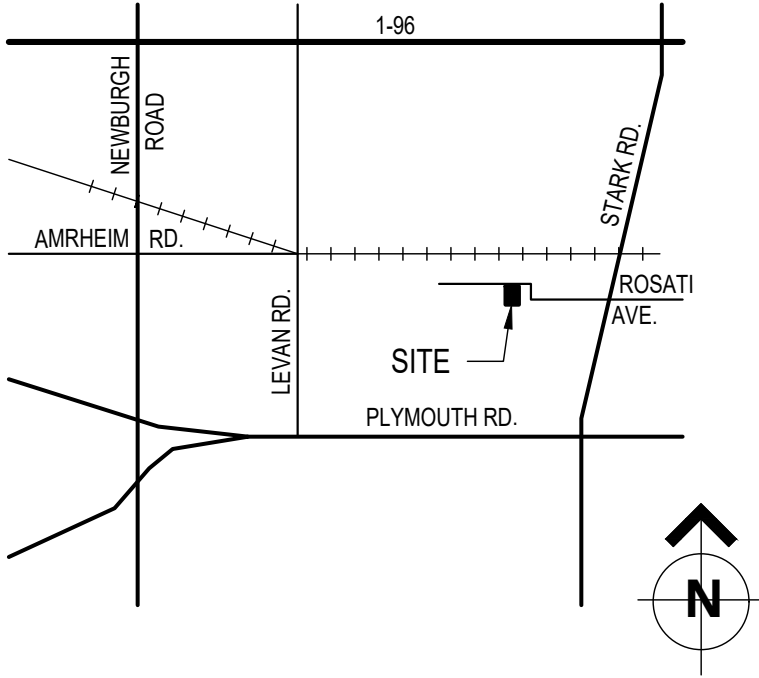
Site Coverage Calculations:

SITE AREA	= 23,959 S.F.
OFF-STREET PARKING COVER	= 8,472 S.F.
BUILDING AREA COVER	= 6,167 S.F.
SIDEWALKS COVER	= 210 S.F.
LANDSCAPING COVER	= 9,110 S.F.

Planting Schedule:

SYMBOL	COMMON NAME	QTY.	BOTANICAL NAME	HEIGHT	SIZE
AR	NORTH POLE ARBORVITAE GREEN FOLIAGE	10	THUJA	4'-0"	1 GAL.
GSW	GOLD SPLASH WINTERCREEPER GREEN & YELLOW FOLIAGE	4	EUONYMUS	4.5' QT.	
WAW	WHITE ALBUM WINTERCREEPER GREEN & YELLOW FOLIAGE	4	EUONYMUS	4.5' QT.	
WD	WHITE DOGWOOD	11	CORNUS FLORIDA		3" CAL.

Location Map: (NOT TO SCALE)



Landscape Plan

Scale: 1"=20'-0"



Know what's below.
Call before you dig.

UTILITY INFORMATION, AS SHOWN, INDICATES APPROXIMATE LOCATIONS AND TYPES OF FACILITIES ONLY. AS DISCLOSED TO THIS FIRM BY THE VARIOUS UTILITY COMPANY'S RECORDS. NO GUARANTEE IS GIVEN OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF.

PRIOR TO CONSTRUCTION, ALL LOCATION AND DEPTHS OF EXISTING OVERHEAD AND UNDERGROUND UTILITIES IN CONFLICT WITH THE CONSTRUCTION OF PROPOSED IMPROVEMENTS SHALL BE VERIFIED IN THE FIELD.

DURING CONSTRUCTION, CONTRACTOR SHALL USE EXTREME CAUTION WHEN OPERATING NEAR OVERHEAD AND/OR BURIED UTILITIES.

Proposed New Building
34413 Rosati Avenue
Livonia, MI 48150
Lot 2, Rosati Industrial Park
Owner/Developer:
R & E Landscaping and Construction, LLC
24800 5 Mile Road
Redford, MI 48239



Arista Design, Inc.
PO Box 531507, Livonia, MI 48153
Tel: 734-812-7450

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Issued:
Revision - 12/16/21

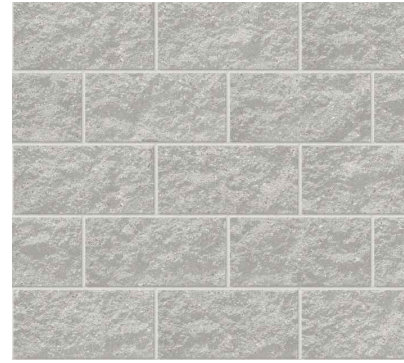
Drawing Title:
Landscape Plan Details

Drawing Scale: As Shown

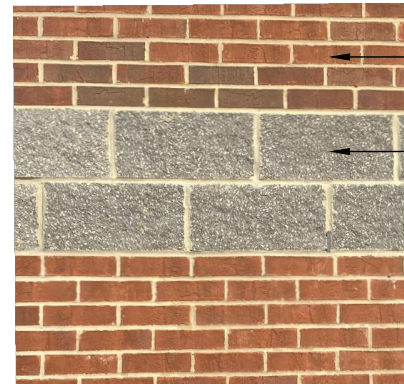
Date: August 16, 2021

Project Number:

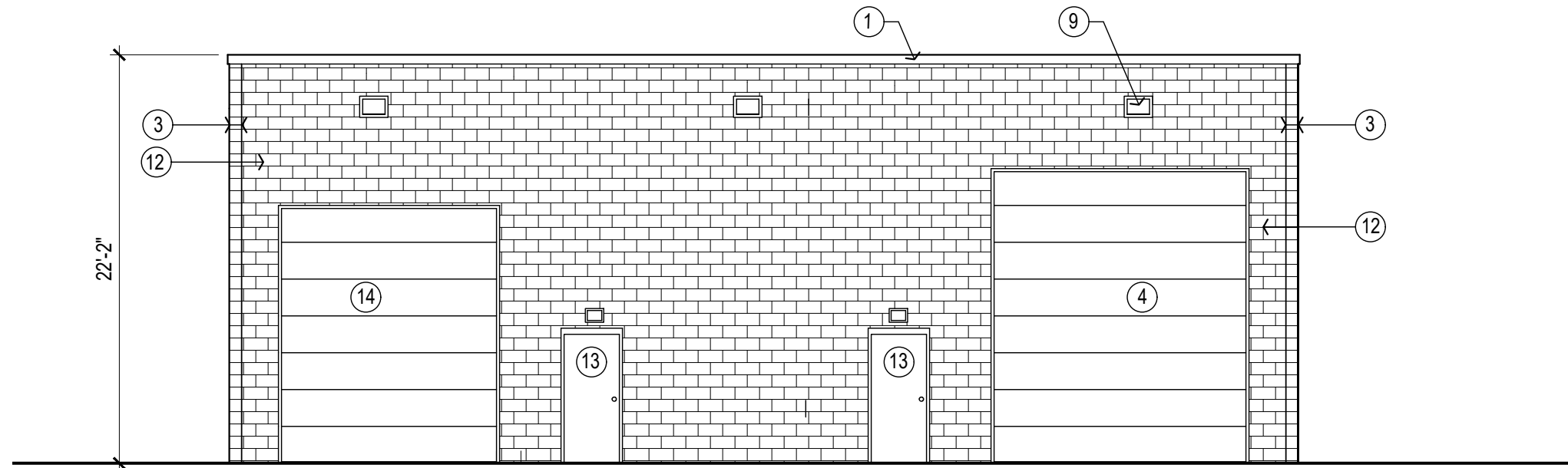
Sheet #:
L-1.0



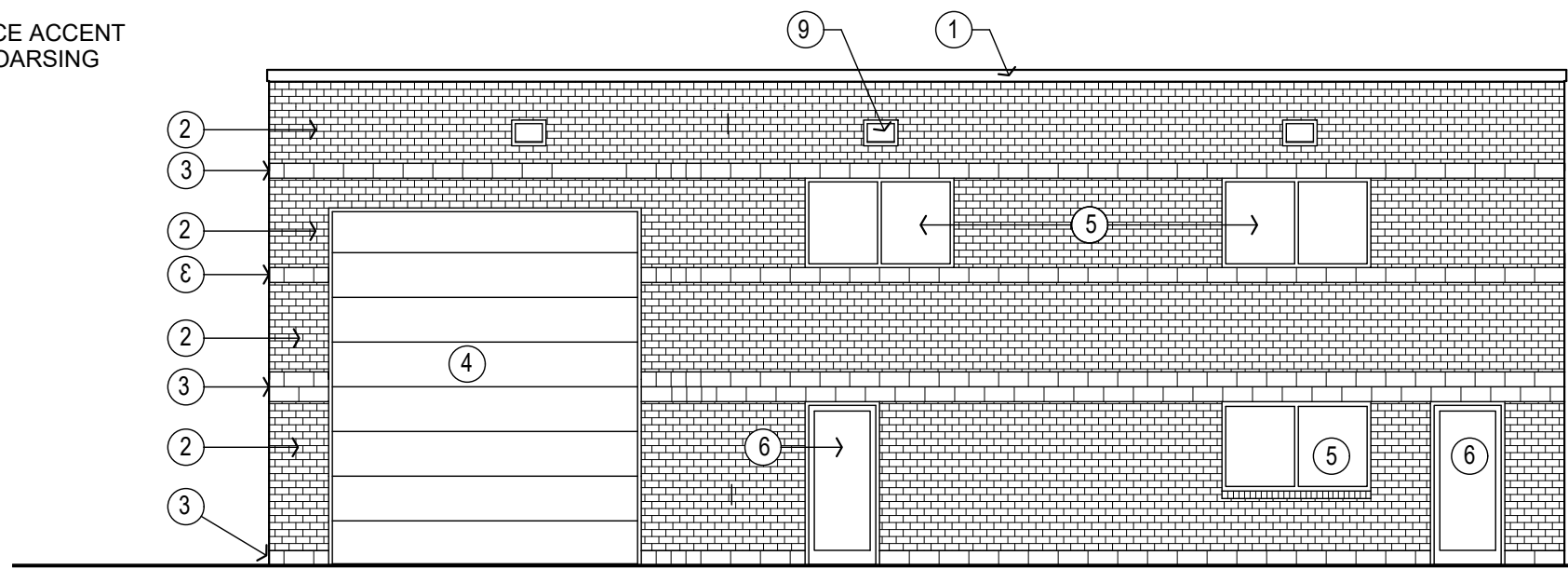
Actual Block Material
Installed & Completed



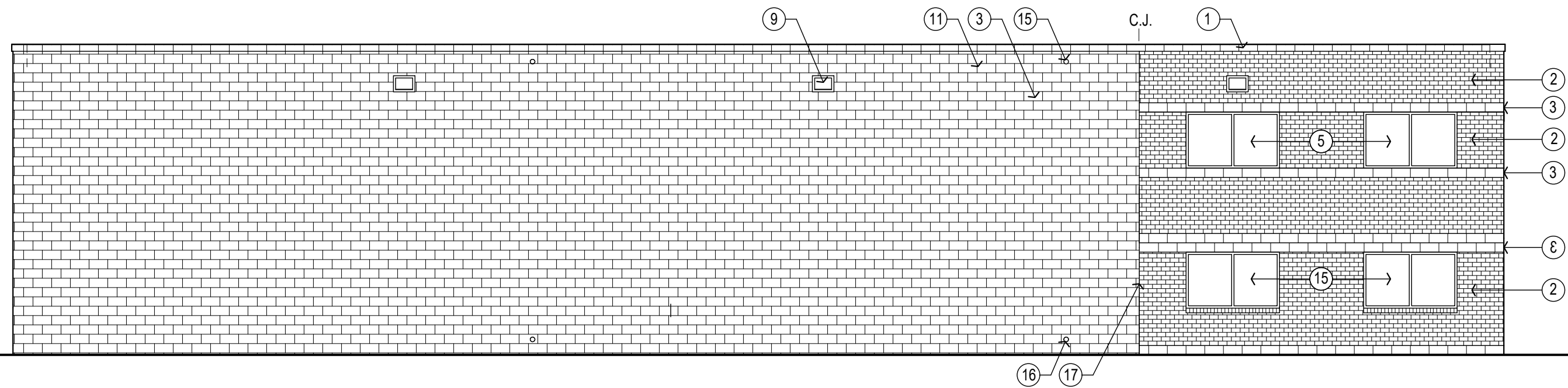
Actual Brick & Block Material
Installed & Completed



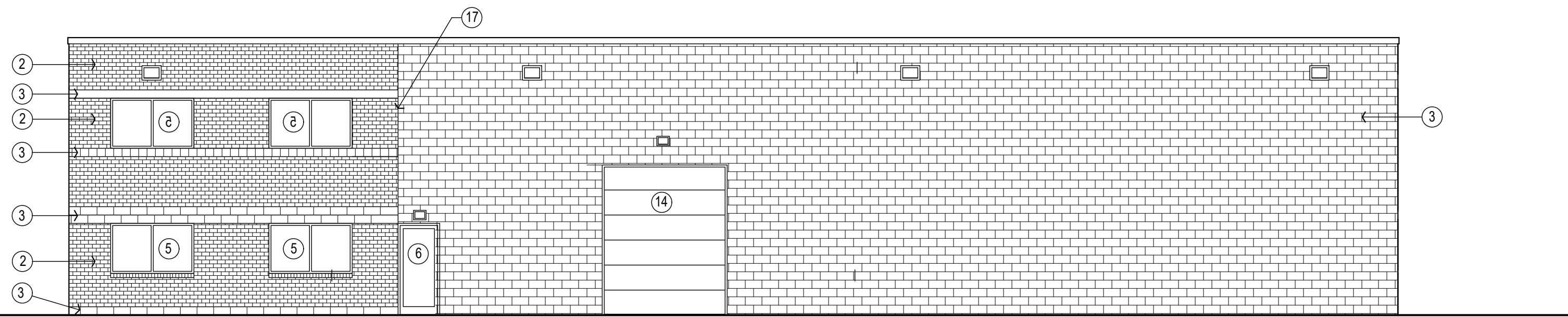
North Elevation
Scale: 1/8"=1'-0"



South Elevation
Scale: 1/8"=1'-0"



East Elevation
Scale: 1/8"=1'-0"



West Elevation
Scale: 1/8"=1'-0"

Elevation Key Notes:

- 1) PREFINISHED ALUMINUM COPING
- 2) BRICK VENEER (REFER TO EXAMPLE THIS SHEET)
- 3) SPLIT FACE BLOCK (REFER TO EXAMPLE THIS SHEET)
- 4) 14'-0" x 16'-0" METAL OVERHEAD DOOR
- 5) 4'-0" x 6'-8" ALUMINUM WINDOW
- 6) ALUMINUM STOREFRONT DOOR
- 7) PREFINISHED ALUMINUM FASCIA
- 8) STANDING SEAM METAL ROOF
- 9) EXTERIOR LIGHT FIXTURE
- 10) ALUMINUM CLAD SIDING
- 11) LINE OF ROOF BEYOND
- 12) SPLIT FACE BLOCK (REFER TO EXAMPLE THIS SHEET)
- 13) 3'-0" x 7'-0" METAL DOOR
- 14) 10'-0" x 12'-0" METAL OVERHEAD DOOR
- 15) 4" DIAM PVC SUMP OVERFLOW
- 16) 4" DIAM PVC SUMP OVERFLOW

THREE WALL PACKS IN ONE
Our C-Lite Traditional-Style LED Wall Pack delivers up to 14,400 lumens. Select between four different wattages on each model and also choose your desired color temp (3000K, 4000K, or 5000K). Each model is shipped with the default setting at the highest wattage and at 4000K. Integrated battery backup option available.

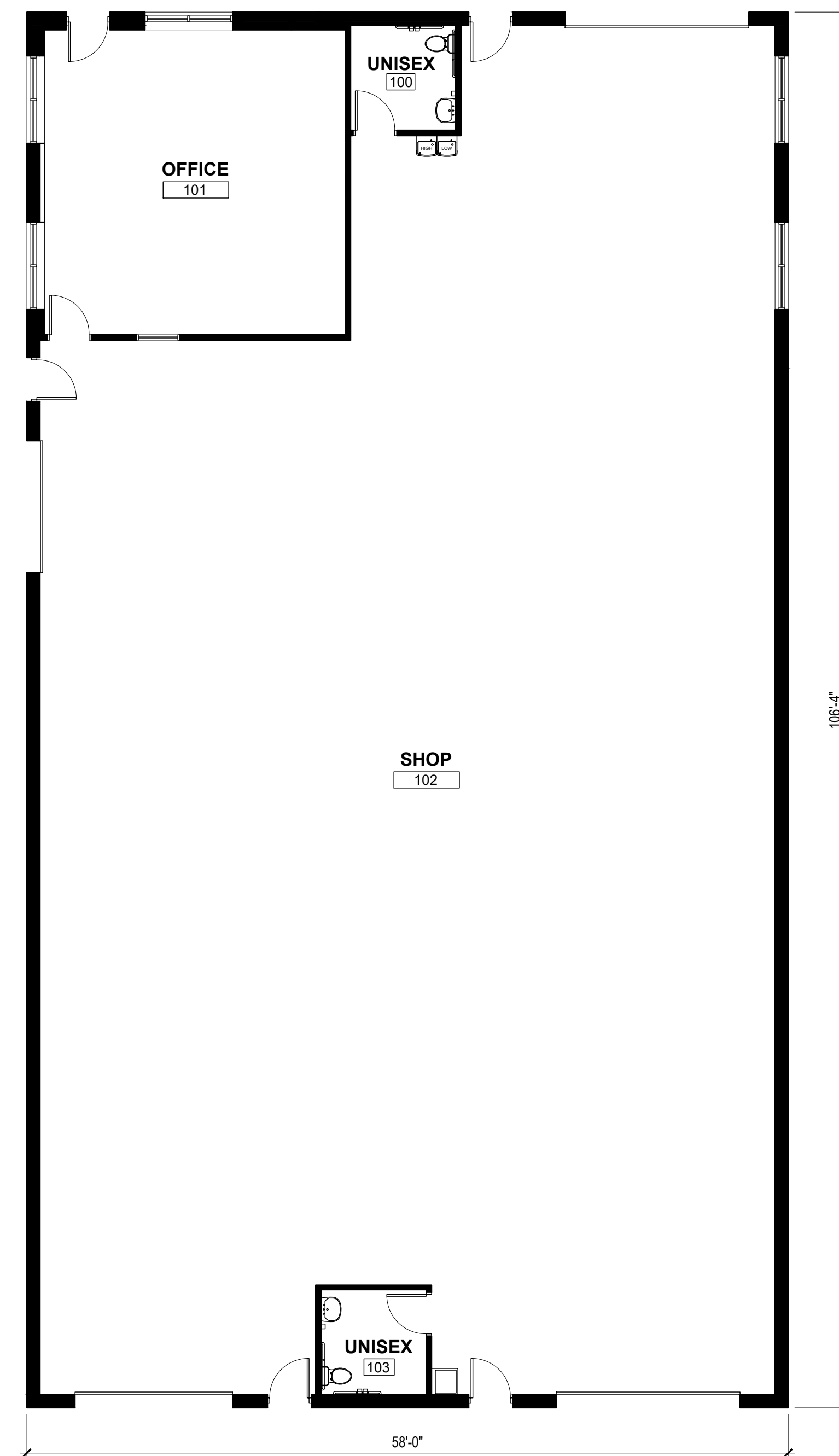


PRODUCT SPECIFICATIONS

OVERVIEW

- Max. Delivered Lumens: Up to 6500 Lumens (\$61), Up to 10,200 Lumens (\$101), Up to 14,400 Lumens (\$141)
- CRI: > 70
- SCCT-Selectable 3000K, 4000K or 5000K
- Input Power: Up to 46W (\$61), Up to 71W (\$101), Up to 100W (\$141)
- Estimated L70 Lifetime @ 25°C > 50,000 Hours
- Power Factor: > 0.9
- Total Harmonic Distortion: <20%
- Limited Warranty: 5-Year*
- Replaces: 150W PSMH (\$61), 250W PSMH (\$101), 400W MH (\$141)

Wall Pack Example
NOT TO SCALE



Floor Plan
Scale: 1/8"=1'-0"

Arista Design, Inc.
PO Box 531507, Livonia, MI 48153
Tel: 734-812-7450

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Issued:

Drawing Title:
**Floor Plan
Exterior Elevations**

Drawing Scale: As Shown

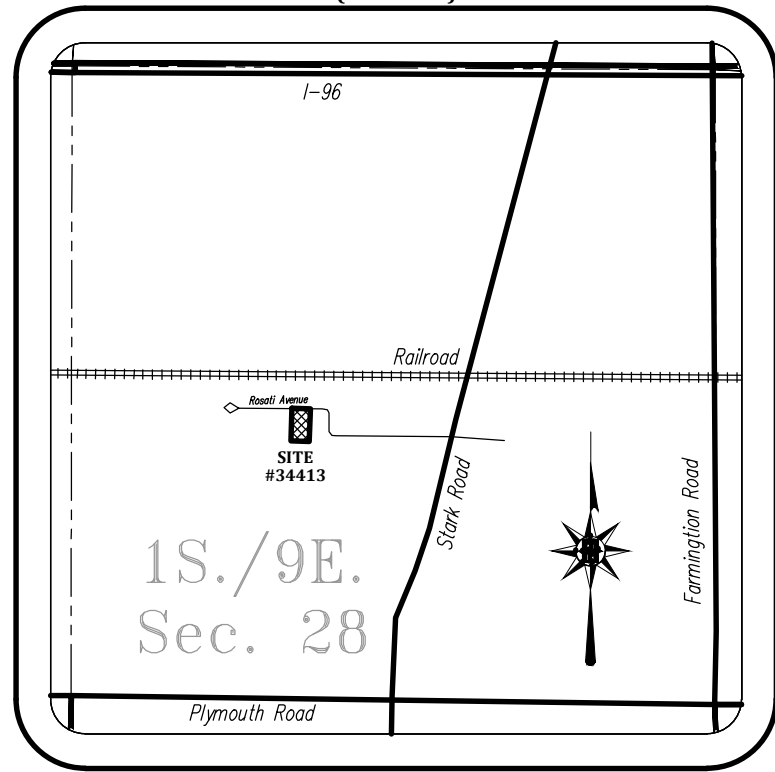
Date: 11/15/2021

Project Number:

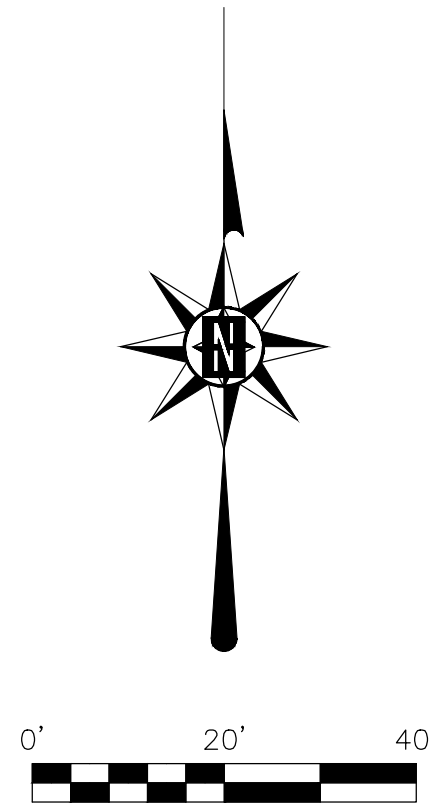
Sheet #:

DA-1.0

SITE LOCATION MAP
(NO SCALE)



BOUNDARY AND TOPOGRAPHIC SURVEY
34413 Rosati Avenue



LEGEND

- FOUND MONUMENTATION
- SET MONUMENTATION
- SECTION CORNER
- RECORD MEAS.
- FIELD MEAS.
- PROXIMATE DIST.
- CALCULATED DIST.
- PROPERTY LINE
- SECTION LINE
- EASEMENT LINE
- PARCEL LINE
- PLATTED LINE
- FENCE LINE
- STORM SEWER
- SANITARY SEWER
- WATER LINE/MAIN
- GAS LINE/MAIN
- OVERHANG LINE
- BURIED CABLE
- BURIED ELEC.
- GAS METER
- GAS SHUT OFF
- GAS MARKER/FLAG
- WATER MANHOLE
- HYDRANT
- WATER SHUT OFF
- WATER METER
- WATER WELL
- WATER MARKER/FLAG
- STORM MANHOLE
- STORM BASIN
- STORM BEEHIVE BASIN
- STORM OUTLET
- SAN. MANHOLE
- SAN. CLEANOUT
- SAN. MARKER/FLAG
- COMM. MANHOLE
- COMM. PEDESTAL
- COMM. MARKER
- LIGHT POLE
- UTILITY POLE
- ELECTRIC MANHOLE
- POWER TRANSFORMER
- ELEC. MARKER/FLAG
- ELEC. METER
- GRND. WTR. MON. WELL
- SION
- AIR CONDITIONING UNIT
- FOUND CONC. MON.
- FOUND CAPPED IRON
- BACK OF CURB
- TOP OF CURB
- CURB GUTTER
- HIGH POINT
- LOW POINT
- FINISHED GRADE
- FINISHED FLOOR
- MATCH EX. GRADE
- AS-BUILT MEAS.
- POINT OF CURVE
- POINT OF REV. CURVE
- POINT OF COMP. CURVE
- RIGHT OF WAY
- POINT OF BEGIN.
- POINT OF COMMENCE
- EX. SPOT ELEVATION
- PROPOSED ELEVATION
- DECIDUOUS TREE
- EVERGREEN TREE

BENCHMARK:

THE NORTH RIM OF A
SANITARY MANHOLE LOCATED
11.6 FEET EAST AND 6.0 FEET
SOUTH OF THE NORTHWEST
PROPERTY CORNER.

ELEVATION = 661.42 NAVD88

ZONING REQUIREMENTS

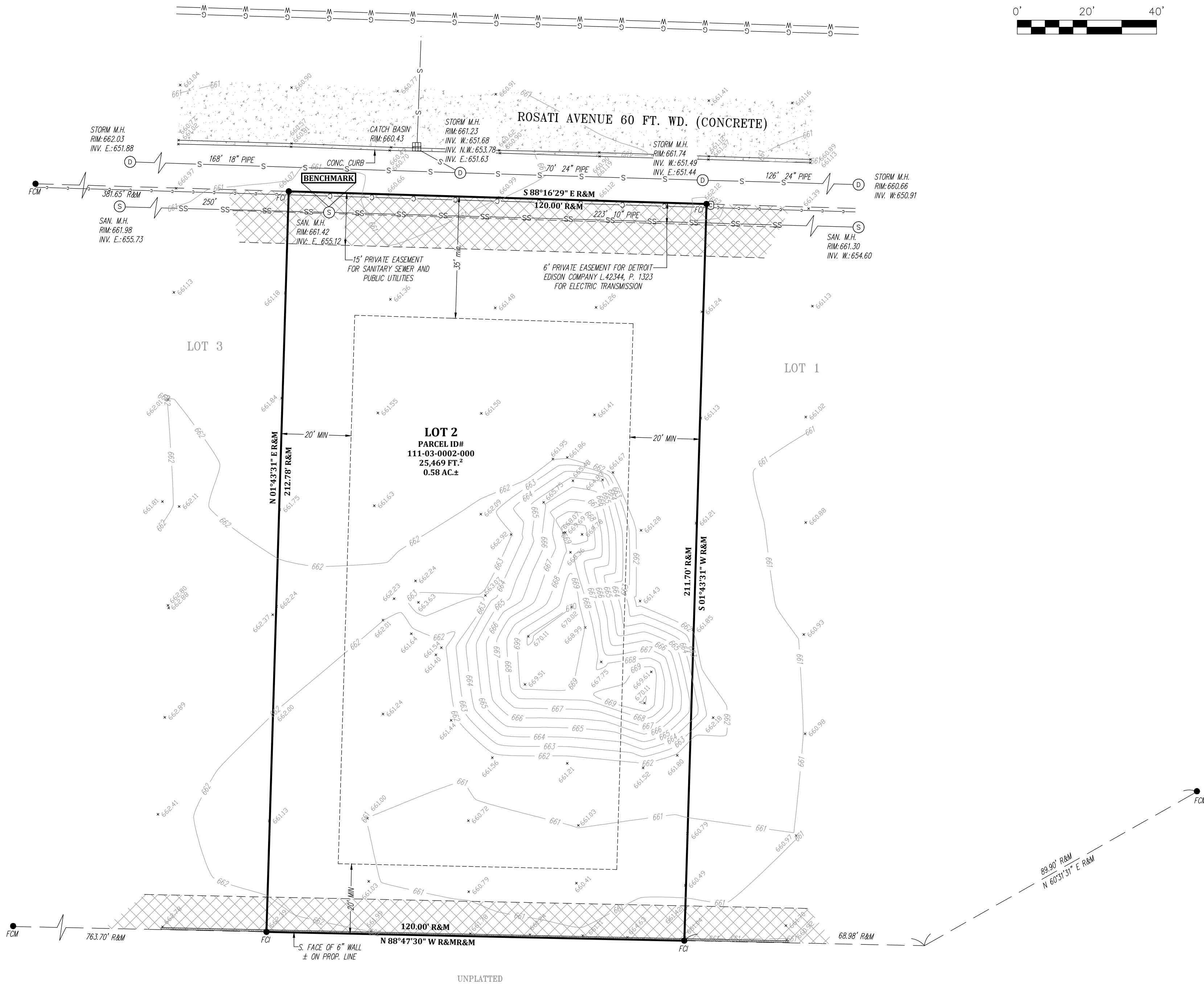
M-1 LIGHT MANUFACTURING

- LOT - MIN. AREA: N/A
- MIN. WIDTH: N/A
- COVERAGE - MAX. BLD.: N/A
- MAX. IMP.: N/A
- SETBACKS - FRONT YARD: 35 FT.
- REAR YARD: 20 FT.
- SIDE YARD: 20 FT.
- SIDE TOTAL: 20 FT.
- HEIGHT - MAX. BLD.: 50 FT.
- EXISTING CONDITIONS
- LOT - AREA: 25,469 FT.²
- WIDTH: 120 FT.
- COVERAGE - BLD.: VACANT
- IMP.: VACANT

LEGAL DESCRIPTION

PARCEL ID# 111-03-0002-000

LOT 2, OF "ROSATI INDUSTRIAL PARK", A SUBDIVISION OF
PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF SECTION
28, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE
COUNTY, MICHIGAN, AS RECORDED IN LIBER 122 OF PLATS ON
PAGES 63-66 OF WAYNE COUNTY RECORDS, CONTAINING 0.58
ACRES OF LAND MORE OR LESS, SUBJECT TO ANY AND ALL
EASEMENTS OR RIGHT OF WAYS OF RECORD IF ANY.



Boundary & Topographic Survey

LOT 2, OF "ROSATI INDUSTRIAL PARK", BEING PART OF THE S.E. 1/4 AND
S.W. 1/4 OF SEC. 28, T.1S., R.9E., CITY OF LIVONIA, WAYNE CO., MICH.



SECTION: S.E. 1/4 Sec. 28 DATE: 08/04/21
TWP./RGE.: 1S./9E. PROJ. #: 021-111
CITY/TWP: Livonia DWG. BY: VP/JCP
COUNTY: Wayne 1 INCH = 20 FEET

CLIENT:
Arista Design, Inc. - Bill Moustakas
P.O. Box 531807
Livonia, MI 48153
PAGE # 1 OF 1

I, Michael J. Nowry, a Professional Surveyor in the State of Michigan do hereby
Certify that the parcel of land described and delineated herein has been surveyed
under my supervision, that the plat herein is a true representation of the survey as
performed, that the error of closure is no greater than 1 in 5000 and that I have
fully complied with the requirements of Section 3, Public Act 132 of 1970.

Michael J. Nowry Professional Surveyor # 52472

CORRESPONDENCE

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCİK, 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

November 30, 2021

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2021-11-02-24 – #34413 Rosati Avenue

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 subject parcel is assigned the address of **#34413 Rosati Avenue**.

The existing parcel currently has access to public water main, sanitary sewer and storm sewer within the Rosati Avenue right-of-way. The developer will need to meet current Engineering requirements for the proposed project, including storm water detention per the latest version of the Wayne County Storm Water Ordinance.

It should be noted that the parcel is within an area being investigated for soil and groundwater contamination. As a result, the developer may be required to provide special provisions under the slab of the new structure to protect against vapor intrusion or groundwater interface. Final requirements will not be known until the investigation has been completed, but until that time the developer may want to contact the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for more details.

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,

A handwritten signature in blue ink, appearing to read "David W. Lear".

David W. Lear, P.E.
Assistant City Engineer

cc: 2021 Petition File

DEPARTMENT OF PUBLIC SAFETY
LIVONIA FIRE & RESCUE

DAVE HEAVENER
FIRE CHIEF



DENNIS K. WRIGHT
MAYOR

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

DATE: December 6th 2021

TO: Scott O. Miller, Planner IV

FROM: Livonia Fire Prevention Division

SUBJECT: Petition 2021-11-02-24, 34413 Rosati Ave, R & E Landscaping and Construction Inc.

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

We have no objections to this proposal with the following stipulations:

Owner must provide a "Knox Box" (fire dept key box) for fire department after-hour access to the building. Additionally, a key must be provided (in the "Knox Box") for access to all fenced in areas as well.

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



November 22, 2021

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

Petition 2021-11-02-24 - 34413 Rosati Avenue

Dear 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

Scott Szczepanski #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: January 3, 2022

To: Scott O. Miller

From: Jerome Hanna

RE: Petition 2021-11-02-24 – 34413 Rosati Avenue

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

This Department has no 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 BROSAN
MAYOR

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

November 22, 2021

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

Petition 2021-11-02-24 - 34413 Rosati Avenue

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.

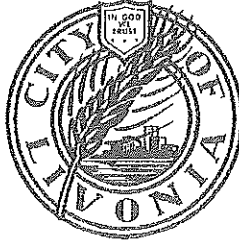
Very truly yours,


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

December 3, 2021

RECEIVED
DEC 03 2021
CITY OF LIVONIA
PLANNING COMMISSION

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

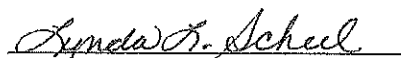
Re: Petition 2021-11-02-24

34413 Rosati Ave.
R & E Landscaping & Construction LLC

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 taxes are due, but not delinquent, 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 1,181st PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, January 11, 2022, the City Planning Commission of the City of Livonia held its 1,181st 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: Glen Long Peter Ventura Sam Caramagno
 Ian Wilshaw

Members absent: Carol Smiley, Betsy McCue, David Bongero

Mr. Scott Miller, Planner IV, 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 #3 PETITION 2021-11-02-24 R & E Landscaping

Mr. Caramagno, Secretary, announced the next item on the agenda, Petition 2021-11-02-24 submitted by R & E Landscaping and Construction, L.L.C. requesting waiver use approval pursuant to Section 6.58 of the Livonia Vision 21 Zoning Ordinance to construct and operate a special trade contractors' yard at 34413 Rosati Avenue, located on the west side of Stark Road just south of the CSX Railroad in the Southwest ¼ of Section 28.

UNAPPROVED MINUTES

2

- Mr. Wilshaw: Mr. Miller, there is no additional information...I believe other than the address, everything is the same.
- Mr. Miller: The only thing is that this is new construction, the previous building was existing. I can go into what is going to be constructed. It is similar to what is Lot 12. I can go through it if you want.
- Mr. Wilshaw: You are more than welcome to. I think the only thing that is important to note on this one is the fact that if this is location for the special trade yard, that there would be landscape requirements as well because of the adjacency to the residential.
- Mr. Miller: Correct.
- Mr. Wilshaw: Yeah, go ahead and let us hear.
- Mr. Miller: This property is surrounded by industrial to the east, west, and north. To the south, as mentioned, is residential, which is zoned RUF. The plan shows that he would construct a 6,167 square foot building. It would be located towards the front of the site. One of the problems is the front yard setback for M-1 zoning is 50 feet. The building is only about 35 feet in the front yard setback, so therefore he would have to get a variance from the Zoning Board of Appeals. The floorplan shows a general open floorplan with a shop area, an office, and unisex bathrooms. Required parking for this type of facility is 12 parking spaces. Shown are 12 along the west property line. One of the conditions of a special trade contractors' yard is that the site has to be enclosed by a fence. He is proposing to enclose the parking area and the area behind the building with six-foot high chain-link fence. The building materials are similar to the other buildings on Rosati, it is going to be constructed of brick and split-face block. The front elevation and front half of the side elevation would be brick and the remaining portions of the building would be the split-face block. Another condition is that if it abuts residential, and this property does to the south, is that he has to incorporate a 20-foot-wide greenbelt between the residential properties and he is showing that. That area has to be planted with two rows of appropriate trees. He is showing two rows of trees, so it is conforming to the ordinance. Also, the front yard has to be landscaped. He is showing trees in the front yard. Along the east property line he has a greenbelt that would have trees in it. For lighting, he is showing along the top

of the building LED light packs. There would be no light poles in the parking lot. That is the extent of the plan.

Mr. Wilshaw: Okay, Mr. Miller. Correspondence is reasonable similar?

Mr. Miller: Yes. The Treasurer's office has no objections. The Finance Department has no objections. The Inspection Department has no objections. The Police Department has no objections. The Fire Department is the same thing of no objections, but they would like a Knox Box to access the building and a key must be for the access fence. The Engineering Department same thing. No objections and that the stie has access to public water mains and sanitary sewer. The stormwater sewer within the Rosati Ave right-of-way, the developer would need to meet current Engineering requirements for the proposed project, including storm water detention per the latest version of the Wayne County Storm Water Ordinance. That is the extent of the correspondence.

Mr. Wilshaw: Thank you, Mr. Miller. Any questions or comments from any of our commissioners for our planning staff? If not, we will kind of resume where we left off with Mr. Emling. Here we are on the site that you would like to put your contractor yard. I think we have pretty much heard your reasoning for that. Is there any other questions from any of our commissioners, specific to this site?

Mr. Caramagno: There was talk earlier about a temporary easement to allow you to store your materials outside while the construction of the building takes place. Why cannot that be used for this property?

Mr. Emling: I am not sure if I understand it correctly. There is a temporary easement granted for the heavy equipment. For the high lifts, the pallets of block, and stuff that can sit outside that no one is going to walk up and pick it up and put it in their truck and drive off while no one is around. As you noticed, this area is barely developed, and it is left alone majority of the time. The stuff that we are talking about is stuff that can be picked up and carried away, piping and fence gates that are already made and ready for dumpster enclosures, pipe that we buy in bulk that is sitting on pallets nice and orderly, they aren't laying all over all crisscrossed all over the yard or leaning on the building or nothing. These are items that can be...somebody that had any knowledge or desire could come up and get access to them and that is our fear. We have all of our smaller stuff and light-duty stuff in the buildings. Like I said, ceiling tiles, toilets that we buy

in bulk, and different things that we buy for different builds that we keep in the building, and I hope that kind of clears up your question, what are we doing with that area that we want to enclose or fence in. I run a business and I have for 33 years in the City of Livonia. We just want to protect, and nothing against the city or nothing, it is a real lonely street at night and on the weekends and I might get three cars go by there and that is because Mitten Automotive is test driving these cars going by on that street all day, so when it is left alone and as you know, when things are sitting idle like that creepers come around at night and just look for stuff to take. We just want to protect what is ours and I am not asking for...to leapfrog this waiver from building to building, we are going to stay put at this building because we like that spot of the whole development, so we want to stay there and start developing around that.

Mr. Caramagno: It seems that we have leap frogged over the last week from what you wanted to do and what you want to do now. There is some leap frogging going on from last weeks study session and from what I understand this wasn't an item until the Inspection Department came and seen you and said put your stuff away behind a fence, so until the Inspection Department came, this wasn't an issue of theft or outside storage. Is that right or did I miss hear that last week?

Mr. Emling: No, you misheard it. I took on everything you all said at the meeting into consideration. I went home and slept on it and said why am I going to do this, and I don't know which person made the point and highlighted this issue that once I get the waiver for Lot 12 and we don't know who is going to move in there next, I have a good idea of who is buying my property, but what is he going to store outside? Do I want to burden the city with that because that doesn't feel right to me? I am trying to do the right thing and I am asking for waivers. I can drive all over this town and see people without outdoor storage and no fences around them. I am not trying to be like that. Here I am trying to follow the rules and do the right thing and I am getting beat up for it, so I guess to answer your question is, no I am not leapfrogging and then changing my ideas. I took everything that the board said last week, and I said let's meet everyone halfway. Let's cancel Lot 12. Why put that... 'cause I don't know who is moving in and doing what to it once I get the waiver. I fight for the waiver and let someone reap the benefit. So, I am trying to back off of Lot 12 and focus my efforts on a building that I want to stay put in for the next six years. I know what we are going to store out there and I know we are backed

up against residents. There is a six-foot wall there that I just had all repaired because it has graffiti all over it and everything from years of people beating it up and abusing it and kicking walls through it and driving their SUV's through there. I am doing nothing but developing the neighborhood and making it better. If you go down there and you will see the whole block wall, 200 feet of it, just been repaired. I did it. To update the development and the neighborhood. I am not asking for anything out of line, but to walk the legal line to give me a waiver to do some outdoor storage of small equipment.

Mr. Caramagno: What I heard last week was that you were going to stay in the building that backs up to the tracks and then that has changed since in a week's time. That's changed. So, when I say leapfrogging, I understand that things happen. Someone wants to buy that building now, so that deal is off the table, and now you are going to build a building across the street backing up to the residential property and you want to keep your building materials there. I understand. Until when? Until someone wants to buy that building?

Mr. Emling: No. That has been my goal to build over there. I don't want to be against the tracks. I don't like the noise; I don't like the vibration. I don't like anything at all about being backed up to tracks. I don't particularly need a building that backs up to the tracks which is more desirable to a contractor with a small business like ours where they can do and do more things outside. Work a little later in their yard without interrupting the neighbors or...it is more desirable to be backed up against the tracks there. I don't need that. I had an opportunity to sell it and we have a deal on the table. Nothing is 100% yet, but yeah.

Mr. Caramagno: Okay, thank you.

Mr. Wilshaw: Alright, any other questions for our petitioner? Mr. Emling, I just want to clarify. This is something that Mr. Caramagno just asked, and I am not sure if I heard the answer clearly, but you are looking to build out this particular lot and get the ability to store your materials in the fenced in yard and I understand why. Are you looking to stay and keep ownership of this building during the construction of the rest of the development?

Mr. Emling: Yes.

Mr. Wilshaw: So, this is going to be your homebase?

- Mr. Emling: Yes, this is where I want to keep my building. This one is just a little bit bigger so that it is up against residential, and we have the block wall there instead of the noise of the tracks and I don't need...like I said we are looking to put this one in for our home base for the next six years. We will develop around it.
- Mr. Wilshaw: Once you are done, then you would put it on the market and sell it?
- Mr. Emling: At that point, or at least a minimum of six years. I am going to 66 and that's it. God willing.
- Mr. Wilshaw: I understand. Alright, good. Thank you. Any other questions from any of our other commissioners? If not, there is no one else in our audience wishing to speak for or against this item, which I failed to mention at the last petition as well. If there is no other questions for our petitioner, then a motion would be in order.

On a motion by Long, seconded by Ventura, and unanimously adopted, it was

#01-02-2022 **RESOLVED**, That pursuant to a Public Hearing having been held by the City Planning Commission on January 11, 2022, on Petition 2021-11-02-24 submitted by R & E Landscaping and Construction, L.L.C. requesting waiver use approval pursuant to Section 6.58 of the Livonia Vision 21 Zoning Ordinance to construct and operate a special trade contractors' yard at 34413 Rosati Avenue, located on the west side of Stark Road just south of the CSX Railroad in the Southwest ¼ of Section 28, the Planning Commission does hereby recommend to the City Council that Petition 2021-11-02-24 be approved subject to the following conditions:

1. That the architectural site plan identified as Sheet No. DA-1.0 dated November 15, 2021, prepared by Arista Design, Inc., is hereby approved and shall be adhered to.
2. Subject to a determination by the Inspection Department, the petitioner may be required to obtain a variance from the Zoning Board of Appeals for deficient building front yard setback and any conditions related thereto.
3. 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.

4. That the landscape plan identified as Sheet No. L-1.0 dated December 16, 2021, as revised, prepared by Arista Design, Inc., is hereby approved and shall be adhered to.
5. That the proposed White Dogwood trees within the twenty foot (20') wide greenbelt along the rear property line shall be replaced with full-size evergreen type trees subject to the review and approval of the Planning Department.
6. That all disturbed lawn areas shall be sodded in lieu of hydro seeding,
7. That underground sprinklers are to be provided for all landscaped and sodded areas and all planted materials shall be installed to the satisfaction of the Inspection Department and thereafter permanently maintained in a healthy condition.
8. That the exterior elevations plan identified as Sheet No. DA-1.0 dated November 15, 2021, prepared by Arista Design, Inc., is hereby approved and shall be adhered to.
9. 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.
10. That all outside storage shall be restricted to the enclosed fenced-in area behind the building, as shown on the approved site plan. Storage within this area shall be limited to construction-related materials and no more than two (2) vehicles. Any changes in the location and extent of the outdoor storage yard shall first be approved by the Planning Commission.
11. That there shall be no outdoor storage of junk, tires, debris, hazardous chemicals, or disabled/inoperative equipment and vehicles anywhere on the premises.
12. That the owner must provide a "Knox Box" (fire dept key box) for fire department after-hour access to the building. Additionally, a key must be provided (in the "Knox Box") for access to all fenced in areas as well.

13. That any pole-mounted light fixtures shall not exceed twenty feet (20') in height and shall be aimed and shielded to minimize stray light trespassing across property lines and glaring into adjacent roadways.
14. That the trash dumpster area and enclosure gates shall be constructed in accordance with the Dumpster Enclosure Details, as shown on the approved site plan.
15. That only conforming signage is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
16. That 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,
17. 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, the Planning Commission recommends the approval of a Conditional Agreement limiting this waiver use to this user only, with the provision to extend this waiver use approval to a new user only upon approval of the new user by the City Council.

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.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF THE STUDY MEETING HELD JANUARY 31, 2022**

4

Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, Scott Bahr and President Jim Jolly. Absent: Vice President Laura Toy

4. REQUEST FOR AUTHORIZATION TO PURCHASE DELL VMWARE HOST SERVERS AND SWITCHES: Information Systems Department, re: for the City Hall Data Center, from budgeted funds.

Casey O'Neil, Information Services Director, presented the request to Council. He stated this is a replacement for some of the hardware used in the VMware server environment that are currently at the end of life.

Brandon McCullough offered an approving resolution for the Consent agenda.

DIRECTION: APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

4.

Information Systems
February 1, 2022

MEETING DATE

Study Meeting of
January 31, 2022

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE DELL VMWARE HOST SERVERS AND SWITCHES: Information Systems Department, re: for the City Hall Data Center, from budgeted funds.

BACKGROUND

The City utilizes a VMWare environment to house 30 virtual servers for its data and systems. The current pair of servers in this environment are at the end of life and due for replacement.

Dell and their reseller, People Driven Technology, have recommended replacement with two PowerEdge R640 Servers, along with replacing the fiber channel switches required for the city's storage area network. These replacements will keep our systems running smoothly and as fast as possible with current technology.

RECOMMENDATION

Approve the purchase of two Dell Powerededge 640 Servers and two Connectrix DS-6610B Switches for the City Hall Data Center for the amount of \$39,176.00 from People Driven Technology, 6300 Venture Hills Blvd SW, Byron Center, MI 49315.

FISCAL CONSIDERATION

People Driven Technology has provided a quote using MHEC state contract pricing in the amount of \$39,176.00. This price includes a 5-year warranty on the system as well as installation and support. No additional appropriation is necessary since funds are budgeted in the Information Systems Capital Outlay account for the 2022 fiscal year in Account Number 101-228-982-000.

ATTACHMENTS

1. Livonia-Dell PowerEdge R640 with fiber switches 12202021

APPROVED BY

Handwritten signature of Michael T. Slater in cursive script.

Date: December 28, 2021

Michael Slater, Finance Director

Handwritten signature of Maureen Miller Brosnan in cursive script.

Date: December 28, 2021

Maureen Miller Brosnan, Mayor

Jeff Seelenbinder
PEOPLE DRIVEN TECHNOLOGY INC
6300 VENTURE HILLS BLVD SW,BYRON CENTER
BYRON CENTER, MI-49315
Ph #: (248) 880-8442

Date: 12/20/2021

City of Livonia

Casey O'Neil
33000 Civic Center Drive
Livonia, MI 48374

Part Number	Description	Qty	Unit Net Price	Extended Net Price
	Pricing based on MHEC (Midwestern Higher Education Compact) Contract			
210-AKWU	PowerEdge R640 Server	2	14,309.00	28,618.00
329-BEIJ	PowerEdge R640 MLK Motherboard	2		
461-AADZ	No Trusted Platform Module	2		
321-BCQJ	2.5 Chassis with up to 8 Hard Drives and 3PCIe slots	2		
340-BKNE	PowerEdge R640 Shipping	2		
340-COPS	PowerEdge R640 x8 Drive Shipping Material	2		
389-DSVJ	PowerEdge R640 CCC and BIS Marking, No CE Marking	2		
338-BTSI	Intel Xeon Gold 6238 2.1G, 22C/44T, 10.4GT/s, 30.25M Cache, Turbo, HT (140W) DDR4-2933	2		
338-BTSI	Intel Xeon Gold 6238 2.1G, 22C/44T, 10.4GT/s, 30.25M Cache, Turbo, HT (140W) DDR4-2933	2		
379-BDCO	Additional Processor Selected	2		
370-ABWE	DIMM Blanks for System with 2 Processors	2		
412-AAIQ	Standard 1U Heatsink	2		
412-AAIQ	Standard 1U Heatsink	2		
370-AEVR	3200MT/s RDIMMs	2		
370-AAIP	Performance Optimized	2		
780-BCDN	RAID 1	2		
405-AAMS	PERC H740P RAID Controller, 8GB NV Cache, Mini card	2		
619-ABVR	No Operating System	2		
421-5736	No Media Required	2		
385-BBKT	iDRAC9,Enterprise	2		
379-BCQV	iDRAC Group Manager, Enabled	2		
379-BCSG	iDRAC,Legacy Password	2		
330-BBGN	Riser Config 2, 3x16 LP	2		
540-BBUK	Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE BASE-T, rNDC	2		
429-ABBF	No Internal Optical Drive for x4 and x8 HDD Chassis	2		
384-BBQJ	8 Standard Fans for R640	2		
450-AJSC	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	2		
325-BCHH	Standard Bezel	2		
350-BBJS	Dell EMC Luggage Tag	2		
350-BBKC	Quick Sync 2 (At-the-box mgmt)	2		
384-BBBL	Performance BIOS Settings	2		
800-BBDM	UEFI BIOS Boot Mode with GPT Partition	2		
770-BBBC	ReadyRails Sliding Rails Without Cable Management Arm	2		
631-AAACK	No Systems Documentation, No OpenManage DVD Kit	2		
332-1286	US Order	2		

Jeff Seelenbinder
PEOPLE DRIVEN TECHNOLOGY INC
6300 VENTURE HILLS BLVD SW,BYRON CENTER
BYRON CENTER, MI-49315
Ph #: (248) 880-8442

Date: 12/20/2021

City of Livonia

Casey O'Neil
33000 Civic Center Drive
Livonia, MI 48374

Part Number	Description	Qty	Unit Net Price	Extended Net Price
813-9255	Dell Hardware Limited Warranty Plus On-Site Service	2		
813-9259	ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	2		
813-9260	ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Years Extended	2		
813-9268	ProSupport Mission Critical: 7x24 HW / SW Technical Support and Assistance, 5 Years	2		
975-3462	Dell Limited Hardware Warranty Plus Service, Extended Year(s)	2		
989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	2		
804-6750	ProDeploy Plus Dell Server R Series 1U/2U - Deployment	2		
804-6751	ProDeploy Plus Dell Server R Series 1U/2U - Deployment Verification	2		
812-4005	ProDeploy Plus Training 300	2		
370-AEVD	32GB RDIMM, 3200MT/s, Dual Rank 8Gb BASE x4	24		
400-AZUT	480GB SSD SATA Mix Use 6Gbps 512 2.5in Hot-plug AG Drive, 3 DWPD,	4		
406-BBMO	Emulex LPE 35002 Dual Port 32 Gb Fibre Channel HBA, PCIe Low Profile	2		
492-BBDI	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	4		
210-AZEW	Connectrix DS-6610B 8P/24P Switch w/rear-to-front airflow (includes 8x16Gb SFPs and rack mount kit)	2	5,279.00	10,558.00
332-1286	US Order	2		
379-BDPD	ISG Product (info)	2		
812-4005	ProDeploy Plus Training 300	2		
825-3435	ProDeploy Plus Connectrix Fibre Channel Switch Deployment (up to 4 new hosts)	2		
825-3436	ProDeploy Plus Connectrix Fibre Channel Switch Deployment Verification (up to 4 new hosts)	2		
863-8027	6610RB8 Dell Hardware Limited Warranty	2		
863-8036	6610RB8 ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 1 Year	2		
863-8039	6610RB8 ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 4 Years Extended	2		
863-8045	6610RB8 ProSupport Mission Critical 7x24 Technical Support and Assistance 5 Years	2		
975-3461	Dell Limited Hardware Warranty Extended Year(s)	2		
989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	2		
450-AKQQ	QTY 2 Connectrix C13 Power Cord NEMA5-15P plugs 2Meter	2		



Quote 12202021-1

Jeff Seelenbinder
PEOPLE DRIVEN TECHNOLOGY INC
6300 VENTURE HILLS BLVD SW,BYRON CENTER
BYRON CENTER, MI-49315
Ph #: (248) 880-8442

Date: 12/20/2021

City of Livonia

Casey O'Neil
33000 Civic Center Drive
Livonia, MI 48374

Part Number	Description	Qty	Unit Net Price	Extended Net Price
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Product Total 39,176.00

Total Price: 39,176.00

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF THE STUDY MEETING HELD JANUARY 31, 2022**

5

Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, Scott Bahr and President Jim Jolly. Absent: Vice President Laura Toy

6. REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE FROM SOLE SOURCE PROVIDER: Livonia Fire Department, re: for two (2) Zoll Cardiac Monitors to replace outdated or decertified equipment which are a critical piece of life saving equipment, from budgeted funds.

Dave Heavener, Fire Chief, presented the request to Council. He explained the monitors will go on frontline equipment. Both current units are in the excess of twenty (20) years old and beyond life expectancy.

Kathleen McIntyre offered an approving resolution for the Consent agenda. She explained the reason for not using a sealed bid process. They have to use the sole source provider. since there aren't any other options for purchasing it.

DIRECTION: APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

6.

Fire
February 1, 2022

MEETING DATE

Study Meeting of
January 31, 2022

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE FROM SOLE SOURCE PROVIDER: Livonia Fire Department, re: for two (2) Zoll Cardiac Monitors to replace outdated or decertified equipment which are a critical piece of life saving equipment, from budgeted funds.

BACKGROUND

It is respectfully requested that the City Council approve the purchase of two (2) Zoll Cardiac Monitors from ZOLL Medical Corporation, 269 Mill Road, South Chelmsford, MA 01824, a sole source vendor in the amount of \$67,068.98. These new monitors will replace outdated or decertified equipment, and are a critical piece of life saving equipment utilized on a daily basis.

RECOMMENDATION

It is the recommendation of the Fire Department that Council proceed as follows:

1. Waive the formal bidding process in accordance with Section 3.04.140.D.4 of the Livonia Code of Ordinances, as amended, since no advantage to the city would result from competitive bidding on this specialized type of equipment.
2. Authorize purchase from Zoll Medical Corp in the amount of \$67,068.98 from funds already budgeted in account 101-338-979-000 (Capital Outlay-Fire Equipment).

FISCAL CONSIDERATION

Funding is available in Account No. 101-338-979-000.

ATTACHMENTS

1. Zoll, Quote 12434

APPROVED BY



Date: January 13, 2022

David Heavener, Fire Chief



Date: January 15, 2022

Michael Slater, Finance Director



Date: January 17, 2022

Maureen Miller Brosnan, Mayor

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Quote No: Q-12434

Livonia Fire and Rescue
14910 Farmington Road
Livonia, MI 48154

ZOLL Customer No: 7001

Mike Rusnak
(734) 673-4070
mrusnak@lfdmail.com

Quote No: Q-12434

Version: 3

Issued Date: December 16, 2021
Expiration Date: December 27, 2021

Terms: NET 30 DAYS

FOB: Shipping Point
Freight: Free Freight

Prepared by: James Callahan
EMS Territory Manager
jcallahan@zoll.com
+1 9172923822

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	949804	601-2221011-01	X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, EtCO2, CPR Expansion Pack Includes: 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Carry case, Operator Manual, Quick Reference Guide, and One (1)-year EMS warranty. Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo Pulse Oximetry with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •	2	\$38,393.25	\$30,565.50	\$61,131.00
2	949804	8900-0400	CPR Stat-padz HVP Multi-Function CPR Electrodes - 8 pair/case	1	\$605.64	\$482.16	\$482.16
3	949804	8900-000219-01	OneStep Pediatric CPR Electrode (1 pair)	2	\$94.64	\$75.34	\$150.68

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Livonia Fire and Rescue
Quote No: Q-12434

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
4	949804	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	2	\$157.50	\$133.87	\$267.74
5	949804	8000-0330	SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single Use and Reusable Sensors (4 ft)	2	\$303.85	\$221.25	\$442.50
6	949804	8000-0294	SpO2 LNCS Adult Reusable Sensor (1 each)	2	\$303.85	\$221.25	\$442.50
7	949804	8000-0295	SpO2 LNCS Pediatric Reusable Sensor (1 each)	2	\$360.50	\$262.50	\$525.00
8	949804	8000-0580-01	Six hour rechargeable Smart battery	2	\$519.75	\$421.00	\$842.00
9	949804	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries	2	\$1,022.02	\$704.50	\$1,409.00
10	949804	8000-000875-01	Paper, Thermal, BPA Free (Box of 6)	2	\$24.72	\$19.66	\$39.32
11	949804	8300-000676	OneStep Cable, X Series	2	\$459.64	\$348.07	\$696.14
12	949804	8009-0020	CPR-D-padz and CPR Stat Padz Connector for R Series	2	\$405.56	\$279.56	\$559.12
13	949804	8000-002005-01	Cable Sleeve, Propaq / X Series, ZOLL Blue	2	\$52.45	\$40.91	\$81.82

Subtotal: \$67,068.98

Total: \$67,068.98

Contract Reference	Description
949804	Reflects GPO Npp 2020 - Contract No. PS20200 contract pricing.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made 60-90 days after receipt of accepted purchase order.
2. Applicable tax, shipping & handling will be added at the time of invoicing.
3. All purchase orders are subject to credit approval before being accepted by ZOLL.
4. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Livonia Fire and Rescue
Quote No: Q-12434

5. All discounts from list price are contingent upon payment within the agreed upon terms.
6. Place your future accessory orders online by visiting www.zollwebstore.com.

Order Information (to be completed by the customer)

☐ Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

☐ Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

☐ Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

☐ No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Livonia Fire and Rescue

Authorized Signature:

Name: _____

Title: _____

Date: _____

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF THE STUDY MEETING HELD JANUARY 31, 2022**

6

Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, Scott Bahr and President Jim Jolly. Absent: Vice President Laura Toy

7. REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) 2022 LIFE LINE TYPE-1 SUPERLINER AMBULANCE: Livonia Fire Department, re: replace current frontline vehicle as part of our vehicle replacement program, from budgeted funds.

Dave Heavener, Fire Chief, presented the request to Council. He stated this would be consistent with purchases they have made over the last couple of years as part of their ongoing replacement program. This vehicle would go to Station 1, to replace Squad 1 and trickle to a reserve status and ultimately replace a reserve vehicle thorough auction or direct sale.

Rob Donovic offered an approving resolution for the Consent agenda.

DIRECTION: APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

7.

Fire
February 1, 2022

MEETING DATE

Study Meeting of
January 31, 2022

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) 2022 LIFE LINE TYPE-1 SUPERLINER AMBULANCE: Livonia Fire Department, re: replace current frontline vehicle as part of our vehicle replacement program, from budgeted funds.

BACKGROUND

It is respectfully requested that City Council approve the purchase of one (1) 2022 Life Line Type-1 Superliner Ambulance on a 2022 Ford F-450 XLT Chassis from R & R Fire Truck, 751 Doheny Drive, Northville, MI (Representative of Life Line Emergency Vehicles, 1 Lifeline Drive, P.O. Box 299, Sumner, IA 50674) for a net cost of \$248,895.00 as follows:

Vehicle Cost	\$252,995
Less: Ford GPC Rebate	<u>(4,100)</u>
Net Vehicle Cost	\$248,895

This vehicle would be provided through the Houston Galveston Area Council (HGAC-Buy) cooperative purchasing consortium previously approved by City Council (#61-17) at its Regular Meeting on 2/27/17.

This new ambulance will replace our current frontline Squad 1 which is a 2017 model year with 50,000 miles on it, and is part of our vehicle replacement program through budgeted capital outlay funds. That vehicle will be downgraded to a Reserve Squad status. As part of this purchase we may opt to trade in a 2006 Freightliner ambulance that is no longer in proper working order for emergency response. The trade in value would be consistent with what we have previously recovered utilizing auction disposal options. It is anticipated that due to supply chain issues, this vehicle will most likely not be received and placed into service until 2023.

RECOMMENDATION

It is the recommendation of the Fire Department that Council proceed as follows:

1. Waive the formal bidding process in accordance with Section 3.04.140.D.4 of the Livonia Code of Ordinances, as amended, since the purchase is being made through the HGAC-Buy

cooperative purchasing consortium.

1. Authorize purchase from R & R Fire Truck (Life Line Emergency Vehicles) in the amount of \$248,895.00 from funds already budgeted in account 101.338.985.000 (Capital Outlay-Vehicles).

FISCAL CONSIDERATION

Funding is budgeted for and available in Account No. 101-338-985-000.

ATTACHMENTS

1. 2022 Life Line Type-1 Ambulance Quote, 1-17-22

APPROVED BY



Date: January 18, 2022

David Heavener, Fire Chief



Date: January 19, 2022

Michael Slater, Finance Director



Date: January 20, 2022

Maureen Miller Brosnan, Mayor



Service and repairs on all makes and models

David Heavener
Fire Chief
Livonia Fire Dept.
14910 Farmington Road
Livonia, MI 48154

January 17, 2022

Dear Chief Heavener,

The following quote is offered for your consideration regarding one [1] 2022 Life Line Type-I Ambulance.

This quote is based on the HGAC Contract AM10-20 [NA02], with Liquid Spring Rear Suspension Installed. This quote also contains the required HGAC Contract Fee, Published Options Requested, and Un-Published Options required to complete the delivery. The Chassis will be a 2022 Ford F-450 XLT 4x4, specially ordered Vermillion Red.

R&R Fire Truck Repair Inc. is the Michigan Dealer for Life Line Emergency Vehicles (LLEV), Sumner, IA. LLEV has been in business building custom high-end Ambulances for the past 36-years.

One (1) 2022 Life Line Type-I Superliner, 171"x 96" with 74" Headroom, on a 2022 Ford F-450 XLT 4x4 Chassis, with Liquid Spring Rear Suspension.

Two Hundred Forty Eight Thousand, Eight Hundred Ninety Five Dollars no/100

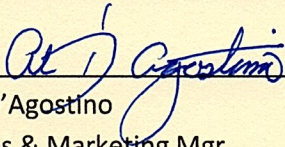
\$248,895.00

Note: The available Ford GPC Rebate on the 2022 Chassis is: **-\$4,100.00** which has been deducted from the total listed above.

Delivery is running approximately 250-300-Calendar Days after receipt of the Chassis from Olathe Ford [KS], with a "signed off" Work Order, and CAD Drawings.

Thank You for your business, we look forward to providing another state-of-the-art-Ambulance for the City of Livonia.

Feel free to contact me with any questions you may have at 248-697-8002



Al D'Agostino
Sales & Marketing Mgr.
R&R Fire Truck Repair Inc.
al@rrfiretruck.com



Proposal Accepted on behalf of the City of Livonia by:

Signed By Title Date

Printed Name

NOTE:

Issue the Purchase Order to:

Life Line Emergency Vehicles
1 Life Line Drive
P.O. Box 299
Sumner, IA 50674

Please include the following information on the P.O.

HGAC Contract# AM10-20
NA02: Life Line Type-I Superliner 171" Body, Ford F-450 XLT 4x4

PURCHASE ORDER FORM

Life Line Emergency Vehicles

YOUR COMPANY NAME / LOGO

1 Lifeline Drive

STREET ADDRESS

Sumner, IA. 50674

CITY, STATE and ZIP CODE

PO #:

Life Line to Ford

FORD DEALER CODE:

F53116 - OLATHE FORD

OLATHE FORD ORDER #:

Life Line has.

BODY CODE:

Life Line has.

QUANTITY:

One [1]

FIN CODE:

QA 141

REQUIRED

END USER:

City of Livonia,

REQUIRED

REGISTERING NAME

13405 Surrey Street

REQUIRED

STREET ADDRESS

Livonia, MI 48150

REQUIRED

CITY, STATE and ZIP CODE

REQUIRED

END USER SIGNATURE

CUSTOMER

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF THE STUDY MEETING HELD JANUARY 31, 2022**

7

Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, Scott Bahr and President Jim Jolly. Absent: Vice President Laura Toy

8. REQUEST FOR AUTHORIZATION TO PURCHASE THREE (3) 2022 FORD F150 RESPONDER SUPER CREW 4X4 PICKUP TRUCKS: Livonia Fire Department, re: replace current frontline vehicles and will add versatility and safety to the fleet, while enhancing response capabilities, from budgeted funds.

Dave Heavener, Fire Chief, presented the request to Council. He stated that the process was started a couple of years ago, transitioning to pick up trucks for the Inspector and Administrative staff for a clean-cab concept to keep equipment out of the passenger cab of the vehicle. They can also pull trailers when needed to give a safer working capacity and more versatility.

Scott Morgan offered an approving resolution for the Consent agenda.

DIRECTION: APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

8.

Fire
February 1, 2022

MEETING DATE

Study Meeting of
January 31, 2022

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE THREE (3) 2022 FORD F150 RESPONDER SUPER CREW 4X4 PICKUP TRUCKS: Livonia Fire Department, re: replace current frontline vehicles and will add versatility and safety to the fleet, while enhancing response capabilities, from budgeted funds.

BACKGROUND

It is respectfully requested that City Council approve the purchase of three (3) 2022 Ford F150 Responder Super Crew 4X4 Pickup trucks for \$121,230.00 from Signature Ford, 1960 E Main St Owosso, MI.

These vehicles would be provided through the 2022 Vehicle State of Michigan Contract #071B7700180 and Macomb County Contract #21-18 Bid.

The new trucks will replace current frontline vehicles and will add versatility and safety to the fleet, while enhancing response capabilities. The vehicles will be purchased through budgeted capital outlay funds. The replaced vehicles will be disposed of utilizing standard auction options.

RECOMMENDATION

It is the recommendation of the Fire Department that Council proceed as follows:

1. Waive the formal bidding process in accordance with Section 3.04.140.D.4 of the Livonia Code of Ordinances, as amended, since the purchase is being made through the 2022 Vehicle State of Michigan Contract #071B7700180 and Macomb County Contract #21-18 Bid cooperative purchasing consortium.
2. Authorize purchase from Signature Ford in the amount of \$121,230.00 from funds already budgeted in account 101.338.985.000 (Capital Outlay-Vehicles).

FISCAL CONSIDERATION

Funding is available in Account No. 101-338-985-000.

ATTACHMENTS

1. 2022 F-150 Police Responder Supercrew-Signature Ford

APPROVED BY



Date: January 14, 2022

David Heavener, Fire Chief



Date: January 15, 2022

Michael Slater, Finance Director



Date: January 17, 2022

Maureen Miller Brosnan, Mayor



January 14, 2022

Livonia Fire Department
Attn: Fire Chief Dave Heavener
14910 Farmington Road
Livonia, MI 48154

Dear Fire Chief Dave Heavener:

Price on 2022 Vehicle State of Michigan Contract# 071B7700180 and Macomb County Contract# 21-18 Bid:

(3) 2022 Ford F150 Police Responder Super Crew 4x4 Pickup in Red	\$40,410.00 ea
Total Delivered Price	\$121,230.00

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty . Service to be handled by your local Ford Dealer.

Order Cutoff Date: TBD.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

Macomb#21-18 P.2 Alternate

2022 F-150 Police Responder SuperCrew

Major Standard Equipment

MECHANICAL

- Two-Speed Automatic Torque on Demand 4WD with Neutral Towing Capability (Includes 4A mode for Set and Forget)
- Alternator – 240 amp
- Axle, Front – Independent Front Suspension (IFS)
- Brakes – 4-Wheel Disc with ABS
- Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 4-pin/7-pin wiring, Class IV trailer hitch receiver)
- Electric Parking Brake
- Electronic Ten-Speed Automatic Transmission with Selectable Drive Modes: Normal/Tow-Haul/Snow-Wet/EcoSelect/Sport
- Engine Hour Meter
- Engine Idle-Hour Meter
- Fail-Safe Cooling
- Jack
- SelectShift® Automatic Transmission with Progressive Range Select
- Shock Absorbers, Gas – Heavy-Duty, Front
- Shock Absorbers, Gas – Heavy-Duty, Outboard Mounted, Rear
- Springs, Front – Coil
- Springs, Rear – Leaf, Two-Stage Variable Rate
- Upgraded Stabilizer Bar, Front
- Steering – Power, Rack-and-Pinion

EXTERIOR

- Badges – Tailgate
 - Police Responder
 - EcoBoost Badge
- Bumper and Fascia, Front – Black
- Bumper, Rear – Black
- Cargo Lamp – integrated with Center High-mounted Stop Lamp
- Daytime Running Lamps (DRL) (On/Off Cluster Controllable)
- Easy Fuel® Capless Fuel-Filler
- Exhaust – Single Rear
- F-150 Fender Badge
- Fuel Tank – Standard Range 26 Gallon
- Fully Boxed Steel Frame
- Grille – Black Two Bar Style with Black Nostrils and Black Surround
- Handles, Black – Door and Tailgate with Black Bezel
- Hooks – Pickup Box Tie-Down, four (4)
- Hooks – Front Tow 4x4, two (2)
- Mirrors, Sideview – Manual-folding, Power Glass with Black Skull Caps
- Power Tailgate Lock
- Spare Tire Carrier – Rear Under Frame
- Spare Tire/Wheel Lock
- Stone Cuffs, Front & Rear
- Tailgate – removable
- Tires – LT265/70R 18 BSW (A/T)
- Trailer Sway Control
- Trailer Towing – 4-pin/7-pin wiring, Class IV trailer hitch receiver
- Wheels – 18" Six-Spoke Silver Aluminum
- Wipers – Intermittent speed

INTERIOR/COMFORT

- 1st Row Power Windows
- 2nd Row Power Windows
- 4" Productivity Screen in Instrument Cluster
- 8" Center-stack Screen Touchscreen w/Audio Controls
- Air Conditioning Registers – Black Vanes with Chrome Knob
- Black Vinyl Floor Covering
- Cruise Control
- Red/White Task Lighting in Overhead Console
- Fade-to-Off Interior Lighting
- Gauges and Meters – Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer
- Grab Handles
 - Front – A-Pillar, Driver and Passenger Side
 - Rear – B-Pillar
- Horn – Dual-Note
- Illuminated Entry
- Manual Air Conditioning, Single Zone
- Outside Temperature Display
- Power Door Locks
- Powerpoint (2) 12V – Front
- Rear Driver-side/Passenger-side Solar Tint
- Rear-window with Fixed Glass and Solar Tint

- Rearview Mirror, Day/Night
- Scuff Plate, Driver and Front-Passenger Doors
- Seat, Front
 - Police-grade heavy-duty cloth 40/blank/40 with reduced bolsters
 - 8-Way power driver/manual passenger
 - Built-in steel intrusion plates in both front-seatbacks
- Seat, Rear – Vinyl, 60/40 flip-up split seat with elongated cushion
- Speedometer – Calibrated (includes digital readout)
- Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking
- Universal Top Tray – Center of I/P for mounting aftermarket equipment
- Visor, Driver Side; Visor with Mirror, Passenger-Side

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger Front Airbags
 - Driver and Passenger Seat-Mounted Side Airbags
 - Safety Canopy® Side-Curtain Airbags (1st and 2nd row coverage)
- Autolock
- Door Lock Cylinders (Front Driver/Passenger door)
- Halogen Headlamps
- Illuminated Entry
- Perimeter Anti-Theft Alarm
- Rainlamp Wiper Activated Headlamps
- Seat Belts, Active Restraint System (ARS). Three-point Manual Lap/Shoulder
- Belts with Height Adjusters, Pretensioners & Energy Mgmt Retractors on Outside Front Positions. Includes Autolock Features for Child Seats
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Simple Fleet Key – (Inner-milled, w/o microchip, easy to replace; 4-keys)
- Tire Pressure Monitoring System (TPMS)

Note: F-150 Police Responder was designed and developed to meet the same federal fuel system crash standards as retail vehicles and other manufacturers' police vehicles. Ford Police Interceptors are the only vehicles on the market designed for the 75 mph rear-impact crash test.

DRIVER ASSIST TECHNOLOGY

- Autolamp – Auto On/Off Headlamps
- Rear View Camera with Dynamic Hitch Assist
- **Reverse Sensing System**
 - Hill Start Assist
 - SYNC® 4
 - 8" LCD Capacitive Touchscreen with Swipe Capability
 - Wireless Phone Connection
 - Cloud Connected
 - AppLink® w/ App Catalog
 - 911 Assist®
 - Apple CarPlay® and Android Auto™ Compatibility
 - Digital Owner's Manual
 - Over-the-Air Update Capability

FUNCTIONAL

- AM/FM Stereo – 6 speakers
- Fleet Telematics Modem
 - Allows data to be provided to support Ford Telematics™ and Data Services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at <https://www.commercialsolutions.ford.com> or call 1-833-811-FORD (3673).
- Rear power lug located underneath rear seat to accommodate Police upfitting; One (1) 80 amp battery ground circuit

FX4 OFF-ROAD PACKAGE

- 3.31 Electronic-locking rear-axle
- Hill Descent Control™
- Off-Road tuned front shock absorbers
- Skid plates: fuel tank, transfer case and front differential

WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper

POWERTRAIN CARE EXTENDED SERVICE PLAN

- 5-Year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) – Standard

Responder 150A Crew Cab 5.5 Ft. Box 145" WB

[x] Base Price W1P 4x4 (3.5L V6 EcoBoost™ engine 7000 GVWR 2030 PAYLOAD) 998/44G **\$34,330.00**

Available Options		Option Code	Price
[x] Trailer Towing Package		53A	995.00
• 4-pin/7-pin wiring harness • Auxiliary transmission oil cooler • Engine Oil Cooler • Class IV trailer hitch receiver • Pro Trailer Backup Assist (47E) • Tailgate LED • Smart Trailer Tow Connector • Pro Trailer Backup			
[] Trailer Towing Package with Integrated Brake Controller		53A/67T	1270.00
[] Tow Technology Package		53A/17T/54R/59S/67T	2355.00
• <u>Includes Trailer Towing Package (53A)</u> • Tow Technology Package • Includes Integrated Brake Control • Smart Trailer Tow Connector • Trailer Reverse Guidance • Includes 360-degree Camera • Mirrors Sideview Manual-folding, Power Glass with Heat, Turn Signal Auto-Dimming Feature (Driver's Side), High-Intensity LED Security Approach Lamps, LED Side-mirror Spotlights and Black Skull Caps (54R/59S) • Trailer Brake Controller (67T)			
[] Interior Upgrade Package		61A/47R	795.00
• Floor Console without Shifter (Maintains Column Shifter) • Color-Coordinated Carpet w/Carpeted Floor Mats • Cloth Seats – Police-Grade, Heavy-Duty Cloth – Front and Rear • Floor Liner – Tray Style			
[] SYNC® 4 with Enhanced Voice Recognition		524/582	325.00
• 8" LCD Capacitive Touchscreen with Swipe Capability • Ford Digital Assistant • Connected Navigation (w/Free 90-Day Trial) • Sirius XM Radio			
[x] Power Passenger Seat 8-Way		61P	295.00
[] Badge Delete (Removes Rear Police Responder Badge)		41A	N/C
[x] Black Platform Running Boards		18B	250.00
[x] BLIS – Blind Spot Monitoring System with Cross-traffic Alert		91B	590.00
[] Rear Window, Privacy Glass with Defroster		57Q/924	320.00
[x] Power-Sliding Rear-Window (Includes Privacy Glass and Rear Defroster		435/924/57Q	670.00
[] Fog Lamps		595	140.00
[x] Front / Rear Chrome Bumper with Fog Lamps		17C/595	315.00
[x] Pre-Collision Assist with Pedestrian Detection		60C	145.00
[x] Daytime Running Lights (Not Recommended for Police Use)		942	45.00
[] Engine Block Heater		41H	90.00
[x] Trailer Tow Mirrors Sideview Manual-folding, Manual Telescoping		54Y/59S/57Q/924	890.00
Power Glass with Heat, Turn Signal Auto-Dimming Feature (Driver's Side), High-Intensity LED Security Approach Lamps, LED Side-mirror Spotlights and Black Skull Caps. Only Available with Trailer Tow (53A). Includes			
Rear Defroster with Privacy Glass (57Q/924).			
[] Lock system; Single Key/All Vehicles Keyed Alike		62	50.00
Keyed Alike 1284x= 62B Keyed Alike 1294x= 62C Keyed Alike 0135x= 62D Keyed Alike 1435x= 62E Keyed Alike 0576x= 62F Keyed Alike 0151x= 62G Keyed Alike 1111x= 62J			
[x] Remote Keyless Entry w/4 Key Fobs (Must order for Remote Entry)		67P	340.00
[x] Remote Starter (Requires Remote Keyless Entry Option 67P)		SIG	575.00
[] Police Engine Idle Feature		47P	260.00
[x] Tailgate Step		63T	375.00
[] Front License Plate Holder		153	N/C

☒ Spray in Bedliner	96W	595.00
☐ Bed Liner – Plastic, Drop-in	96P	350.00
☐ Rear Wheel Arch Liner	96L	180.00
☐ Red / Blue LED Warning Beacons – includes two (2) LED warning lights visible on either side of stop light bar and two (2) LED lights visible between lower windshield and hood (Driver side – Red / Passenger side – Blue)	94R	650.00
☐ Tonneau Pickup Box Cover – Soft Folding	96T	525.00
☐ Tonneau Pickup Box Cover – Hard Folding	96X	995.00
☐ Tonneau Pickup Box Cover – Retractable	96J	1695.00
☐ Dual Spot Lamps	MME2	1050.00
☐ Dual Spot Lamps LED	MME2	1400.00
☐ Single Spot Lamp	MME1	525.00
☐ Single Spot Lamp LED	MME1	700.00

TOTAL \$40,410.00 ea

Colors & Trim Availability:

<u>Exterior</u>	<u>Interior</u> <u>(Black/Med. Earth Grey)(PB)</u>	
Agate Black	(UM)	☐
Oxford White	(YZ)	☐
Race Red	(PQ)	☒
Carbonized Gray	(M7)	☐
Antimatter Blue	(HX)	☐
Iconic Silver	(JS)	☐
Stone Gray	(D1)	☐
Atlas Blue	(B3)	☐

CITY OF LIVONIA – CITY COUNCIL
MINUTES OF THE STUDY MEETING HELD JANUARY 31, 2022

8

Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, Scott Bahr and President Jim Jolly. Absent: Vice President Laura Toy

10. REQUEST TO AUTHORIZE EXPENDITURE: Department of Public Works, Water & Sewer Department, re: to enable payment for the 2022 subscription to the MISS DIG service, from budgeted funds.

Jacob Rushlow, Assistant Director of Public Works, presented the request to Council. He stated that this is a routine annual authorization for payment for subscription dues. As a water utility provided, Livonia is required by State law to participate in the MISS DIG program.

Kathleen McIntyre offered an approving resolution for the Consent agenda.

DIRECTION: APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

9.

DPW

February 1, 2022

MEETING DATE

Study Meeting of
January 31, 2022

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

REQUEST TO AUTHORIZE EXPENDITURE: Department of Public Works, Water & Sewer Department, re: to enable payment for the 2022 subscription to the MISS DIG service, from budgeted funds.

BACKGROUND

Public Act 174 MISS DIG Underground Facility Damage Prevention and Safety Act was created to enhance public safety, protect the environment, and prevent the disruption of vital public services by reducing the incidences of damage to underground utilities caused by excavation or blasting activity by providing notices to utility owners and utility operators before excavation or blasting. As a Water Utility provider, the City of Livonia subscribes to the MISS DIG program. Upon receiving a notification during business hours, we have 24-hours to mark the water lines. In the case of emergencies (ie gas leak), we have 3 hours to get the lines marked. Marking services are provided by the DPW 24-hours a day, seven days a week. In 2021, the City of Livonia responded to 12,952 MISS DIG requests, approximately 249 per week.

We are billed annually for our subscription to the MISS DIG service. This year's bill has put us over the \$15K threshold, and requires Council approval.

RECOMMENDATION

The Department of Public Works requests Council approve payment to MISS DIG in the amount of \$17,477.50.

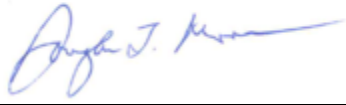
FISCAL CONSIDERATION

Sufficient funds are budgeted in account no. 592-559-957-000 for the payment of \$17,477.50.

ATTACHMENTS

1. MISS DIG Inv 2022

APPROVED BY



Date: January 17, 2022

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



Date: January 17, 2022

Don Rohraff, Director of Public Works



Date: January 18, 2022

Michael Slater, Finance Director



Date: January 18, 2022

Maureen Miller Brosnan, Mayor



Date	Invoice #
11/30/2021	20220613

LIVONIA CITY
ATTN: BRIAN WILSON
12973 FARMINGTON RD
LIVONIA, MI 48150

For ACH Payment - Bank Name: J.P. Morgan Chase
Routing# 072 000 326 Account# 693 556 482

MEMO TO: MISS DIG 811 Members

FROM: Bruce Campbell, C.E.O.

DATE: November 30, 2021

SUBJECT: ANNUAL MEMBERSHIP INVOICE

Enclosed is your MISS DIG 811 Invoice for 2022. **The invoice is payable in full.**

This single invoice has multiple line items to communicate your membership set-up and how the funds are spent to support the system and membership in complying with the requirements of Michigan Public Act 174 of 2013 (PA 174). For additional information on what the invoice covers and how to get the most out of your membership, check out the Annual Invoice Coverage and Getting the Most Out of Your Membership, located under the User Guides section of <https://www.missdig811.org/members/resources>

This is the third year of the new cost-sharing billing structure that supports the operation of the Notification Center, including compliance with the PA 174 requirements to host Positive Response and retain data for six years.

The membership fee is calculated based on the number of tickets transmitted to the member during the previous dig season. All codes that transmit tickets have a base fee that covers the first 500 transmissions. The remaining financial needs for the system will be equitably assigned to each transmission over the first 500 on the codes. The total expense for each code is then combined to determine your annual membership fee. A 10% curb associated with the transmission fee is in place to assist members with fluctuations in ticket volume; to reduce huge swings from year to year, you will pay no less than 90% of your previous year's fee and no more than 110%. However, all members are required to pay at least one times the base fee.

As in past years, maintenance fees of \$51.52 and \$38.55 will be applied per member code and Remote Member Access (RMA) account, respectively. The Education Fee is still included as a separate line item on the invoice.

Overall cost increases are a result of systemwide enhancements necessary for PA 174 compliance. Therefore, an adjustment is necessary to adequately fund the system. This fee is implemented over a three-year period, and we are in the third and last year of the adjustment fee.

For more information on the changes required for PA 174 compliance and how to get the most out of your membership, please see *Annual Invoice Coverage and Getting the Most Out of Membership*.

If you have any additional questions, please contact MISS DIG 811 based on the below contact chart:

Membership	Contact	Email	Phone
Lower MI Municipalities (Below US10)	Paul Harding	pharding@missdig811.org	248-370-6426
Municipalities in the Northern Lower Peninsula and the UP (above US10)	Colleen Goddard	cgoddard@missdig811.org	906-789-3083
Non-Municipal Members	Laura Arnold	larnold@missdig811.org	248-370-6406

Thank you for your continued support of MISS DIG 811

MARK YOUR CALENDARS: The MISS DIG 811 Annual Membership Meeting will be held January 18-19, 2022 at the Soaring Eagle Casino Resort in Mt. Pleasant, MI. We will be partnering, once again, with MITA, who will be having their Annual Conference after ours has concluded. Please join us for informative sessions that will include the new ticketing system that will be launching in December as well as educational training and Gold Shovel Standard.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF THE STUDY MEETING HELD JANUARY 31, 2022**

9

Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, Scott Bahr and President Jim Jolly. Absent: Vice President Laura Toy

11. REQUEST TO AUTHORIZE APPROPRIATION AND EXPENDITURE: Department of Public Works, re: emergency water repair of pressure reducing valve near Eight Mile and Grand River, from budgeted funds.

Jacob Rushlow, Assistant Director of Public Works, presented the request to Council. He noted that pressure reducing valve (PRV) was not operating as it should and it was discovered by DPW that it was beyond repair. The replacement PRV was purchased from the sole source supplier and was installed with our own staff, materials and equipment, which gave a cost savings by doing the repair ourselves.\

Brandon McCullough asked to clarify that this repair is not the same as what was done a year or so ago. Jacob agreed, indicating that this is the fifth PRV that was replaced. This one was put in around the 70's.

Brandon McCullough offered an approving resolution for the Consent agenda.

DIRECTION: APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

10.

DPW
February 1, 2022

MEETING DATE

Study Meeting of
January 31, 2022

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

REQUEST TO AUTHORIZE APPROPRIATION AND EXPENDITURE: Department of Public Works, re: emergency water repair of pressure reducing valve near Eight Mile and Grand River, from budgeted funds.

BACKGROUND

This letter is to inform you of an emergency repair on a water main Pressure Reducing Valve (PRV) that was performed in December 2021 near the intersection of Eight Mile and Grand River roads. During a nearby water main replacement project it was identified that this PRV was not operating properly. Upon investigation, it was discovered the PRV was beyond repair and needed to be replaced. Despite being over 50 years old, this PRV received regular routine quarterly maintenance, and was recently fully serviced in 2018. This PRV services the NE section of the City (Section 1), including a kidney dialysis center. A replacement PRV was purchased through a sole source supplier, Jett Pump & Valve, 4770 Pontiac Lake Rd., Waterford, MI 48328 (Vdr #53052). At the time of the order, we were unsure of the level of expertise required to replace the PRV within the existing vault pipe configuration and had our emergency repair contractor slated to perform the installation. Once the PRV was received, field measurements were verified and it was determined this installation could be done by City employees using DPW equipment at a cost savings to the City.

RECOMMENDATION

In accordance with Section 3.04.140.D.1 of the Livonia Code of Ordinances, as amended, we hereby notify you of this emergency. We are requesting payment be made to Jett Pump & Valve, 4770 Pontiac Lake Rd., Waterford, MI 48328 (Vdr #53052) in the amount of \$16,557.00, from account 592-158-000.

FISCAL CONSIDERATION

Budgeted funds in the amount of \$16,557 are available in account no. 592-158-000, Construction in Progress-Emergency Repair.

ATTACHMENTS

1. Jett Pump Inv PRV-1

APPROVED BY



Jacob Rushlow, P.E., Assistant Director of Public Works

Date: January 18, 2022



Don Rohraff, Director of Public Works

Date: January 18, 2022



Michael Slater, Finance Director

Date: January 19, 2022

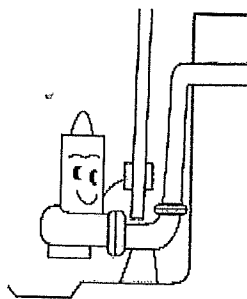


Maureen Miller Brosnan, Mayor

Date: January 20, 2022

JETT

INVOICE



Pump & Valve, L.L.C.

4770 Pontiac Lake Rd. Phone: 248-673-2530
Waterford, MI 48328 Fax: 248-673-2574
e-mail: sales@jettpump.com
web: www.jettpump.com

Invoice Number
21848

Invoice Date
Nov 17, 2021

Sold To:

CITY OF LIVONIA
12973 FARMINGTON RD
LIVONIA, MI 48150

Ship to:

CITY OF LIVONIA
12973 FARMINGTON RD
LIVONIA, MI 48150

Customer ID		Customer PO		Payment Terms	
LIVO100		630		Net 30 Days	
Sales Rep ID		Shipping Method		Ship Date	Due Date
		UPS Ground		11/16/21	12/17/21
Quantity	Description	Backorder Qty	Unit Price	Extension	
1.00	8" 90-48BDEY KD 8" PRESSURE REDUCING VALVE WITH LOW FLOW BYPASS, EPOXY COATED DUCTILE IRON, SS LOW-FLOW TRIM, GLOBE PATTERN, 150#FLANGES		15,612.00	15,612.00	
1.00	SHIPPING		185.00	185.00	
1.00	OPTIONAL START- UP - 1 DAY		760.00	760.00	

Page 1

Subtotal 16,557.00
Sales Tax
Freight
Total Invoice Amount 16,557.00

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF THE STUDY MEETING HELD JANUARY 31, 2022**

10

Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, Scott Bahr and President Jim Jolly. Absent: Vice President Laura Toy

13. AWARD OF BID: Public Works Division; re: for the preparation and painting of the interior of the Fleet Maintenance Garage, from budgeted funds.

Jacob Rushlow, Assistant Director of Public Works, presented the request to Council. He stated that the project was publicly advertised, and bids were received from six (6) contractors. The lowest qualified bid was received from TN Construction and funding is available from the Capital Projects fund. Kathleen McIntyre stated that this is a needed painting to also improve the lighting in the garage. This will help ensure any asbestos or any dangerous materials will be sealed in and offered an approving resolution for the Consent agenda.

DIRECTION: APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

11.

DPW
February 1, 2022

MEETING DATE

Study Meeting of
January 31, 2022

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

AWARD OF BID: Public Works Division; re: for the preparation and painting of the interior of the Fleet Maintenance Garage, from budgeted funds.

BACKGROUND

The Department of Public Works has been given approval by Council (#221-21) to upgrade the electrical services to our Fleet Maintenance Garage. As that project is progressing, it has become apparent that once the construction is completed, the interior of the garage will need to be repainted. This project would include painting the walls and ceilings inside the fleet maintenance building along with preparations prior to painting including degreasing the hoist and the area above the tire storage mezzanine, wrapping and protecting all heating units, hose coils, lifts, tire racks, machinery, furniture etc. In addition, the contractor will make any necessary repairs to the walls over and around door frames. Bids were requested via BidNet for this project. Public bids were solicited from qualified contractors and were received and publicly read aloud on July 6, 2021. Six vendors submitted bids. The lowest qualified bid received is from TN Construction for a lump sum bid amount of \$32,180.00. Funds are budgeted and available in the capital outlay fund.

RECOMMENDATION

It is the recommendation of the DPW that Council award the contract to TN Construction LLC., 14123 Redwood Dr., Shelby Twp., MI 48315 in the amount of \$32,180.00.

FISCAL CONSIDERATION

Budgeted funds in the amount of \$32,180 are available in account no. 401-000-971-000

ATTACHMENTS

1. Fleet Maint Painting - Bid Tab & Docs

APPROVED BY



Jacob Rushlow, P.E., Assistant Director of Public Works

Date: January 18, 2022



Date: January 18, 2022

Don Rohraff, Director of Public Works



Date: January 18, 2022

Michael Slater, Finance Director



Date: January 18, 2022

Maureen Miller Brosnan, Mayor

BID TAB - EQUIPMENT MAINTENANCE GARAGE PAINTING 2022

Rank	1	2	3	4	5	6
Vendor Name	TN Construction	Gochi Const.	Industrial Painting	MPM Painting	Allied Bldg.	Anderson Paint
City/State	Shelby Twp, MI	Rochester Hills, MI	Taylor, MI	Macomb, MI	Detroit, MI	Detroit, MI
Bond Submitted	Yes	Yes	Yes	Yes	Yes	Yes
Bond \$ Required	\$ 1,609.00	\$ 2,200.00	\$ 2,240.00	\$ 2,587.50	\$ 3,196.60	\$ 4,150.00

Wall & Ceiling Repair	\$ 4,000.00	\$ 4,000.00	\$ 3,400.00	\$ 15,500.00	\$ 13,968.00	\$ 23,000.00
Warranty (months)	12	12	18	12	12	12
Painting	\$ 25,180.00	\$ 40,000.00	\$ 41,400.00	\$ 36,250.00	\$ 49,964.00	\$ 60,000.00
*Price Adjustment	\$ 3,000.00					
Warranty (months)	12	12	18	12	12	12
TOTAL	\$ 32,180.00	\$ 44,000.00	\$ 44,800.00	\$ 51,750.00	\$ 63,932.00	\$ 83,000.00

# days to complete	21	21	8	21	28	100
# days notice needed	14	14	5	7	60	5

*120 bid guarantee lapsed. Vendor requested adjustment due to the increase cost of supplies.



Subject: Livonia Fleet Maintenance Building Painting

To: The City of Livonia

Due to the significant increase in the material prices from the originally submitted bid, and since the 120-day bid price guarantee date has passed, we request an increase in the amount of 3,000 \$ from the bid amount.

We are willing to still do the work at the adjusted price of \$32,180.00.

Sincerely,

Tauland Nilaj - owner

FORM OF PROPOSAL

for

Painting of Fleet Maintenance Garage

Bid of TN Construction LLC hereinafter called Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as LLC *.

* Insert as applicable: "a corporation", "a partnership" or "an individual"

TO THE CITY OF LIVONIA, MICHIGAN, hereinafter called OWNER:

The undersigned as Bidder hereby declares: that this Bid is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that the Bidder has read and examined the Notice to Bidders, Instructions to Bidders, Bid, General Conditions, Supplementary Conditions, Agreement, Forms of Proposal, Bond, Specifications and Drawings, as prepared by the ENGINEER, and understands all of the same; that the Bidder or its representative has made personal investigation at the site and has become fully familiar with regard to the conditions to be met in the execution of this Contract, and the undersigned proposes to furnish all labor, materials, tools, power, transportation, and construction equipment necessary for the construction of the Project and performing related work in full accordance with the aforesaid Contract Documents, including any and all Addenda officially issued, their receipt of which is hereby acknowledged:

Addendum No.

Addendum Date

1

07/02/2021

The Contract will be awarded to the lowest responsive, responsible Bidder based on the lump sum price for all Work specified.

The Bidder agrees to complete the Project for the following lump sum price:

Item No.	Item Description	Complete for the Sum of
1	Wall and Ceiling Repair Warranty: <u>1 year</u>	4,000 \$
2	Painting Warranty: <u>1 year</u>	25,180 \$
	TOTAL ITEMS 1 & 2	\$ 29,180 .00
	Number of days to complete the project upon notice to proceed?	3 weeks
	Number of days within in which work can start upon notice to proceed?	2 weeks

SPECIFICATIONS GENERAL

1. MATERIALS AND WORKMANSHIP

Unless otherwise stipulated in the specifications, all equipment, materials, and articles incorporated in the work covered by this contract are to be new and of the best grade of their respective kinds for their purpose.

If not otherwise provided, material or work called for in this contract shall be furnished and preformed in accordance with well-known established practice and standards recognized by Architects, Engineers and the trade.

When required by the specifications, or when called for by the City, the contractor shall furnish the City for approval, full information concerning the materials or articles, which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection.

4. DUST CONTROL

During the construction of any project, adequate dust control measures shall be maintained by the Contractor so as not to cause detriment to the safety, health, welfare, or comfort of any person or cause damage to property or business. If not shown as a pay item, dust control will be at the Contractor's expense.

5. FINAL CLEAN-UP

Before work shall be considered ready for final inspection, the Contractor shall remove and properly dispose of all equipment, waste materials and excess debris and do any other necessary work to leave the premises in a workmanlike condition at least as good as existed before work has started.

SCOPE OF WORK

- Prior to commencement of work, the Contractor shall furnish MSDS sheets for all chemicals used in the performance of the scope of work.
- Prepare and paint the ceiling of the Service garage to include all areas with the exception of the mezzanine area over the offices in the south east corner of the building (approx. 55'x44') by first degreasing cleaning areas above grease gun coils in hoist area on the east bay side of the building, and the area above the tire storage mezzanine, to remove oil film that would compromise adhesion of coatings. Contents will be covered with plastic sheeting to protect them from cleaning and painting operation. Ceiling will be coated using the Sherwin Williams Latex Dryfall Eggshell finish in packaged white. Heating units, hose coils, lifts, tire racks, and other factory finished contents will be wrapped/protected/covered prior to beginning spray application of paint. All other surfaces in ceiling will be coated. Columns down the center of the shop will also be included, along with perimeter wall surfaces from the blue accent stripe to the ceiling only. After completing the sections set up for production, all coverings will be removed, and the floor will be broom swept, and overspray piles picked up and hauled.
- Workers shall not disturb the normal operations of the buildings under these specifications.
- Contractor is responsible for exact measurements of all areas.
- All paint splatters, contaminated rags and debris shall be removed daily.
- Contractor shall take necessary precautions to cover surrounding areas so as to not damage floor mats, machinery, doors, furniture, etc. Ensure that all appropriate measures are taken to fully protect all surfaces, persons and adjacent areas before, during and after the work, including, but not limited to: walls, wall coverings, floors, office equipment, furnishings, ceiling, person, vehicles, property that in, near or within sphere that could be affected by the work; weather elements, such as: sun, wind, rain, humidity and outside forces.
- Post all appropriate signs and barricades where applicable prior to any work being performed.
- The Contractor is responsible for the safe disposal of all materials used in this project in accordance with EPA guidelines and regulations.
- Contractor may be required to remove certain hardware and hardware accessories, plates, lighting fixtures and similar items in place that are not to be painted or provide surface protection prior to surface preparation and painting.
- It will be the responsibility of the Contractor to adequately prepare all surfaces for painting by: removing dirt, dust and debris prior to painting by air blowing or other approved methods, to fix imperfections by sanding, patching, caulking and priming where necessary.
- Contractor shall repair walls over and around door frames as necessary. fill in the areas where the volcanic stone panels were modified for the installation of the new roll up doors. Areas that will interfere with operation of the roll ups will be left exposed block. New panels and the exposed block areas above the blue line will be painted white.
- All prep work shall be inspected by and approved by DPW Personnel prior application of finishes
- Surfaces must be clean, dry and appropriately prepared.

SCOPE OF WORK CONTINUED

- Scrape all loose and flaking paint from the ceilings, walls, doors and trim.
- Ensure proper ventilation at all times and that no potential known fire hazards exist.
- Contractor shall follow all paint manufacturers specifications, instructions, recommendations; including application directions for temperature and humidity.
- Drips, spillage and any overspray shall be removed by the Contractor.
- The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.
- Painting shall be for areas above the blue line displayed in attached photos (See Exhibit A)
- **Ceilings:** Ceiling including insulation, exhaust pipes and duct work will be air blown or other approved methods to remove dirt, dust and debris. Insulation on ceiling is to be painted – peeling or sections that need to be retucked or smoothed out must be fixed in a fashion to make them uniform with the rest of the ceiling prior to painting. All lines including fire suppression must be labeled. Spray paint techniques, using Sherwin Williams Latex Paint, **COLOR WHITE.**
- **Walls:** Spray paint technique, 5 feet from floor up, with Sherwin Williams Industrial Enamel, **COLOR GREY** Spray technique, remaining wall up to ceiling, Sherwin Williams Latex Paint, Semi-Gloss **COLOR WHITE.** All lines must be cleaned (air blown), painted and labeled as necessary. **Racks** bolted to the wall will have materials removed and need to be painted same color as walls.
- **Floors:** Floors to be covered with plastic.
- **Springs** above overhead doors, **fire sprinkler heads** and **crane tracks and beams (gold color)** must be covered/taped and not painted
- WORK SITE CAN BE MADE AVAILABLE AFTER NORMAL BUSINESS HOURS AND ON WEEKENDS.
- **Bidders must provide documentation as a licensed and insured Contractor for the service offered.**
- A Bid Bond is required for this project – a Performance Bond is NOT required.
- Equipment/misc. items will be removed from work areas by City of Livonia Department of Public Works staff will be responsible for moving or relocation equipment, tools, etc. which must be worked around. Signage affixed to walls shall be covered and/or tape to prevent paint from adhering to them.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF THE STUDY MEETING HELD JANUARY 31, 2022**

11

Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, Scott Bahr and President Jim Jolly. Absent: Vice President Laura Toy

14. REQUEST TO APPROVE THE ESTABLISHMENT OF IMPROVEMENT BONDS: Engineering Division, re: to assure the installation of public improvements at Emerson Oaks Site Condominium; located on the north side of West Chicago Avenue, west of Harrison Avenue (28400 West Chicago Avenue formerly Wilson Elementary School site) in the Northwest 1/4 of Section 36. (CR 136-21)

Dave Lear, Assistant City Engineer, presented the request to Council. He stated this is a housekeeping item. For any new development, they have to establish all of the improvement bonds and fees for it to move forward. Rob Donovic offered an approving resolution for the Consent agenda.

DIRECTION: APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

12.

Engineering
February 1, 2022

MEETING DATE

Study Meeting of
January 31, 2022

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

REQUEST TO APPROVE THE ESTABLISHMENT OF IMPROVEMENT BONDS: Engineering Division, re: to assure the installation of public improvements at Emerson Oaks Site Condominium; located on the north side of West Chicago Avenue, west of Harrison Avenue (28400 West Chicago Avenue formerly Wilson Elementary School site) in the Northwest 1/4 of Section 36. (CR 136-21)

BACKGROUND

Upon review of the plans for the subject development the Engineering Division has determined that the following bonds should be established pursuant to Section 18.66 of Ordinance No. 543. The bonds in question are required at this time to assure the installation of public improvements.

General Improvement Bond	\$777,391.00 (\$77,739.00 minimum cash)
Sidewalk Bond	\$64,185.00 (\$7,500.00 minimum cash)
Grading & Soil Erosion Control Bond	\$5,400.00 (all cash)
Entrance Markers/Landscaping	\$5,000.00 (all cash)
Monuments and Markers Bond	\$1,000.00 (all cash)
As-Built Drawings Bond	\$10,000.00 (all cash)

RECOMMENDATION

An estimate of the cost of the public improvements for the purpose of establishing the improvement bond requirement, along with the required cash payments, is shown on the attached schedule in accordance with Section 18.66 of Ordinance No. 543. In accordance with Section 16.24.310

(modification of requirements of the Livonia Code of

Ordinances), it will be noted that a cash payment is being recommended herein representing a contribution in aid for possible future street lighting within the subject development. The contribution amount has been based on the number of future street lights (as determined by this office) and cost factors as estimated by the Detroit Edison Company in accordance with a ruling of the Michigan Public Service Commission in December 1990.

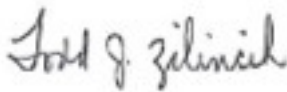
To facilitate the maintenance of our records, the Engineering Division will require that "as built" plans of all public improvements installed in connection with the development be submitted to this office via electronic PDF and Auto Cad copies. Further, appropriate utility easements and deeds will be required for future maintenance by the City.

FISCAL CONSIDERATION

ATTACHMENTS

1. 12-3-21 Emerson Oaks Condominium Schedule of Bonds & Fee Requirements
2. CR 136-21

APPROVED BY



Date: January 19, 2022

Todd Zilincik, P.E., City Engineer



Date: January 19, 2022

Don Rohraff, Director of Public Works



Date: January 20, 2022

Maureen Miller Brosnan, Mayor

To: Honorable Members of the City Council
Re: Emerson Oaks Site Condominiums
N.W. ¼ of Section 36, City of Livonia
Establishment of Improvement Bonds

January 17, 2022
Page 3

SCHEDULE OF BONDS & FEE REQUIREMENTS

I. Bond Requirements

A. General Improvement Bond

Water Mains	\$118,700.00
Sanitary Sewers	\$212,920.00
Storm Sewers, including Footing Drain	
Storm Sewers	\$186,674.00
Paving (Public Street)	<u>\$222,078.00</u>
Estimated Construction Cost	\$740,372.00
Construction Contingencies	<u>\$37,019.00</u>
(Approximately 5%)	

Total **\$777,391.00**

(\$77,739.00 min. cash bond)

B. Sidewalk Bond

Sidewalks (1,945 lft)	\$58,350.00
Construction Contingencies	<u>\$5,835.00</u>
(Approx. 10%)	

Total **\$64,185.00**

(\$7,500.00 min. cash bond)

C. Grading & Soil Erosion Control Bond

(Ord. #1187)	\$5,400.00 (cash)
(SESC Permit #21-20, Paid 10/14/21, Receipt #7472)	

D. Entrance Markers/Landscaping \$5,000.00 (cash)

E. Monuments & Markers \$1,000.00 (cash)
(Ord. #951)

F. As-Built Drawings Bond \$10,000.00 (cash)

TOTAL CASH BONDS **\$106,639.00**

**TOTAL CASH BONDS
CURRENTLY DUE** **\$101,239.00**

To: Honorable Members of the City Council
Re: Emerson Oak Site Condominium
N.W. ¼ of Section 36, City of Livonia
Establishment of Improvement Bonds

January 17, 2022
Page 4

II. Fees (Cash Payments to the City)

A. Trees (35 Lots)		\$10,500.00
B. Street Name Signs (Parkside Court, Tulipwood)		\$1,000.00
(4 signs to be made, one at each entrance and intersection of Tulipwood and Parkside Court)		
C. Traffic Control Signs (2 Stop Signs and 2 No Outlet, 1 Yield Sign to be attached to street name sign)		\$1,750.00
D. Street Light Contribution in Aid (First Year Cost)		\$15,000.00*
(Anticipate 5 streetlights)		
E. Engineering Services Gen. Improv. & Sidewalk		
1. Plan Review & Admin. (2%)	\$15,126.00	
2. Field Inspection (5%)	<u>\$35,158.00</u>	
(includes Sidewalk and Drive Approaches)		\$50,284.00
F. Engineering Services (Grading & Soil Erosion Control)		
(SESC Permit #21-11, Paid 6/16/21, Receipt #7275)		
1. Plan Review	\$475.00	
2. Permit & Inspection	<u>\$1,800.00</u>	
		\$2,275.00
TOTAL CASH PAYMENTS		<u>\$80,809.00</u>
(NON-REFUNDABLE)		

TOTAL FEES CURRENTLY DUE \$78,534.00

*To be adjusted and/or refunded based on streetlight public hearings and the type of lighting units to be determined by the City Council.

A communication from Infinity Homes and Company dated April 19, 2021, re: clarification of Petition 2021-02-02-03, was received and placed on file for the information of the Council.

On a motion by White, supported by Toy, it was:

#136-21 RESOLVED, that having considered a communication from the City Planning Commission, dated April 13, 2021, approved for submission by the Mayor, which transmits its resolution #03-09-2021, adopted on March 9, 2021, with regard to Petition 2021-02-02-03 submitted by Infinity Homes and Company, requesting approval to develop a Planned Residential Development under the Single-Family Clustering option (Emerson Oaks), consisting of thirty-five (35) site condominium lots, on the property located on the north side of West Chicago Avenue between Harrison and Middlebelt Roads (28400 West Chicago Avenue, former Wilson Elementary School site) in the Northwest ¼ of Section 36, and an email communication received from Ryan Butler, resident of the City of Livonia, dated March 25, 2021, the Council does hereby concur in the recommendation made by the City Planning Commission and Petition 2021-02-02-03 is hereby approved and granted, subject to the following conditions:

1. That the Master Deed and bylaws complies with the requirements of Article XX, Section 20.01-20.06 of Zoning Ordinance #543, as amended, and the Subdivision Control Ordinance, Title 16, Chapter 16.04-16.40 of the Livonia Code of Ordinances, subject to the following modifications and exceptions:
 - that the first floor of each condominium unit shall be brick or stone, on all four (4) sides, and the total amount of brick or stone on each two-story unit shall not be less than 65% and not less than 80% on one-story dwellings.
 - that the minimum floor area for each dwelling shall not be less than 1,400 square feet for one-story ranches and 1,600 square feet for multi-story cape cods or colonials.
 - that all exterior chimneys shall be brick;
2. That the Site Plan identified as SH. 1, dated January 19, 2021, prepared by Arpee/Donnan, Inc. is hereby approved and shall be adhered to;
3. That the Landscape Planting Plan and Landscape Notes and Details identified as LP-1 and LP-2, respectively, both dated January 18, 2021, prepared by Nagy Devlin Land Design, are hereby approved and shall be adhered to;
4. That streetlights and sidewalks shall be installed throughout the development to the satisfaction of the Engineering Department;

5. In the event of a conflict between the provisions set forth in the Master Deed and bylaws and the requirements set forth in the City of Livonia Zoning Ordinance No. 543, as amended, the Zoning Ordinance requirements shall prevail, and the petitioner shall comply with the Zoning Ordinance requirements;

6. That the petitioner shall include language in the Master Deed and bylaws or a separate recordable instrument wherein the condominium association shall reimburse the City of Livonia for any maintenance or repair costs incurred for the storm water detention/retention and outlet facilities;

7. That the petitioner shall comply to the satisfaction of the Engineering Department the recommendations as outlined in the correspondence dated February 10, 2021 by the Department of Public Safety, Livonia Fire and Rescue, with respect to the location and spacing of fire hydrants;

8. The developer and all contractors and subcontractors shall employ best management practices to prevent, reduce and mitigate the problems associated with soil erosion and airborne dirt and dust from migrating off-site, including provisions for erosion control barriers, daily street sweeping, watering, and halting earthwork activities on days when the wind conditions are likely to cause a problem;

9. That only a conforming entrance marker is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals;

10. That all required cash deposits, certified checks, irrevocable bank letters of credit and/or surety bonds which shall be established by the City Engineer pursuant to Article XVIII of Ordinance No. 543, Section 18.66 of the ordinance, shall be deposited with the City prior to the issuance of engineering permits for this site
condominium development; and

11. 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 (1) 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.

A roll call vote was taken on the foregoing resolution with the following result:

AYES: McCullough, Donovic, Toy, White and McIntyre

NAYS: Bahr

The President declared the resolution adopted.



LETTER TO THE LIVONIA CITY COUNCIL

Law
February 9, 2022

MEETING DATE

Regular Meeting of
February 16, 2022

PREPARED BY

Carol Driskill, Legal Stenographer II

AGENDA ITEM

NEW DATA ITEM 12a - Proposed resolution regarding City's Road Millage Renewal

BACKGROUND

As you know, the City's road millage expires at the end of this year. At the Committee of the Whole Meeting on January 26, 2022, an approving resolution was offered by Councilmember Scott Bahr for a renewal of our road millage. We have attached a proposed Charter Amendment for your review and consideration which would continue the road millage (0.89 of 1 mill) for another ten (10) year period. Provided that you concur with the continuation of the road millage, it is recommended that this matter be placed before the voters on the same date as the State primary election to be held on August 2, 2022.

Accordingly, this office has prepared the attached amendment to Chapter VIII, Section 1 of the Livonia City Charter which mirrors the language of the amendment that was originally approved by the voters in 2002 and renewed in 2012. We have also drafted a proposed ballot question and request approval to leave the amount raised blank at the present time. The amount anticipated to be raised is currently \$3,970,000 when first levied in 2022; however, that number may change after the assessment data is finalized in May. Therefore, we would like authority to insert the most accurate figure in May before we send the ballot language to Wayne County.

The Michigan Attorney General's office has previously reviewed and approved the identical resolution and ballot language for form, content, and length. However, the amendment and language will not receive formal approval unless and until the City Council has given its approval.

If you have any questions, please do not hesitate to contact the Law Department.

RECOMMENDATION

Request for Council's review and consideration of proposed Charter Amendment which would continue the road millage (0.89 of 1 mill) for another ten (10) year period.

FISCAL CONSIDERATION

ATTACHMENTS

1. Road millage 2022

APPROVED BY



Paul Bernier, City Attorney

Date: February 9, 2022



Maureen Miller Brosnan, Mayor

Date: February 11, 2022

PROPOSED RESOLUTION FOR ROAD MILLAGE

WHEREAS, the City of Livonia has 447 miles of roadways throughout the community that are both residential and major arteries for traffic flow; and

WHEREAS, the condition of city roads, sidewalks and trees within the public rights-of-way reflects the overall condition of the city and has a direct impact on property values; and

WHEREAS, a well-maintained system of roads and public rights-of-way reflects a community planning for the future that will continue to attract new business and residents for the city; and

WHEREAS, the Department of Public Works and Engineering Division staff have reviewed the conditions of these roads and public rights-of-way and found substantial deterioration that will require a regular replacement and repair program in order to provide safe and acceptable roads and public rights-of-way for Livonia residents and businesses; and

WHEREAS, the method of repairing and replacing roads through special assessment of local residents is deemed undesirable since the cost of future special assessments is anticipated to be much higher than in the past and will create a financial burden for many residents; and

WHEREAS, the Council of the City of Livonia has determined that in order to properly repair and/or replace roads, sidewalks and trees within the public rights-of-way, it is necessary to levy and collect a tax of 0.89 of 1 mill for a limited term of ten years on all real and personal property subject to taxation in the City of Livonia, in addition to amounts previously authorized;

NOW THEREFORE, BE IT RESOLVED, that the Council of the City of Livonia, by a three-fifths (3/5) vote of the members of said Council and pursuant to the provisions of Section 21 of Act 279 of the Public Acts of 1909, as amended, does hereby propose that the Livonia City Charter be amended by changing Section 1 in Chapter VIII, which changed section shall read as follows:

CHAPTER VIII GENERAL TAXATION

Section 1. Power to Tax; Tax Limit. The City shall have the power to annually levy and collect taxes for municipal purposes, but such levy shall not exceed one-half (1/2) of one (1) per centum of the assessed value of all real and personal property subject to taxation in the City; provided, however, that in addition thereto the City shall have the power to annually levy and collect taxes each year, commencing on December 1, 1965, in an amount not to exceed one-tenth (1/10) of one (1) per centum of the

assessed value of all real and personal property subject to taxation in the City for the sole and exclusive purpose of providing additional revenues for police protection and law enforcement personnel, equipment, supplies and facilities of the City; provided further, that in addition thereto, the City shall have the power to annually levy and collect taxes each year commencing on December 1, 1978 in an amount not to exceed fifteen one-hundredths ($15/100$) of one (1) per centum of the assessed value of all real and personal property subject to taxation in the City for the sole and exclusive purpose of providing additional revenues for fire, police and snow removal personnel, equipment, supplies and facilities of the City; provided further, that in addition thereto, the City shall have the power to annually levy and collect taxes each year commencing on December 1, 1984 in an amount not to exceed one-tenth ($1/10$) of one (1) per centum of the assessed value of all real and personal property subject to taxation in the City for the sole and exclusive purpose of providing additional revenues for library personnel, equipment, supplies and library facilities of the City; provided further, that in addition thereto, the City shall have the power to annually levy and collect taxes each year commencing on December 1, 1990 in an amount not to exceed sixty-three one-thousandths ($63/1000$) of one (1) per centum of the assessed value of all real and personal property subject to taxation in the City for the sole purpose of defraying City expenses and liabilities for the collection and disposal activities required for curbside recycling and yard waste composting programs; provided further, that in addition thereto, the City shall have the power to annually levy and collect taxes each year commencing on December 1, 1999 in an amount not to exceed four-fiftieths ($4/50$) of one (1) per centum of the taxable value of all real and personal property subject to taxation in the City for the sole purpose of providing additional revenues for the establishment of a community recreation center and for recreation personnel, equipment, supplies, operations and facilities in the City; provided further, that in addition thereto, the City shall have the power to annually levy and collect taxes each year for a ten year period commencing on December 1, 2002 in an amount not to exceed eighty-nine one-thousandths ($89/1000$) of one (1) per centum of the taxable value of all real and personal property subject to taxation in the City for the sole purpose of providing additional revenues for repairing or replacing public roads, sidewalks and trees within the City; provided, further, that in addition thereto, the City shall have the power, only if the City first withdraws from the Wayne County Transportation Authority (which funds are currently used in part for the operation of the Suburban Mobility Authority for Regional Transportation [SMART]), to annually levy and collect taxes each year commencing on July 1, 2006 in an amount not to exceed five one-hundredths ($5/100$) of one (1) per centum of the taxable value of all real and personal property subject to taxation in the City for the sole purpose of providing additional revenues for the City's community transit program and capital improvements within the City; provided further, that in addition thereto, the City shall have the power to annually levy and collect taxes each year for a five year period, commencing on December 1, 2011 in an amount not to exceed one hundred seventy one-thousandths ($170/1000$) of one (1) per centum of the taxable value of all real and personal property subject to taxation in the City for the sole purpose of providing additional revenues for police and fire personnel and support costs in the City; provided further, that in addition thereto, the City shall have the power to annually levy and collect taxes each year for a five year period,

commencing on December 1, 2011 in an amount not to exceed twenty-five one-thousandths (25/1000) of one (1) per centum of the taxable value of all real and personal property subject to taxation in the City for the sole purpose of providing additional revenues for staff, maintenance, and support costs for cultural and senior services in the City, including the Livonia Senior Center and Greenmead Historical Village; provided, further, that in addition thereto, the City shall have the power to annually levy and collect taxes each year for a ten year period commencing on December 1, 2012 in an amount not to exceed eighty-nine one-thousandths (89/1000) of one (1) per centum of the taxable value of all real and personal property subject to taxation in the City for the sole purpose of providing additional revenues for repairing or replacing public records, sidewalks and trees within the City; provided, further, that in addition thereto, the City shall have the power to annually levy and collect taxes each year for a ten year period commencing on December 1, 2022 in an amount not to exceed eighty-nine one-thousandths (89/1000) of one (1) per centum of the taxable value of all real and personal property subject to taxation in the City for the sole purpose of providing additional revenues for repairing or replacing public roads, sidewalks and trees within the City.

RESOLVED FURTHER, that the provisions of the existing section of the Charter of the City of Livonia which is altered, abrogated or affected by this proposal, if adopted, now reads as follows:

CHAPTER VIII GENERAL TAXATION

Section 1. Power to Tax; Tax Limit. The City shall have the power to annually levy and collect taxes for municipal purposes, but such levy shall not exceed one-half (1/2) of one (1) per centum of the assessed value of all real and personal property subject to taxation in the City; provided, however, that in addition thereto the City shall have the power to annually levy and collect taxes each year, commencing on December 1, 1965, in an amount not to exceed one-tenth (1/10) of one (1) per centum of the assessed value of all real and personal property subject to taxation in the City for the sole and exclusive purpose of providing additional revenues for police protection and law enforcement personnel, equipment, supplies and facilities of the City; provided further, that in addition thereto, the City shall have the power to annually levy and collect taxes each year commencing on December 1, 1978 in an amount not to exceed fifteen one-hundredths (15/100) of one (1) per centum of the assessed value of all real and personal property subject to taxation in the City for the sole and exclusive purpose of providing additional revenues for fire, police and snow removal personnel, equipment, supplies and facilities of the City; provided further, that in addition thereto, the City shall have the power to annually levy and collect taxes each year commencing on December 1, 1984 in an amount not to exceed one-tenth (1/10) of one (1) per centum of the assessed value of all real and personal property subject to taxation in the City for the sole and exclusive purpose of providing additional revenues for library personnel, equipment, supplies and

library facilities of the City; provided further, that in addition thereto, the City shall have the power to annually levy and collect taxes each year commencing on December 1, 1990 in an amount not to exceed sixty-three one-thousandths ($63/1000$) of one (1) per centum of the assessed value of all real and personal property subject to taxation in the City for the sole purpose of defraying City expenses and liabilities for the collection and disposal activities required for curbside recycling and yard waste composting programs; provided further, that in addition thereto, the City shall have the power to annually levy and collect taxes each year commencing on December 1, 1999 in an amount not to exceed four-fiftieths ($4/50$) of one (1) per centum of the taxable value of all real and personal property subject to taxation in the City for the sole purpose of providing additional revenues for the establishment of a community recreation center and for recreation personnel, equipment, supplies, operations and facilities in the City; provided further, that in addition thereto, the City shall have the power to annually levy and collect taxes each year for a ten year period commencing on December 1, 2012 in an amount not to exceed eighty-nine one-thousandths ($89/1000$) of one (1) per centum of the taxable value of all real and personal property subject to taxation in the City for the sole purpose of providing additional revenues for repairing or replacing public roads, sidewalks and trees within the City; provided, further, that in addition thereto, the City shall have the power, only if the City first withdraws from the Wayne County Transportation Authority (which funds are currently used in part for the operation of the Suburban Mobility Authority for Regional Transportation [SMART]), to annually levy and collect taxes each year commencing on July 1, 2006 in an amount not to exceed five one-hundredths ($5/100$) of one (1) per centum of the taxable value of all real and personal property subject to taxation in the City for the sole purpose of providing additional revenues for the City's community transit program and capital improvements within the City; provided further, that in addition thereto, the City shall have the power to annually levy and collect taxes each year for a five year period, commencing on December 1, 2011 in an amount not to exceed one hundred seventy one-thousandths ($170/1000$) of one (1) per centum of the taxable value of all real and personal property subject to taxation in the City for the sole purpose of providing additional revenues for police and fire personnel and support costs in the City; provided further, that in addition thereto, the City shall have the power to annually levy and collect taxes each year for a five year period, commencing on December 1, 2011 in an amount not to exceed twenty-five one-thousandths ($25/1000$) of one (1) per centum of the taxable value of all real and personal property subject to taxation in the City for the sole purpose of providing additional revenues for staff, maintenance, and support costs for cultural and senior services in the City, including the Livonia Senior Center and Greenmead Historical Village; provided, further, that in addition thereto, the City shall have the power to annually levy and collect taxes each year for a ten year period commencing on December 1, 2012 in an amount not to exceed eighty-nine one-thousandths ($89/1000$) of one (1) per centum of the taxable value of all real and personal property subject to taxation in the City for the sole purpose of

providing additional revenues for repairing or replacing public roads, sidewalks and trees within the City.

RESOLVED FURTHER, that the City Clerk shall forthwith transmit a copy of the proposed amendment to the Governor of the State of Michigan for his approval and transmit a copy of the such proposed amendment to the Attorney General of the State of Michigan for his approval as provided by law.

RESOLVED FURTHER, that the proposed Charter amendment shall be and the same is ordered to be submitted to the qualified electors of the City at a Special City Election to be held on August 2, 2022, and the City Clerk is hereby directed to give notice of election and notice of registration therefore in the manner prescribed by law and to do all things and to provide all supplies necessary to submit such proposed Charter amendment to the vote of the electors as required by law.

RESOLVED FURTHER, that Tuesday, August 2, 2022 is hereby designated as the date for holding a Special Election on the proposed Charter amendment and question.

RESOLVED FURTHER, that the proposed amendment shall be submitted to the electors in the following form, to wit:

To maintain, repair, and replace public roads, sidewalks, and certain right-of-way trees in Livonia, shall Chapter VIII, Section 1 of the City Charter be amended to renew the levy and collection annually for ten years commencing December 1, 2022, a tax not exceeding 0.89 of 1 mill? Estimated revenue from 0.89 of 1 mill would be approximately \$_____ when first levied in 2022.

Yes / ☐ /

No / ☐ /

RESOLVED FURTHER, that the proposed amendment shall be published in full, together with the existing Charter provisions altered, abrogated or affected thereby, at least once in the official newspaper of the City of Livonia at least ten (10) days prior to said Special City Election to be held on August 2, 2022.

RESOLVED FURTHER, that the City Clerk be and is hereby ordered and directed to post within the voting booths and in the polling places in which said election is conducted, a verbatim statement of said proposed amendment and to post and publish such other notices or copies of the proposed amendment pertaining to the submission of said amendment in said election as may be required by law and to do and perform all necessary acts in connection with such election as may be required by law.



LETTER TO THE LIVONIA CITY COUNCIL

13.

Council Office
January 24, 2022

MEETING DATE

Regular Meeting of
February 16, 2022

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

Committee of the Whole Meeting of January 26, 2022
a. Subject matter of the City's Road Millage renewal. (CR 03-21)

BACKGROUND

CR 03-22 RESOLVED, that upon the motion by Councilmember Brandon McCullough, seconded by Councilmember Rob Donovic, at the Regular Meeting held January 19 2022, the Council does hereby refer the subject matter of the City's Road millage to the Committee of the Whole for its report and recommendation.

RECOMMENDATION

To report the discussion from the Committee of the Whole Meeting of January 26, 2022, regarding the subject matter of City's Road Millage renewal.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. CofW012622 Min - Item a
2. CofW012622 Roads Millage 2022
3. LTC: CofW012622
4. R011922 Subject matter of the City's Road Millage CR 03-22

APPROVED BY

COMMITTEE OF THE WHOLE WEDNESDAY, JANUARY 26, 2022

A Committee of the Whole meeting was held on Wednesday, January 26, 2022 in the Council Chambers in City Hall.

Committee Members Present: Jim Jolly, Council President and Chair
Scott Bahr
Rob Donovic
Kathleen E. McIntyre
Scott Morgan

Committee Members Absent: Laura Toy, Council Vice President
Brandon McCullough

City Officials and Others Present: Maureen Miller Brosnan, Mayor
Susan M. Nash, City Clerk
Lynda Scheel, City Treasurer
Paul Bernier, City Attorney
Mike Slater, Finance Director
Don Rohraff, Director of Public Works
Todd Zilincik, City Engineer
LaShawn Thomas, Director of Governmental Affairs
Jeannine Liable, Director of Human Resources

Additional Attendees:

The meeting convened at 7:00 p.m.



1. CR 03-22 Subject matter of the City's Road Millage renewal.

The meeting was led by President Jim Jolly.

Mayor Maureen Miller Brosnan gave a presentation regarding the road millage renewal, providing a timeline with August 2, 2022, as the election date for the millage.

A motion by Councilmember Scott Bahr was offered to refer this item to the Law Department to prepare the language.

The Committee recommends:

- The Law Department will prepare the language for this item.

Note: This item will be out of Committee.

This item is to be placed on the **Regular Meeting Agenda of February 16, 2022**

2. CR 375-21 Subject matter requesting an increase in compensation for the classification of Director of Administrative Services to align with the current salaries of Department Heads with similar responsibilities and to re-title the classification of Director of Administrative Services to Chief of Staff.

The meeting was led by President Jim Jolly.

Councilmember Scott Bahr gave a presentation regarding his position and concerns regarding the subject matter.

An overview was given regarding the administrative responsibilities, providing the changes from 2005 until now.

Justification of the changes in the step proposal was presented.

An approving resolution was offered by Councilmember Kathleen McIntyre for a new salary structure for this position.

An approving resolution was offered by Councilmember Kathleen McIntyre for a changed in title for this position.

The Committee recommends:

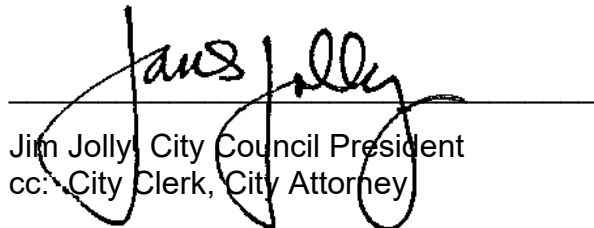
- An approving resolution for a new salary structure.
- An approving resolution for a changed in title.

Note: This item will be out of Committee.

This item is to be placed on the **Regular Meeting Agenda of February 16, 2022**

The meeting was adjourned at 7:47 p.m.

Respectfully submitted,



Jim Jolly, City Council President
cc: City Clerk, City Attorney



Roads Millage Renewal 2022

Importance of Roads

- The quality of a community's roads are vital to its standard of living, the spirit of its neighborhoods and the strength of its local economy.
- A neighborhood's streets are essential for safety, building a sense of community and growing property values.



The City of Livonia's Role

- The City of Livonia is responsible for 373 miles of roadway. This includes:
 - 60.5 miles of major streets
 - 312.4 miles of local streets

Wayne County is responsible for road maintenance on the bulk of the City's major roads, including:

- Ann Arbor Road
- Eight Mile Road
- Farmington Road
- Five Mile Road
- Grand River Avenue
- I-275
- I-96
- Inkster Road
- Joy Road
- Haggerty Road
- Middle Belt Road
- Merriman Road
- Plymouth Road
- Seven Mile Road
- Six Mile Road
- Wayne Road (South of Plymouth)

Roads Millage Renewal Background

- This August, the City of Livonia is seeking voters' approval of a renewal of its 10-year roads millage.
- A renewal means that the City is requesting the current millage rate be extended for the next 10 years.
- Livonia voters approved roads millage requests in 2002 and 2012.



Roads Millage Rate

Tax Year(s)	Effective Millage Rates
2002-03	0.8900
2004-16	0.8893
2017	0.8868
2018	0.8864
2019	0.8838
2020	0.8805
2021-22	0.8773
Proposed Rate	0.89

The administration is proposing a renewal that maintains the existing millage rate (0.89), which was the rate approved in 2012.

Decreases in the millage rate are sometimes dictated by Headlee Amendment rollbacks.

Delivering Results

Over the last nine years, the roads millage has funded.....



74

Miles of road
construction



5,463

Sidewalk
replacements



4,950

Trees planted in
right-of-ways

Delivering Results

Over the last nine years, the millage has raised \$3,552,000 annually, roughly half of what the City spends each year on roads. On average, the millage helps fund:



8.23

Miles of road
construction
annually



607

Sidewalk
replacements
every year



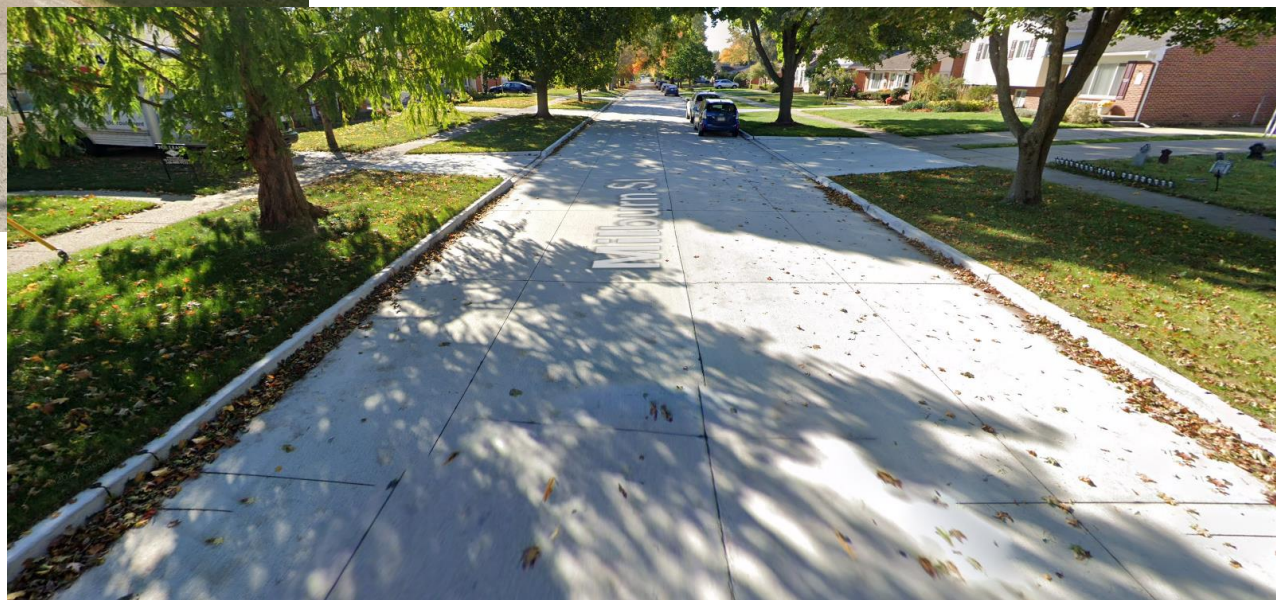
550

Trees planted
each year in
right-of-ways

Delivering Results



Milburn and Seven Mile



Delivering Results

Roycroft and Williams



Delivering Results



Pembroke and Sunbury



Delivering Results

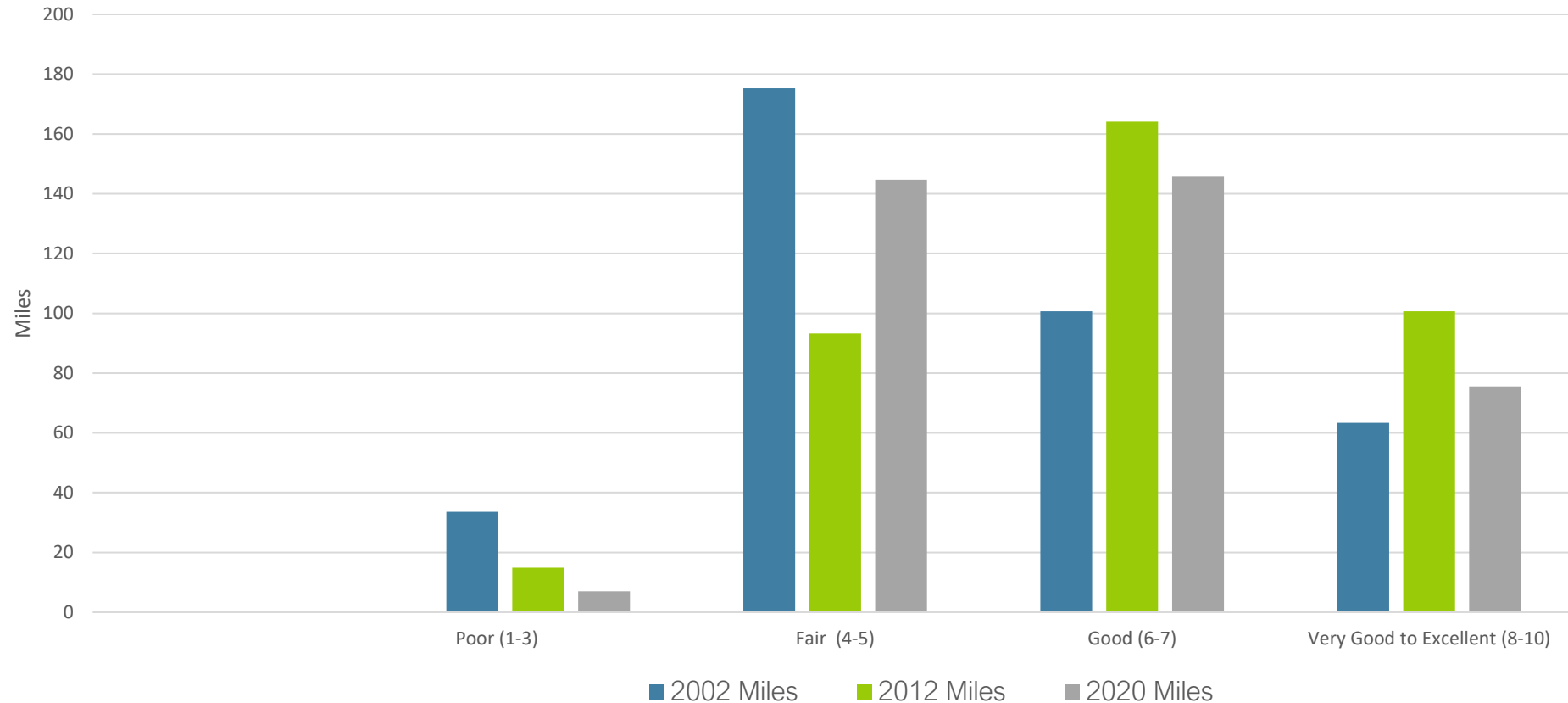


Fairway and Bennett



PASER Ratings

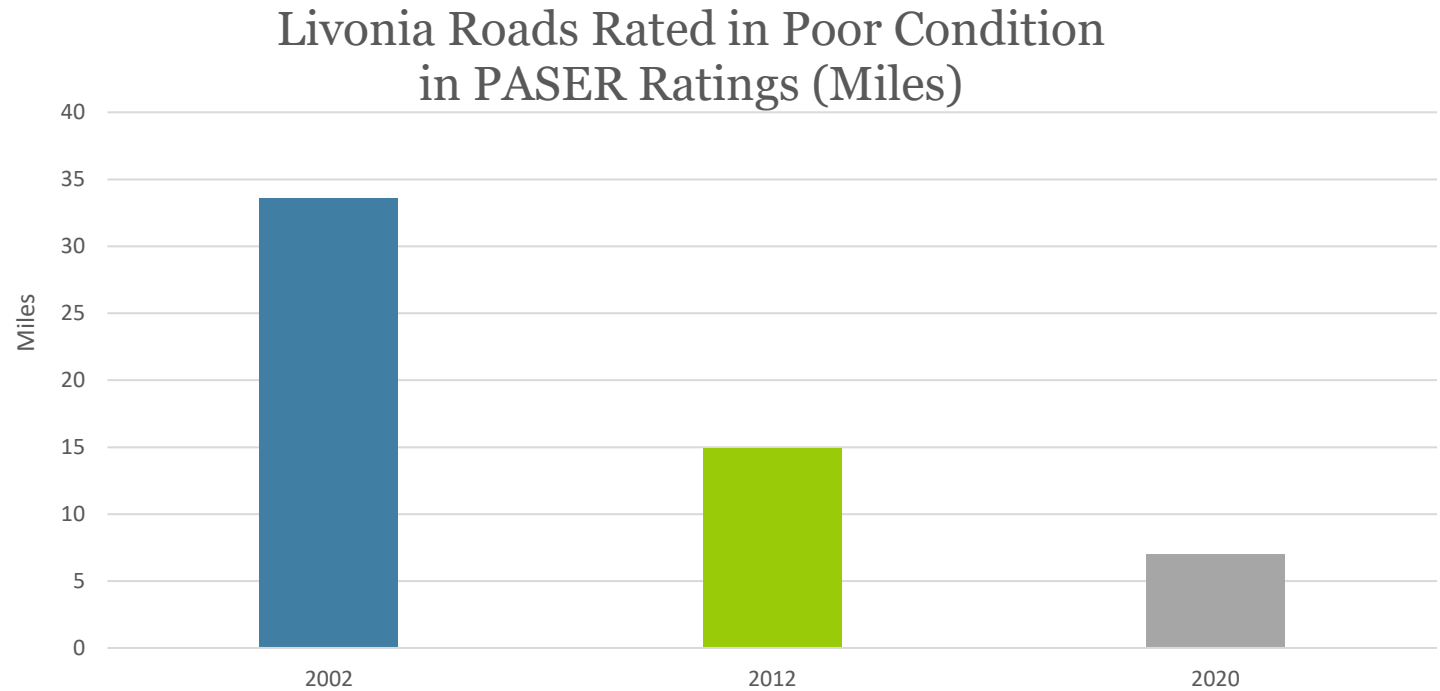
PASER Ratings of Livonia Roads from 2002-2020



Please note: Data as of 2020 listed above does not include any projects completed in 2021. Livonia Department of Public Works personnel will conduct another PASER analysis of City roads this year.

Delivering Results

Over the last 20 years, the roads millage has helped reduce the miles of Livonia roads rated in poor condition by 80%.



2022 Planned Reconstruction Projects

Street Name	From	To	Section	Pavement Type	PASER Rating
Brentwood Avenue	Pembroke Avenue	Eight Mile Road	1	Concrete	4,5
Ellen Drive	Morlock Avenue	Eight Mile Road	4	Concrete	4
Bennett Avenue	Westbrooke Drive	Parklane Drive	8	Concrete	3
Wood Drive	265' West of Fairlane Drive	Fairlane Drive	16	Concrete	4
Sussex Street	Fitzgerald Street	Ladywood Road	17	Concrete	4,5
Wood Drive	Park Drive	Ronnie Lane	17	Concrete	4
Jamison/Richfield Int.	West of Newburgh Road		19	Concrete	4,5,6
Jamison Avenue	West End	Country Club Drive	20	Concrete	4,5
Lyndon Avenue	325' East of Stark Road	Farmington Road	21	Concrete	4,5
Jamison/Berwick Int.	South of Five Mile Road		22	Concrete	5
Beatrice Avenue	Lyndon Avenue	Lori Avenue	23	Concrete	4
Beatrice Avenue	Oakview Avenue	Lyndon Avenue	23	Concrete	5
Oakview Avenue	Jacquelyn Drive	175' North of Jacquelyn Drive	23	Concrete	4
Jacquelyn Drive	Oakview Avenue	925' East of Oakview Avenue	23	Concrete	4
Brentwood Drive	Meadowlark Street	260' North of Meadowlark	24	Concrete	5
Jacquelyn Drive	Alexander Street	Brentwood Drive	24	Concrete	4,5
Eastbound Schoolcraft	450' West of Merriman Road	Merriman Road	27	Concrete	4
Graytona Avenue	Surrey Avenue	Farmington Road	28	Concrete	4
Surrey Avenue	200' South of Graytona Ave.	200' North of Graytona Ave.	28	Concrete	4
Wayne Road East Side	Glendale Avenue	Industrial Road	28	Concrete	3
Industrial Road	Wayne Road	Fairlane Avenue	28	Concrete	3
Industrial Road	400' East of Newburgh Road	800' East of Newburgh Road	29	Concrete	4
Perrin Drive	Joy Road	Olson Avenue	35	Concrete	4

2022 Planned Rehabilitation and Maintenance Projects

Street Name	From	To	Section	Pavement Type	PASER Rating	Type of Treatment
St. Francis	Bridge Avenue	End	1	Asphalt	4,5	Rehabilitation
Hardy	Ingram	Bretton Road	3	Concrete	6	Maintenance
Hubbard Road	Norfolk Avenue	Eight Mile Road	3	Asphalt	4	Rehabilitation
Mayfield Road	Pembroke Avenue	Eight Mile Road	3	Asphalt	4	Rehabilitation
Shadyside Road	700' South of Norfolk Ave.	Eight Mile Road	3	Asphalt	4	Rehabilitation
Wayne Road	Curtis Avenue	Seven Mile Road	8	Asphalt	4,5,6	Rehabilitation
Clarita Avenue	Stamford Avenue	Farmington Road	9	Asphalt	3,4	Rehabilitation
Curtis Avenue	Wayne Road	End	9	Asphalt	4,5	Rehabilitation
Filmore Avenue	Curtis Avenue	Pickford Avenue	9	Asphalt	4,5,6	Rehabilitation
Filmore Avenue	Pickford Avenue	Seven Mile Road	9	Asphalt	4	Rehabilitation
Irving Boulevard	Filmore Avenue	Pickford Avenue	9	Asphalt	5	Rehabilitation
Irving Boulevard	Pickford Avenue	Seven Mile Road	9	Asphalt	4,5	Rehabilitation
Myron Avenue	Curtis Road	Pickford Avenue	9	Asphalt	5	Rehabilitation
Myron Avenue	Pickford Avenue	Seven Mile Road	9	Asphalt	5	Rehabilitation
Norwich Road	Curtis Avenue	Whitby Road	9	Asphalt	4,5	Rehabilitation
Pickford Avenue	Myron Avenue	Farmington Road	9	Asphalt	6	Rehabilitation
Stamford Avenue	Curtis Avenue	Pickford Avenue	9	Asphalt	5	Rehabilitation
Stamford Avenue	Clarita Avenue	End	9	Asphalt	4	Rehabilitation
Whitby Road	Curtis Avenue	Norwich Road	9	Asphalt	4,5	Rehabilitation
Bainbridge Avenue	150' South of Hillbrook Avenue	Seven Mile Road	11	Asphalt	4,5,6	Rehabilitation
Hillbrook Avenue	1,000' West of Bainbridge Ave.	Bainbridge Avenue	11	Asphalt	5	Rehabilitation
Grimm Avenue	South End	Pickford Avenue	12	Asphalt	4	Rehabilitation
Maplewood Avenue	Clarita Avenue	Seven Mile Road	12	Asphalt	4	Rehabilitation
Pickford Avenue	Grimm Avenue	East End	12	Asphalt	4,5	Rehabilitation
Hidden Lane	Five Mile Road	North End	14	Asphalt	4	Rehabilitation
Henry Ruff	Rayburn Avenue	Puritan Avenue	14	Asphalt	4,5	Rehabilitation
Bredin Court	Lyndon Avenue	North End	23	Asphalt	4	Rehabilitation
Oakview Avenue	175' North of Jaquelyn Avenue	Middlebelt Road	23	Concrete	5,6	Maintenance
Jacquelyn Drive	925' East of of Oakview Avenue	Oakview Avenue	23	Concrete	5	Maintenance
Grantland Avenue	West End	Newburgh Road	30	Asphalt	4	Rehabilitation
Jarvis Avenue	South End	Plymouth Road	30	Asphalt	4	Rehabilitation
Hathaway Avenue	Stark Road	Farmuington Road	33	Asphalt	4	Rehabilitation
Caliburn Drive	Glastonbury Drive	Newburgh Road	7	Concrete	5,6	Maintenance
Seven Mile Service Dr.	625' West Glen Eagles Dr.	475 East of Levan Road	8	Concrete	5	Maintenance
Seven Mile Service Dr.	120' West of Parklane Dr.	140' East of Parklane Dr.	8	Concrete	5,6	Maintenance
Pickford Court	West End	Wayne Road	8	Concrete	6	Maintenance
Rayburn Avenue	Middlebelt Road	Garden Avenue	13	Concrete	5	Maintenance
Riverside Drive	Perth Avenue	Riverside Drive	21	Concrete	5	Maintenance

Subject to change

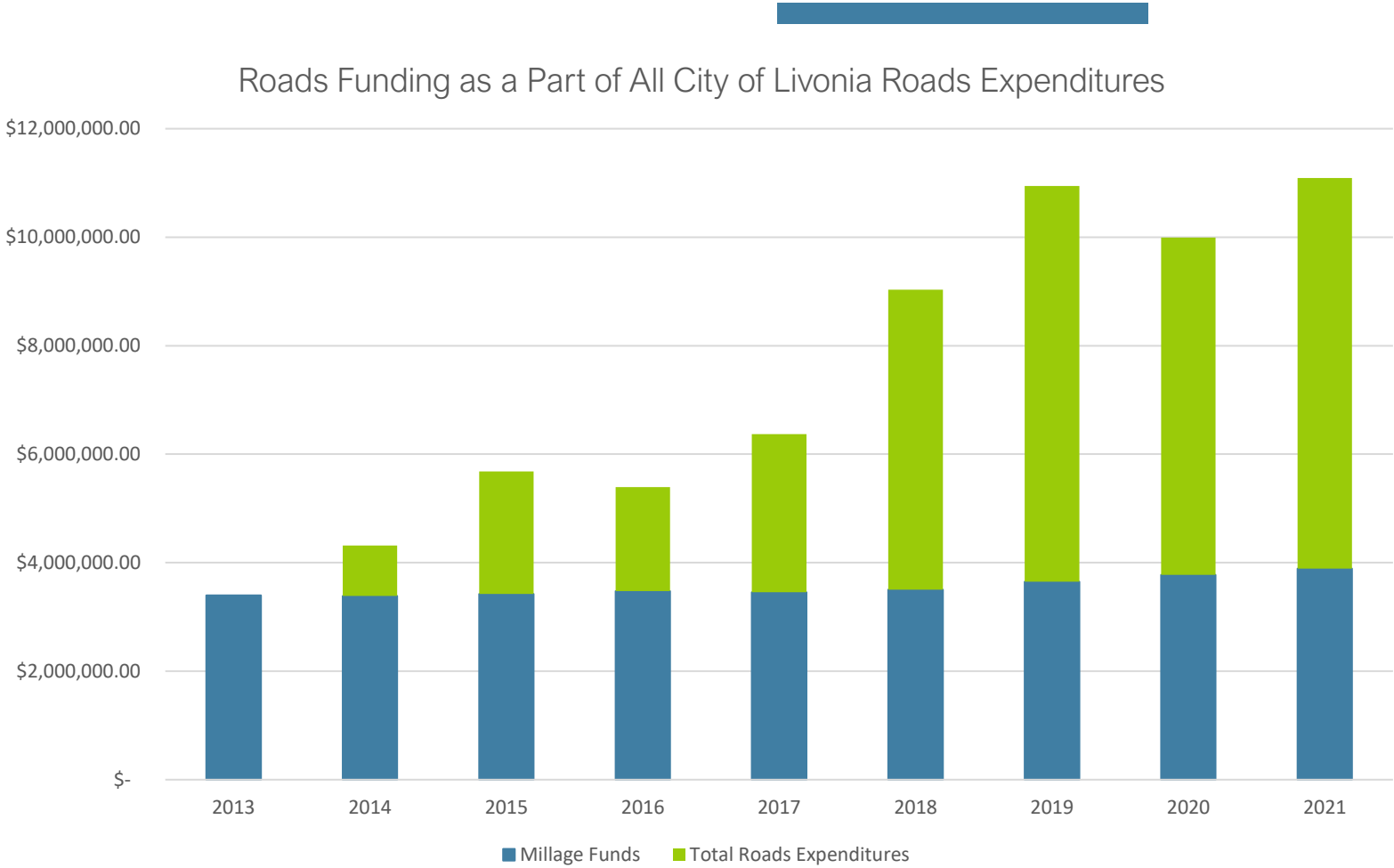
Millage Rate

Cost per average household at the existing effective millage rate (0.8773 mills)

Year	Annual Cost	Monthly Cost
FY 2021	\$74.32	\$6.19
FY 2022	\$76.77	\$6.40

** Annual and monthly costs increase as property values in Livonia continue to rise.*

Millage Dollars



While state dollars and grant funding comes and goes, the roads millage ensures local road construction and maintenance continues regardless of outside investment.

Schedule for August 2022 Election

- February 2022 – Regular meeting for voting on the language for 10-year millage renewal
- March 2022 – Send language to Michigan Attorney General for approval
- April 26, 2022 - Deadline for approval by Attorney General
- August 2, 2022 - Election Day – Vote takes place

Q&A

Q: Doesn't Livonia get state funding for roads?

A: Yes, Livonia receives Act 51 funding, generated through gas taxes. However, this funding is inadequate to addressing Livonia's road construction and maintenance needs. Act 51 funding is also pulled in other directions: to pay for snow plowing services and to provide local match dollars for federal or state projects.

Q&A

Q: What happens if the millage is not renewed?

A: Livonia would not have sufficient funds to continue current levels of road improvements. Through Act 51 funding, the City would only be able to perform limited improvements.

- Road construction projects would be funded through Special Assessment Districts (SAD) approved by residents and business owners on affected streets.
- Sidewalk flags within the City right-of-way that are heaved by City trees would be responsibility of the homeowner to repair at their expense.
- Fewer trees would be planted in the City right-of-way to replace dead, diseased or storm-damaged trees.

Q&A

Q: What efficiencies have been implemented?

A: We have improved our program by:

- Replacing short-term improvements with longer-lasting fixes.
- Implementing regional paving projects
- Coordinating road, sidewalk, tree and water main projects to reduce disturbance to neighborhoods.
- Using available dollars as matching funds to obtain Federal Aid funds on local jurisdiction roads (e.g., Ann Arbor Trail in 2019)
- Completing selective slab repair requests with other identified entire street segments under a separate contract.

Q&A

Q: How are construction projects selected for repair/reconstruction when millage dollars are used?

A: Livonia's Department of Public Works administration drives all 373 miles of City roads and evaluates them according to the PASER (Pavement Surface Evaluation Rating) system. Their recommendations go before the nine-member Citizen Road Advisory Committee. Resident road requests are compiled, public meetings are held, and additional input is encouraged before the Citizen Committee approves the annual road projects.



LETTER TO THE LIVONIA CITY COUNCIL

1.

Council Office
January 12, 2022

MEETING DATE

Committee of the Whole
January 26, 2022

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

Subject matter of the City's Road Millage renewal. (CR 03-21)

BACKGROUND

CR 03-22 RESOLVED, that upon the motion by Councilmember Brandon McCullough, seconded by Councilmember Rob Donovic, at the Regular Meeting held January 19 2022, the Council does hereby refer the subject matter of the City's Road millage to the Committee of the Whole for its report and recommendation.

RECOMMENDATION

To discuss the City's Road millage.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

None

APPROVED BY

On a motion by McCullough, seconded by Donovic, and unanimously adopted, it was:

#03-22 RESOLVED, that upon the motion by Councilmember Brandon McCullough, seconded by Councilmember Rob Donovic, at the Regular Meeting held January 19, 2022, the Council does hereby refer the subject matter of the City's Road Millage to the Committee of the Whole for its report and recommendation.

<i>RESOLUTION REQUESTED BY COUNCIL (Regular Meeting of January 19,2022)</i> REFER TO COMMITTEE OF THE WHOLE

Motion by:	McCullough
Seconded by:	Donovic
ROLL CALL:	
Ayes:	Bahr, Donovic, Morgan, McCullough, McIntyre, Jolly
Nays:	None
Absent:	Toy



LETTER TO THE LIVONIA CITY COUNCIL

Civil Service
January 24, 2022

MEETING DATE

Regular Meeting of
February 16, 2022

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

b. Subject matter requesting an increase in compensation for the classification of Director of Administrative Services to align with the current salaries of Department Heads with similar responsibilities and to re-title the classification of Director of Administrative Services to Chief of Staff. (CR 375-21)

BACKGROUND

CR 375-21 RESOLVED, that having considered a communication from Mayor Maureen Miller Brosnan, dated November 19, 2021, requesting an increase in compensation for the classification of Director of Administrative Services to align with the current salaries of Department Heads with similar responsibilities and to re-title the classification of Director of Administrative Services to Chief of Staff, the Council does hereby refer this item to the Committee of the Whole for its report and recommendation.

RECOMMENDATION

To report the discussion from the Committee of the Whole Meeting of January 26, 2022, regarding the subject matter of the increase in compensation for the classification of Director of Administrative Services to align with the current salaries of Department Heads with similar responsibilities and to re-title the classification of Director of Administrative Services to Chief of Staff.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. CofW012622 Min - Item b
2. LTC: CofW012622
3. R121321 Subject matter of increased salary of Dir of Admin Services and title change to CofW CR 375-21
4. Packet to Council Transmitting Chief of Staff Salary Increase
5. LTC: R121321

APPROVED BY

COMMITTEE OF THE WHOLE WEDNESDAY, JANUARY 26, 2022

A Committee of the Whole meeting was held on Wednesday, January 26, 2022 in the Council Chambers in City Hall.

Committee Members Present: Jim Jolly, Council President and Chair
Scott Bahr
Rob Donovic
Kathleen E. McIntyre
Scott Morgan

Committee Members Absent: Laura Toy, Council Vice President
Brandon McCullough

City Officials and Others Present: Maureen Miller Brosnan, Mayor
Susan M. Nash, City Clerk
Lynda Scheel, City Treasurer
Paul Bernier, City Attorney
Mike Slater, Finance Director
Don Rohraff, Director of Public Works
Todd Zilincik, City Engineer
LaShawn Thomas, Director of Governmental Affairs
Jeannine Liable, Director of Human Resources

Additional Attendees:

The meeting convened at 7:00 p.m.

1. CR 03-22 Subject matter of the City's Road Millage renewal.

The meeting was led by President Jim Jolly.

Mayor Maureen Miller Brosnan gave a presentation regarding the road millage renewal, providing a timeline with August 2, 2022, as the election date for the millage.

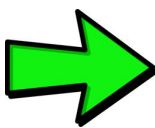
A motion by Councilmember Scott Bahr was offered to refer this item to the Law Department to prepare the language.

The Committee recommends:

- The Law Department will prepare the language for this item.

Note: This item will be out of Committee.

This item is to be placed on the **Regular Meeting Agenda of February 16, 2022**



2. CR 375-21 Subject matter requesting an increase in compensation for the classification of Director of Administrative Services to align with the current salaries of Department Heads with similar responsibilities and to re-title the classification of Director of Administrative Services to Chief of Staff.

The meeting was led by President Jim Jolly.

Councilmember Scott Bahr gave a presentation regarding his position and concerns regarding the subject matter.

An overview was given regarding the administrative responsibilities, providing the changes from 2005 until now.

Justification of the changes in the step proposal was presented.

An approving resolution was offered by Councilmember Kathleen McIntyre for a new salary structure for this position.

An approving resolution was offered by Councilmember Kathleen McIntyre for a changed in title for this position.

The Committee recommends:

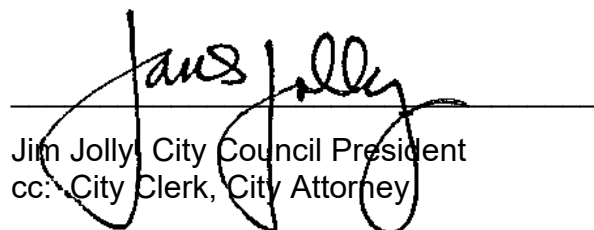
- An approving resolution for a new salary structure.
- An approving resolution for a changed in title.

Note: This item will be out of Committee.

This item is to be placed on the **Regular Meeting Agenda of February 16, 2022**

The meeting was adjourned at 7:47 p.m.

Respectfully submitted,



Jim Jolly, City Council President
cc: City Clerk, City Attorney



LETTER TO THE LIVONIA CITY COUNCIL

2.

Civil Service
January 12, 2022

MEETING DATE

Committee of the Whole
January 26, 2022

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

Subject matter requesting an increase in compensation for the classification of Director of Administrative Services to align with the current salaries of Department Heads with similar responsibilities and to re-title the classification of Director of Administrative Services to Chief of Staff. (CR 375-21)

BACKGROUND

CR 375-21 RESOLVED, that having considered a communication from Mayor Maureen Miller Brosnan, dated November 19, 2021, requesting an increase in compensation for the classification of Director of Administrative Services to align with the current salaries of Department Heads with similar responsibilities and to re-title the classification of Director of Administrative Services to Chief of Staff, the Council does hereby refer this item to the Committee of the Whole for its report and recommendation.

RECOMMENDATION

To discuss the increase in compensation for the classification of Director of Administrative Services to align with the current salaries of Department Heads with similar responsibilities and to re-title the classification of Director of Administrative Services to Chief of Staff.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. R121321 Subject matter of increased salary of Dir of Admin Services and title change to CofW CR 375-21
2. Packet to Council Transmitting Chief of Staff Salary Increase
3. LTC: R121321

APPROVED BY

On a motion by Vice President Bahr, supported by White, and unanimously adopted, it was:

#375-21 RESOLVED, that having considered a communication from Mayor Maureen Miller Brosnan, dated November 19, 2021, requesting an increase in compensation for the classification of Director of Administrative Services to align with the current salaries of Department Heads with similar responsibilities and to re-title the classification of Director of Administrative Services to Chief of Staff, the Council does hereby refer this item to the Committee of the Whole for its report and recommendation.

<i>UNFINISHED BUSINESS ITEM 20 (Regular Meeting of December 13, 2021)</i>

Motion by:	Bahr
Seconded by:	White
ROLL CALL:	
Ayes:	Donovic, Jolly, Bahr, White, McCullough, McIntyre
Nays:	None
Absent:	Toy

On a motion by McCullough, supported by Jolly, it was:

RESOLVED, that having considered a communication from Mayor Maureen Miller Brosnan, dated November 19, 2021, requesting an increase in compensation for the classification of Director of Administrative Services to align with the current salaries of Department Heads with similar responsibilities and to re-title the classification of Director of Administrative Services to Chief of Staff, the Council does hereby approve the request made by the Mayor and the increase in compensation for the classification of Director of Administrative Services and to re-title the classification of Director of Administrative Services to Chief of Staff is hereby approved and authorized as outlined in the aforementioned communication and attachment thereto.

A roll call vote was taken on the foregoing motion with the following result:

AYES: Jolly and McCullough.

NAYS: Donovic, Bahr, White and McIntyre.

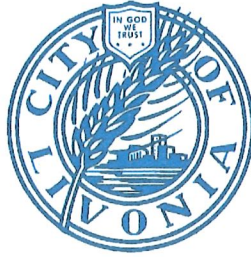
The President declared the **motion failed for lack of support.**

<i>UNFINISHED BUSINESS ITEM 20 (Regular Meeting of December 13, 2021)</i>

Motion by:	McCullough
Seconded by:	Jolly
ROLL CALL:	
Ayes:	Jolly, McCullough
Nays:	Donovic, Bahr, White, McIntyre
Absent:	Toy

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

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

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	
		HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
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)

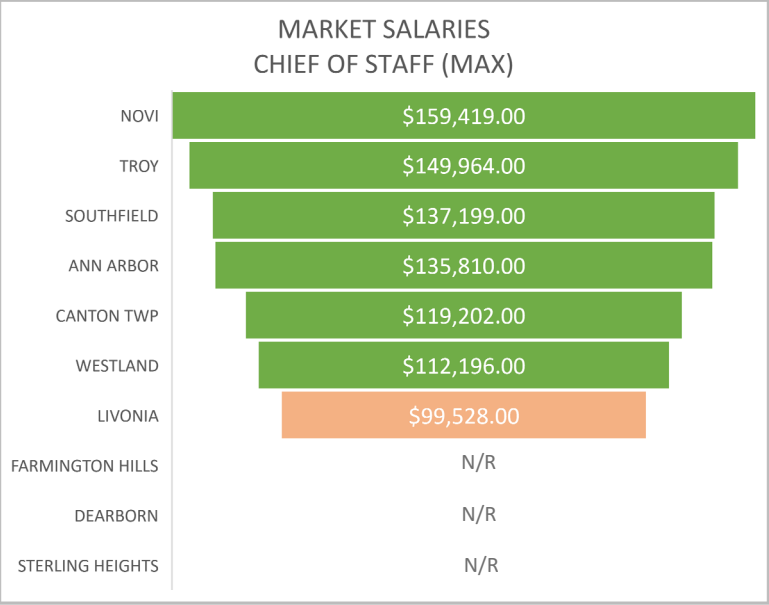
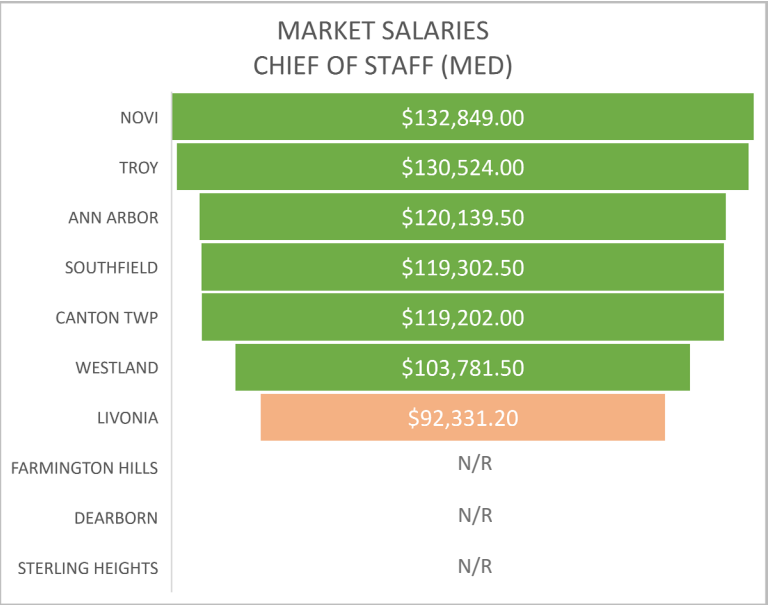
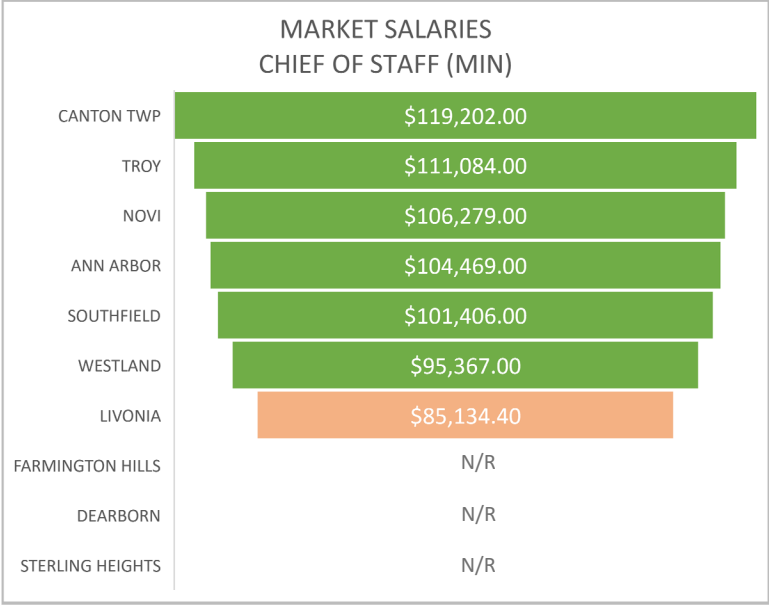
*The City of Warren did not respond to the survey
** Information provided by MML or CWW (No response from City)
N/R = No Response

**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



LETTER TO THE LIVONIA CITY COUNCIL

20.

Civil Service
December 2, 2021

MEETING DATE

December 1, 2021

PREPARED BY

Jillian Emmitt, Personnel Clerk

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



LETTER TO THE LIVONIA CITY COUNCIL

13.

Law
January 28, 2022

MEETING DATE

Study Meeting of February 16, 2022

PREPARED BY

Carol Driskill, Legal Stenographer II

AGENDA ITEM

PROPOSED AMENDMENT TO LIVONIA CODE OF ORDINANCE, AS AMENDED: Department of Law, re: to amend Chapter 08, Sections 020 and 030 (Department of Administrative Services) of Title 2 (Administration and Personnel) to create and establish a department under the direction of the Chief of Staff, to provide liaison between the Mayor and other administrative departments, the Council, and the community.

BACKGROUND

RECOMMENDATION

First Reading

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. Chief of Staff

APPROVED BY

Date: January 28, 2022

Paul Bernier, City Attorney

Date: February 03, 2022

Maureen Miller Brosnan, Mayor

**AN ORDINANCE AMENDING SECTIONS 020 and 030
OF CHAPTER 08 (DEPARTMENT OF ADMINISTRATIVE
SERVICES) OF TITLE 2 (ADMINISTRATION AND
PERSONNEL) OF THE LIVONIA CODE OF
ORDINANCES, AS AMENDED.**

THE CITY OF LIVONIA ORDAINS:

Section 1. Section 020 of Chapter 08 of Title 2 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

2.08.020 - Establishment and organization.

There is created and established in the city a department known as the "department of administrative services," which shall be under the direction of the Chief of Staff, who shall be responsible to the Mayor. The city council shall make the necessary appropriations annually to provide suitable quarters, facilities, equipment and personnel to carry on the work of the department. The Chief of Staff shall be appointed by the Mayor in accordance with the Charter provisions pertaining to directors of departments, and shall receive such compensation as from time to time may be fixed by the council.

Section 2. Section 030 of Chapter 08 of Title 2 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

2.08.030 - Purpose—Director powers and duties.

The purpose of the department of administrative services shall be to provide liaison between the Mayor and other administrative departments, the council, and the community; the department shall function pursuant to such procedures as are established by the Mayor, and the Chief of Staff shall perform such other duties and functions as are required by the Mayor.

Section 3. 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.

Proposed Amendment to Sections 020,
030 of Chapter 08 of Title 2 of the
Livonia Code of Ordinances – p 2

Section 4. 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 020 and 030
OF CHAPTER 08 (DEPARTMENT OF ADMINISTRATIVE
SERVICES) OF TITLE 2 (ADMINISTRATION AND
PERSONNEL) OF THE LIVONIA CODE OF
ORDINANCES, AS AMENDED.**

THE CITY OF LIVONIA ORDAINS:

Section 1. Section 020 of Chapter 08 of Title 2 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

2.08.020 - Establishment and organization.

There is created and established in the city a department known as the "department of administrative services," which shall be ~~in charge of a director under~~ the direction of the Chief of Staff, who shall be responsible to the Mayor. The city council shall make the necessary appropriations annually to provide suitable quarters, facilities, equipment and personnel to carry on the work of the department. The ~~director~~ Chief of Staff shall be appointed by the Mayor in accordance with the Charter provisions pertaining to directors of departments, and shall receive such compensation as from time to time may be fixed by the council.

Section 2. Section 030 of Chapter 08 of Title 2 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

2.08.030 - Purpose—Director powers and duties.

The purpose of the department of administrative services shall be to provide liaison between the Mayor and other administrative departments, the council, and the community; the department shall function pursuant to such procedures as are established by the Mayor, and the ~~director~~ Chief of Staff shall perform such other duties and functions as are required ~~of him~~ by the Mayor.

Section 3. 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.

Proposed Amendment to Sections 020,
030 of Chapter 08 of Title 2 of the
Livonia Code of Ordinances – p 2

Section 4. 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.

Bahr gave First Reading to the following Ordinance:

AN ORDINANCE AMENDING SECTION 035 OF TITLE 15, CHAPTER 56 (PERMITS AND INSPECTION FEES) 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 January 31,2022)</i> <i>FIRST READING GIVEN BY COUNCILMEMBER SCOTT BAHR</i>

Present:	Donovic, Morgan, McCullough, McIntyre, Bahr, Jolly
Absent:	Toy



LETTER TO THE LIVONIA CITY COUNCIL

15.

City Clerk
February 1, 2022

MEETING DATE

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

ROLL CALL: Proposed Amendment to the Livonia Code of Ordinances, as amended: Planning and Economic Development Department, re: to amend Section 15.56 Section 035 (Permits and Inspection Fees), to add and revise Zoning Fees, including Zoning Board of Appeals Fees, Site Plan Review Application Fees, Waiver and Conditional Use Fees, Appeal to City Council Fee, and Zoning Amendment Fees, and to comport with Livonia Vision 21 Zoning Ordinance.

First Reading given by Council Member Scott Bahr on Monday, January 31, 2022.

BACKGROUND

RECOMMENDATION

FISCAL CONSIDERATION

ATTACHMENTS

None

APPROVED BY



LETTER TO THE LIVONIA CITY COUNCIL

10.

Planning
January 20, 2022

MEETING DATE

Regular Meeting of
January 31, 2022

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES, AS AMENDED: Planning and Economic Development Department, re: to amend Chapter 15.56 Section 035 (Permits and Inspection Fees), to add and revise Zoning Fees, including Zoning Board of Appeals Fees, Site Plan Review Application Fees, Waiver and Conditional Use Fees, Appeal to City Council Fee, and Zoning Amendment Fees, and to comport with Livonia Vision 21 Zoning Ordinance.

BACKGROUND

This proposed amendment to the Code of Ordinances seeks to consolidate all fees associated with the review of zoning and land use petitions into a single schedule. Chapter 15.56 currently establishes fees for permits and inspections, including certain zoning fees. Previously, under Zoning Ordinance No. 543, the fees associated with the review of site plans, waiver uses, zoning variances, wireless communication facilities, and planned developments were established under each of the various regulating articles and sections. This not only made finding the information more difficult, but also required more time and effort to periodically update the fees. For these reasons, and in keeping with the approach recommended by the Finance Department, all zoning and land use-related review fees would now become a part of the Code of Ordinances as opposed to the Zoning Ordinance. All fees being added to Chapter 15 are properly cross-referenced in the Livonia Vision 21 Zoning Ordinance.

RECOMMENDATION

First Reading

FISCAL CONSIDERATION

ATTACHMENTS

1. 15.56 .035 - Zoning Fees
2. LTC: S011922

APPROVED BY



Date: December 27, 2021

Mark Taormina, Planning and Economic Development Director



Date: December 28, 2021

Maureen Miller Brosnan, Mayor

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 19, 2022**

10

Meeting was called to order at 9:07 p.m. by President Jim Jolly. Present: Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre and President Jim Jolly. Absent: Vice President Laura Toy.

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, Dave Heavener, Fire Chief, Josh Sabo, Director of Community Resources, Doug Moore, Assistant Director of Public Works.

10. PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES, AS AMENDED: Planning and Economic Development Department, re: to amend Chapter 15.56 Section 035 (Permits and Inspection Fees), to add and revise Zoning Fees, including Zoning Board of Appeals Fees, Site Plan Review Application Fees, Waiver and Conditional Use Fees, Appeal to City Council Fee, and Zoning Amendment Fees, and to comport with Livonia Vision 21 Zoning Ordinance.

Mark Taormina, Planning and Economic Development Director, presented the request to Council. This will consolidate all of the fees associated with Planning, Land Development and Zoning under a single Chapter. This will comport with the new Zoning Ordinance. In most cases, the fees will remain unchanged, however, for the ZBA, the flat fee of \$450 would replace the previous fee schedule, ranging from \$150 to \$500, depending on the nature of the request. The proposed change will more accurately reflect the actual cost of Inspection and Law Departments involved in the Zoning Board cases. Placing all of the fees into a single section will be more consistent and easier to reference and locate.

Scott Bahr offered FIRST READ on the Regular Agenda.

DIRECTION:

FIRST READ



LETTER TO THE LIVONIA CITY COUNCIL

10.

Planning
December 22, 2021

MEETING DATE

Study Meeting of
January 19, 2022

PREPARED BY

Stephanie Reece, Program Supervisor,

AGENDA ITEM

PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES, AS AMENDED: Planning and Economic Development Department, re: to amend Chapter 15.56 Section 035 (Permits and Inspection Fees), to add and revise Zoning Fees, including Zoning Board of Appeals Fees, Site Plan Review Application Fees, Waiver and Conditional Use Fees, Appeal to City Council Fee, and Zoning Amendment Fees, and to comport with Livonia Vision 21 Zoning Ordinance.

BACKGROUND

This proposed amendment to the Code of Ordinances seeks to consolidate all fees associated with the review of zoning and land use petitions into a single schedule. Chapter 15.56 currently establishes fees for permits and inspections, including certain zoning fees. Previously, under Zoning Ordinance No. 543, the fees associated with the review of site plans, waiver uses, zoning variances, wireless communication facilities, and planned developments were established under each of the various regulating articles and sections. This not only made finding the information more difficult, but also required more time and effort to periodically update the fees. For these reasons, and in keeping with the approach recommended by the Finance Department, all zoning and land use-related review fees would now become a part of the Code of Ordinances as opposed to the Zoning Ordinance. All fees being added to Chapter 15 are properly cross-referenced in the Livonia Vision 21 Zoning Ordinance.

RECOMMENDATION

Approval as submitted

FISCAL CONSIDERATION

ATTACHMENTS

1. 15.56 .035 - Zoning Fees

APPROVED BY



Date: December 27,
2021

Mark Taormina, Planning and Economic Development
Director



Date: December 28,
2021

Maureen Miller Brosnan, Mayor

**AN ORDINANCE AMENDING SECTION 035 OF TITLE
15, CHAPTER 56 (PERMITS AND INSPECTION FEES)
OF THE LIVONIA CODE OF ORDINANCES, AS
AMENDED.**

THE CITY OF LIVONIA ORDAINS:

Section 1. Section 035 of Title 15, Chapter 56 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

15.56.035 Zoning Fees.

A. Zoning compliance fees (Zoning permit and review fees. The administration fee is an additional charge to the following amounts.)

1. Accessory buildings \$66.00
2. Detached residential decks 66.00
3. Fences 46.00
4. Zoning compliance permits for new or change
of use or tenancy for land or buildings in all use
groups except residential 66.00

B. Zoning Board of Appeals Fees. Each petition to the Zoning Board of Appeals shall be accompanied by a fee of four hundred and fifty dollars (\$450.00). This fee includes all variance requests and similar petitions with regard to a single applicant and single property which are 1) heard at the same hearing, 2) mailed in the same mailing, and 3) published in the same publication, notwithstanding that such requests may require separate supportive findings in order to be granted. Tabled cases and other matters which are reheard through no fault of the applicant do not require any additional fee, but if the applicant or applicant's representative fails to appear on the scheduled hearing date or requests and is granted a postponement of the hearing subsequent to the mailing of legal notices, an additional fee of one hundred (\$100.00) shall be required and paid prior to the newly established hearing date.

C. Site Plan Review Application Fee. Each application presented by a property owner or owners to have a site plan approved shall be accompanied by a filing fee of six hundred dollars (\$600.00) plus twenty dollars (\$20.00) for each 1,000 square feet of gross floor area of new construction proposed. Each request to extend the expiration date of an approved site plan shall be accompanied by a filing fee of two hundred dollars (\$200.00). Each request to modify a site plan or amend a condition of approval shall be accompanied by a filing fee of three hundred dollars (\$300.00).

D. Waiver and Conditional Use Fees. Each application for a waiver or conditional use approval filed by a property owner or owners shall be accompanied by a filing fee as determined by the schedule below:

<u>WAIVER OR CONDITIONAL USE APPROVAL</u>	<u>FEE</u>
<u>Wireless communication facilities</u>	<u>\$1,000.00</u>
<u>All other waivers, including Planned Residential Developments, Planned General Developments and Form-Based Developments in Commercial Districts</u>	<u>\$400.00 publication fee, plus \$300.00 base review fee, plus \$20.00 per 1,000 sq. ft. of gross floor area of new commercial building construction, plus \$30.00 per lot or unit for residential construction</u>
<u>Request to extend the expiration date of a waiver,</u>	<u>\$200.00</u>
<u>Request to amend or modify a previously-approved waiver</u>	<u>\$400.00 publication fee plus \$200.00 review fee</u>

E. Appeal to City Council Fee. An appeal to the City Council by a petitioner aggrieved by the City Planning Commission's recommendation and finding of facts regarding a waiver or conditional use approval shall be accompanied by a four hundred dollar (\$400.00) filing fee.

F. Zoning Amendment Fees. Each application presented by a property owner or owners to have property rezoned pursuant to Section 13.15 of the Livonia Vision 21 Zoning Ordinance, as amended, shall be accompanied by a publication fee in the amount of four hundred dollars (\$400.00), plus a filing fee in accordance with the following schedule.

ZONING FROM ANY CLASSIFICATION TO:

P-L, NP, N1, N2, RUF. \$100.00 plus an additional \$20.00 for each 7,200 square feet or fraction thereof in excess of 7,200 square feet.

NM1, NM2. \$250.00 plus an additional \$30.00 for each 7,200 square feet or fraction thereof in excess of 7,200 square feet.

C-1, C-2, C-3. \$400.00 plus an additional \$30.00 for each 4,000 square feet or fraction thereof in excess of 8,000 square feet.

C-4, NM3. \$500.00 plus an additional \$40.00 for each 4,000 square feet or fraction thereof in excess of 8,000 square feet.

ML, M-1 or M-2. \$500.00 for the first acre plus an additional \$100.00 for each additional acres or part thereof.

Provided, that the City Clerk shall reimburse a petitioner fifty percent (50%) of the aforesaid filing fees in the event he has made a request in writing to withdraw his petition in such cases where the same is made prior to the time of publication in the official newspaper of the City of a notice of public hearing to be conducted on the application before the City Planning Commission; in all other cases no refund will be allowed.

Fees imposed for the services enumerated in this section since September 1, 2021 are hereby ratified provided they do not exceed the fee amounts authorized by this amended Section 15.56.035.

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 THE STUDY MEETING HELD JANUARY 31, 2022**

15

Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, Scott Bahr and President Jim Jolly. Absent: Vice President Laura Toy

5. REQUEST TO AMEND COUNCIL RESOLUTION 188-19: Information Systems Department, re: to allow [123.Net](#) to provide fiber network connectivity to (16) sixteen City facilities.

Casey O'Neil, Information Services Director, presented the request to Council. He stated this would greatly expand the network connectivity throughout the city. This would expand fiber connections out to several city facilities. This would be a ten (10) year lease agreement. Scott Bahr asked that based on the build cost, if this is essentially free after ten (10) years. Casey stated that it would definitely go down in price having the existing infrastructure. Scott stated that this would net us an additional \$2,000 per month additional from what we are paying today for the expanded services. He questioned using the word potentially, when referring to the use in our public parks. Casey replied that he would be working with Parks and Rec on it, but agreed that the capability would be there.

Scott Bahr offered an approving resolution for the Consent agenda.

DIRECTION: APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

5.

Information Systems February 1, 2022

MEETING DATE

Study Meeting of
January 31, 2022

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

REQUEST TO AMEND COUNCIL RESOLUTION 188-19: Information Systems Department, re: to allow [123.Net](#) to provide fiber network connectivity to (16) sixteen City facilities.

BACKGROUND

The City has had a working relationship with 123.Net since 2014. 123.Net is leasing space on the City's tower, and in return for their discounted rate on this lease, they provide various services.

Specifically, 123.Net provides wireless (layer 2) network connections at 3 Mbps (Megabits per second) speed to LFD Stations 3 through 6, as well as to the LPD Gun Range. For context, the average home internet speed is 100-400 Mbps.

Information Systems currently leverages various connectivity methods for other smaller City sites off-campus, mainly private VPN connections over cable modems like you would find in a home. This methodology comes with speed, complexity, and security limitations as well.

This is a proposal for 123.Net to build high-speed fiber lines that would connect off-campus city property to the main City campus through a 10-year lease agreement with the City. The following locations would be included in this agreement:

- LFD Station 3
- LFD Station 4
- LFD Station 5
- LFD Station 6
- LPD Gun Range
- Housing South
- McNamara Towers
- Silver Village
- Newburgh Village
- Sandburg Library
- Greenmead
- Rotary Park
- Bicentennial Park

- Ford Field

There are numerous technological advances we can make at these sites with this connectivity:

- Provide a minimum of 1 Gbps (Gigabit per second; equivalent to 1000 Mbps) internet speed to all locations.
- Add locations to the City's phone system, providing 4-digit dialing to all City Locations.
- Connect remote City computers directly onto our network, further increasing access speed to servers housed at City Hall.
- Establish internal Wi-Fi connectivity for City mobile devices and provide public Wi-Fi in parks.
- Expand the security camera system to off-campus locations as needed.
- Network-based gate and door access control at these sites.
- Network-based HVAC monitoring and control for remote buildings.
- Improved network security by removing multiple third-party vendors from our network.
- Improved 911 Dispatch visual screen maps at remote Fire Stations.
- Ability to provide online training programs, videos, and testing at remote Fire Stations.
- Additionally, 123.Net is increasing the LPD/LFD HQ internet access speed from 350 Mbps to 1 Gbps.

RECOMMENDATION

After collaboration with Police, Fire, Parks, and Housing, they are all strongly in favor of this improvement to our operations. It is the recommendation of the Information Systems Department that City Council authorize:

1. The execution of the attached Second Amendment to the police cell tower lease located at 15050 Farmington Rd. Livonia MI 48154.
2. Approve the attached Service Order to provide a 10-year lease of fiber to the named facilities through 123.Net, 24700 Northwestern Hwy Southfield, MI 48075.

FISCAL CONSIDERATION

123.Net has provided us with a monthly breakdown of costs per location. A great deal of this is the build cost amortized over the 10 years of the agreement. The per-location numbers cannot be piecemealed separately, as it is calculated for doing the entire project and divided amongst the locations. The monthly total for the duration of the agreement is \$7,824.00. Some of this is offset by the \$1,800.00 monthly credit 123.Net includes towards their tower usage lease, bringing the total City fee to \$6,024.00 per month.

Additionally, this change will allow us to cancel services that Parks, Housing, and Fire currently use, such as legacy AT&T lines, metro ethernet, and business cable modems through Spectrum. These reductions are estimated to be over \$4,000.00 per month. The first year of this agreement is budgeted in Information Systems account no. 101-228-982-000.

ATTACHMENTS

1. 123Net Council Letter
2. SecondAmendment to City of Livona License Agreement. 123NET 2022-01-14
3. 123Net Service Order
4. FiberPathwayMap
5. R052019 Approval of Lease Amendment with123.Net CR 188-19

APPROVED BY



Date: January 19, 2022

Casey O'Neil, Information Systems Director



Date: January 20, 2022

Michael Slater, Finance Director



Date: January 20, 2022

Paul Bernier, City Attorney



Date: January 20, 2022

Maureen Miller Brosnan, Mayor

DEPARTMENT OF MANAGEMENT INFORMATION SYSTEMS

Michael T. Slater
DIRECTOR OF FINANCE
Casey A. O'Neil
INFORMATION SYSTEMS DIRECTOR



Maureen Miller Brosnan
MAYOR

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2150
FAX: (734) 466-2193

January 5, 2022

Honorable Members of Livonia, Michigan City Council

SUBJECT: **Fiber Network expansion with 123.Net**

Dear Council Members:

The City has had a working relationship with 123.Net since 2014. 123.Net is leasing space on the City's tower, and in return for their discounted rate on this lease, they provide various services.

Specifically, 123.Net provides wireless (layer 2) network connections at 3 Mbps (Megabits per second) speed to LFD Stations 3 through 6, as well as to the LPD Gun Range. For context, the average home internet speed is 100-400 Mbps.

Information Systems currently leverages various connectivity methods for other smaller City sites off-campus, mainly private VPN connections over cable modems like you would find in a home. This methodology comes with speed, complexity, and security limitations as well.

This is a proposal for 123.Net to build high-speed fiber lines that would connect off-campus city property to the main City campus through a 10-year lease agreement with the City. The following locations would be included in this agreement:

- LFD Station 3
- LFD Station 4
- LFD Station 5
- LFD Station 6
- LPD Gun Range
- Housing South
- McNamara Towers

123.Net Fiber Agreement

- Silver Village
- Newburgh Village
- Sandburg Library
- Greenmead
- Rotary Park
- Bicentennial Park
- Ford Field

There are numerous technological advances we can make at these sites with this connectivity:

- Provide a minimum of 1 Gbps (Gigabit per second; equivalent to 1000 Mbps) internet speed to all locations.
- Add locations to the City's phone system, providing 4-digit dialing to all City Locations.
- Connect remote City computers directly onto our network, further increasing access speed to servers housed at City Hall.
- Establish internal Wi-Fi connectivity for City mobile devices and provide public Wi-Fi in parks.
- Expand the security camera system to off-campus locations as needed.
- Network-based gate and door access control at these sites.
- Network-based HVAC monitoring and control for remote buildings.
- Improved network security by removing multiple third-party vendors from our network.
- Improved 911 Dispatch visual screen maps at remote Fire Stations.
- Ability to provide online training programs, videos, and testing at remote Fire Stations.
- Additionally, 123.Net is increasing the LPD/LFD HQ internet access speed from 350 Mbps to 1 Gbps.

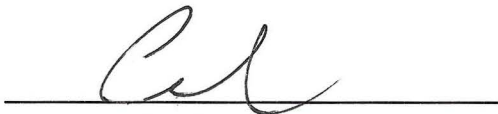
123.Net has provided us with a monthly breakdown of costs per location. A great deal of this is the build cost amortized over the 10 years of the agreement. The per-location numbers cannot be piecemealed separately, as it is calculated for doing the entire project and divided amongst the locations. The monthly total for the duration of the agreement is \$7,824.00. Some of this is offset by the \$1,800.00 monthly credit 123.Net includes towards their tower usage lease, bringing the total City fee to \$6,024.00 per month.

Additionally, this change will allow us to cancel services that Parks, Housing, and Fire currently use, such as legacy AT&T lines, metro ethernet, and business cable modems through Spectrum. These reductions are estimated to be over \$4,000.00 per month. The first year of this agreement is budgeted in Information Systems account no. 101-228-982-000.

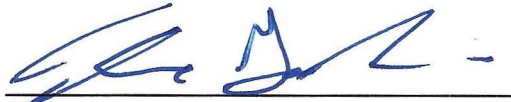
123.Net Fiber Agreement

After collaboration with Police, Fire, Parks, and Housing, they are all strongly in favor of this improvement to our operations. It is the recommendation of the Information Systems Department that City Council authorizes the execution of the attached amended agreement and proposal to provide a 10-year lease of fiber to the named facilities through 123.Net, 24700 Northwestern Hwy Southfield, MI 48075.

Respectfully submitted,



Casey A. O'Neil
Information Systems Director



Thomas Goralski
Chief of Police



David Heavener
Fire Chief



Edward Davis
Superintendent of Parks and Recreation



Brandi Isaacson
Director of Housing

CC: Mayor, Finance Director, City Attorney, and City Clerk

AMENDMENT

This is the Second Amendment, dated January ___, 2022 (Second Amendment), to the License Agreement dated May 7, 2014 (License), between The City of Livonia, a Michigan municipal corporation, with a principal offices at 33000 Civic Center Drive, Livonia, Michigan 48154 (Owner), and 123.Net, Inc., a Michigan corporation, with a business address of 24700 Northwestern Hwy., Ste. 700, Southfield, MI 48075 (Service Provider), and is made with reference to the following facts and circumstances:

1. Owner and Service Provider desire to amend the License to increase the bandwidth, at 15050 Farmington Road, Livonia, Michigan, to 1GB and to upgrade the network solution from Layer 2 Bridged Connections (point to point) to Dark Fiber, the result of which is an improved approximate market value of \$1,800.00.
2. Owner and Service Provider agree to amend the License as stated in this Second Amendment.

Owner and Service Provider agree as follows:

1. *Amendment.*

A. Paragraph 4 is amended to state as follows:

FEES; APPROVALS. In consideration of the License granted to Service Provider herein to install and collocate the Facilities as set forth on Exhibit B, as amended with the First Amendment to the License. Beginning on the Commencement Date, Service Provider shall pay to Owner a recurring monthly License Fee of Five Hundred Dollars (\$500.00) which shall be due and payable on or before the 5th day of each calendar month, such amount to be prorated for any partial month (hereafter the "License Fee"). The Parties agree that Service Provider shall be permitted to install additional antennas at a rate of Three Hundred Dollars (\$300.00) per month, per antenna (not to exceed 7 additional antennas), so long as the installation of said antennas complies with all structural, building and applicable requirements and regulations, and so long as the additional installation does not exceed One Hundred (100%) Percent of the tower's total structural capacity. As additional consideration for the License granted herein, Service Provider shall provide Dark Fiber for Remote Sites, and 1 GB of Internet at 15050 Farmington Road only (the "Head-End"), at the following locations of Owner, at no cost to Owner, for the duration of this Agreement, including all applicable renewals:

- i. Sheldon Park, Farmington Rd, Livonia (Housing South);
- ii. 35000 Seven Mile Rd, Livonia (Fire Station 3);
- iii. 12300 Middlebelt Rd, Livonia (Fire Station 4);
- iv. 18910 Middlebelt Rd, Livonia (Fire Station 5);
- v. 37876 Plymouth Rd, Livonia (Fire Station 6);
- vi. 32300 Glendale St, Livonia (Gun Range);
- vii. 30100 W Seven Mile Rd, Livonia (Sandburg Library);
- viii. 19300 Purlingbrook St, Livonia (MacNamara Towers);

- ix. 33780 Lyndon, Livonia (Silver Village);
- x. 11999 Newburgh Rd, Livonia (Newburgh Village);
- xi. 20501 Newburgh Rd, Livonia (Greenmead);
- xii. 36000 W Seven Mile Rd, Livonia (Bicentennial Park);
- xiii. Six Mile Rd and Hubbard St, Livonia (Rotary Park);
- xiv. 33841 Lyndon, Livonia (Ford Field Complex);
- xv. 33000 Civic Center Dr, Livonia (City Hall); and,
- xvi. 15050 Farmington Rd, Livonia (Police Station),
(hereafter "Owner Services"). Owner hereby authorizes Service Provider to prepare, execute and file all required applications to obtain governmental approvals for the Owner Services and agrees to reasonably cooperate with Service Provider relative to such applications, at no cost to Owner. The Parties hereby stipulate that at the time of execution, the Owner Services have an approximate market value of One Thousand Eight Hundred Dollars (\$1,800.00) per month. Additionally, Owner may upgrade the bandwidth connectivity provided herein by Service Provider to a higher bandwidth amount, for a fee, which may be negotiated by the Parties at a later date.

2. *Miscellaneous.* The parties restate all other provisions of the License and First Amendment to the same and agree that all such provisions remain in effect. If there is any conflict between the provisions of this Second Amendment and the provisions of the License and First Amendment, the provisions of this Second Amendment will control.

3. The effective date of this Second Amendment is _____.

The parties have executed this Second Amendment as of the date first written above.

CITY OF LIVONIA

123.NET, INC.

By: _____

By: _____

Name (print): _____

Name (print): _____

Title: _____

Title: _____

SERVICE ORDER



123NET PROVIDES ENTERPRISE DATA CENTER, NETWORK & VOICE SERVICES TO MICHIGAN BUSINESSES

Customer Information

Company Name: City of Livonia
Billing Address:
15050 Farmington Rd
Livonia, MI 48154
Billing Email:
Account Number: 111485

Order Information

Sales Rep:
Dan Lang
dlang@123.net
Quote ID: 2538166
Quote valid through: 2022-04-19

Location	Type of Service	NRC	MRC
City of Livonia - Police Station 15050 FARMINGTON RD Livonia, MI 48154	Internet - Fiber Speed: 1000.00 Mb/s IP Addresses: /29 Equipment 120 Month Term		\$775.00 \$0.00 \$25.00
City of Livonia - Police Station 15050 FARMINGTON RD Livonia, MI 48154	Dark Fiber Point to Point PTP ID: Police to City Hall 120 Month Term		\$234.13
City of Livonia - City Hall 33000 CIVIC CENTER DR Livonia, MI 48154	Dark Fiber Point to Point PTP ID: Police to City Hall 120 Month Term		\$234.13
City of Livonia - City Hall 33000 CIVIC CENTER DR Livonia, MI 48154	Dark Fiber Point to Point PTP ID: Bicenten to City Hall 120 Month Term		\$234.13
City of Livonia - Bicentennial Park 36000 W SEVEN MILE R DLivonia, MI 4815	Dark Fiber Point to Point PTP ID: Bicenten to City Hall 120 Month Term		\$234.13
City of Livonia - City Hall 33000 CIVIC CENTER DR Livonia, MI 48154	Dark Fiber Point to Point PTP ID: Fire 5 to City Hall 120 Month Term		\$234.13
City of Livonia - Fire Station 5 18910 MIDDLEBELT R DLivonia, MI 4815	Dark Fiber Point to Point PTP ID: Fire 5 to City Hall 120 Month Term		\$234.13
City of Livonia - City Hall 33000 CIVIC CENTER DR Livonia, MI 48154	Dark Fiber Point to Point PTP ID: Greenmead to City Hall 120 Month Term		\$234.13
City of Livonia - Greenmead 20501 NEWBURGH R DLivonia, MI 4815	Dark Fiber Point to Point PTP ID: Greenmead to City Hall 120 Month Term		\$234.13

Location	Type of Service	NRC	MRC
City of Livonia - City Hall 33000 CIVIC CENTER DR Livonia, MI 48154	Dark Fiber Point to Point PTP ID: Gun Range to City Hall 120 Month Term		\$234.13
City of Livonia - Gun Range 32300 GLENDALE ST Livonia, MI 48150	Dark Fiber Point to Point PTP ID: Gun Range to City Hall 120 Month Term		\$234.13
City of Livonia - City Hall 33000 CIVIC CENTER DR Livonia, MI 48154	Dark Fiber Point to Point PTP ID: Housing to City Hall 120 Month Term	\$-1,800.00	\$234.13
City of Livonia - Housing South 10800 Farmington Road Livonia, MI 48150	Dark Fiber Point to Point PTP ID: Housing to City Hall 120 Month Term		\$234.13
City of Livonia - City Hall 33000 CIVIC CENTER DR Livonia, MI 48154	Dark Fiber Point to Point PTP ID: Newburgh to City Hall 120 Month Term		\$234.13
City of Livonia - Newburgh Village 11999 NEWBURGH R DLivonia, MI 4815	Dark Fiber Point to Point PTP ID: Newburgh to City Hall 120 Month Term		\$234.13
City of Livonia - City Hall 33000 CIVIC CENTER DR Livonia, MI 48154	Dark Fiber Point to Point PTP ID: Sandburg to City Hall 120 Month Term		\$234.13
City of Livonia - Sandburg Library 30100 W SEVEN MILE RD Livonia, MI 48152	Dark Fiber Point to Point PTP ID: Sandburg to City Hall 120 Month Term		\$234.13
City of Livonia - Silver Village 33780 LYNDON Livonia, MI 48154	Dark Fiber Point to Point PTP ID: Silver to City Hall 120 Month Term		\$234.13
City of Livonia - City Hall 33000 CIVIC CENTER DR Livonia, MI 48154	Dark Fiber Point to Point PTP ID: Silver to City Hall 120 Month Term		\$234.13
City of Livonia - Ford Field Complex 33841 LYNDON NLivonia, MI 4815	Dark Fiber Point to Point PTP ID: Ford Field to City Hall 120 Month Term		\$234.13
City of Livonia - City Hall 33000 CIVIC CENTER DR Livonia, MI 48154	Dark Fiber Point to Point PTP ID: Ford Field to City Hall 120 Month Term		\$234.13
City of Livonia - MacNamara Towers 19300 PURLINGBROOK ST Livonia, MI 48152	Dark Fiber Point to Point PTP ID: Mac to City Hall 120 Month Term		\$234.13

Location	Type of Service	NRC	MRC
City of Livonia - City Hall 33000 CIVIC CENTER DR Livonia, MI 48154	Dark Fiber Point to Point PTP ID: Mac to City Hall 120 Month Term		\$234.13
City of Livonia - Rotary Park 32300 SIX MILE RD Livonia, MI 48152	Dark Fiber Point to Point PTP ID: Rotary Park to City Hall 120 Month Term		\$234.13
City of Livonia - City Hall 33000 CIVIC CENTER DR Livonia, MI 48154	Dark Fiber Point to Point PTP ID: Rotary Park to City Hall 120 Month Term		\$234.13
City of Livonia - Fire Station 3 35000 W SEVEN MILE RD Livonia, MI 48152	Dark Fiber Point to Point PTP ID: Fire 3 to City Hall 120 Month Term		\$234.13
City of Livonia - City Hall 33000 CIVIC CENTER DR Livonia, MI 48154	Dark Fiber Point to Point PTP ID: Fire 3 to City Hall 120 Month Term		\$234.13
City of Livonia - Fire Station 4 12300 MIDDLEBELT RD Livonia, MI 48150	Dark Fiber Point to Point PTP ID: Fire 4 to City Hall 120 Month Term		\$234.13
City of Livonia - City Hall 33000 CIVIC CENTER DR Livonia, MI 48154	Dark Fiber Point to Point PTP ID: Fire 4 to City Hall 120 Month Term		\$234.13
City of Livonia - Fire Station 6 37876 PLYMOUTH RD Livonia, MI 48150	Dark Fiber Point to Point PTP ID: Fire 6 to City Hall 120 Month Term		\$234.13
City of Livonia - City Hall 33000 CIVIC CENTER DR Livonia, MI 48154	Dark Fiber Point to Point PTP ID: Fire 6 to City Hall 120 Month Term		\$234.13

NRC Total	MRC Total
\$-1,800.00	\$7,823.90

Notes

Pricing is contingent on all locations combined.

\$1800 credit applied monthly in exchange for tower rental.

123.Net service pricing is budgetary and is subject to change. A site survey will be performed to verify rates and availability of service after an Order is submitted. If 123.Net determines that the rates must be adjusted due to additional requirements and expenses, including build-out costs, or that a circuit is not available, Customer will have the option, within 14 days of being notified in writing of the rate increases, to accept the adjusted rate, or cancel the circuit without incurring an early termination penalty. If Customer fails to notify 123.Net within 14 days of its request to cancel the circuit, 123.Net shall proceed with the increased rate and Customer shall be liable for payment under the adjusted rate. Installation of services is contingent on authorization and access to the property or building in which you are requesting service. Customer shall cooperate with 123.Net to obtain timely approval for authorization and access to the property. Customer is responsible for any additional costs or fees associated with obtaining said approvals.

Authorized Customer Signature

By signing this form Customer agrees to incorporate into this agreement and abide by 123.Net, Inc.'s Service Terms and Conditions v. 2.1.2

Print Name:

Date:

TERMS & CONDITIONS



123NET PROVIDES ENTERPRISE DATA CENTER, NETWORK & VOICE SERVICES TO MICHIGAN BUSINESSES

These 123.Net Service Terms and Conditions ("Agreement") set forth the terms and conditions upon which customer ("Customer" or "You") agrees to purchase and use the voice, data center (colocation), and/or network services ("Service") provided by 123.Net, Inc. ("123.Net"). This Agreement is incorporated and fully stated as part of Customer's Service Order Form ("Service Order").

1. RATES

Monthly Recurring Charges ("MRCs"), usage charges, and Non-Recurring Charges ("NRCs") are based on term plan rates and fees in effect at the time Service is ordered, as set forth on the Service Order, plus any applicable taxes and fees imposed by law.

2. TERM & EXPIRATION

The terms of this Agreement become effective upon execution by Customer. Customer's service term begins at the time Service is activated and shall continue for the duration stated in the Service Order ("Service Term"). Service activation occurs once the Service is available for use by the Customer. Upon expiration of the Service Term, this Agreement will continue to automatically renew on a month-to-month basis at the then current month-to-month rates ("Renewal Term"), unless properly terminated pursuant to the terms stated herein. This Agreement shall be binding and in full force and effect for all Renewal Terms.

3. TERM PLAN CHANGE

Prior to the completion of the Service Term, Customer may renew the Service Term or change to a different Service Term without incurring early termination charges, provided the new Service: (i) is for an equal or greater number of circuits than the number ordered herein, (ii) the new Service MRC is higher, and (iii) Customer receives written approval from an authorized 123.Net representative authorizing the term plan change.

4. INSTALLATION & MOVE

123.Net shall perform all installation, modification, and removal of circuits and customer equipment ("hereinafter referred to as "Customer Edge" or "CE"). Customer must have its phone/data vendor on site during the actual service conversion/porting. If the porting date is rescheduled by Customer or Customer's vendor, a fee may apply. Customer is responsible for connecting 123.Net internet service to Customer's data network. Router equipment provided by 123.Net is unmanaged and will remain the property of 123.Net. Customer must provide a grounded electrical outlet for installation of equipment. Integrated and analog circuits are loop start. By entering into this Agreement, Customer affirms that 123.Net is authorized by the property owner of the installation site to install the necessary devices to provide the Service to Customer and that Customer will cooperate with 123.Net to coordinate and gain whatever approvals and rights of access may be necessary to provide the Service to Customer. Unless otherwise agreed upon by Customer and 123.Net, 123.Net will not be responsible for demarcation extension or inside wiring charges. In the event that Customer moves its Service to a new location, Customer will not incur early termination charges provided termination of the old circuit and installation of the new circuit are ordered to occur concurrently, but NRCs may apply and Customer's MRC may be adjusted based upon the new location. PLEASE NOTE that Customer must notify 123.Net of any change in its location, including a move within the same office building. If Customer fails to notify 123.Net of any such move, please be advised that 911 service and/or other emergency services available by VoIP

TERMS & CONDITIONS



123NET PROVIDES ENTERPRISE DATA CENTER, NETWORK & VOICE SERVICES TO MICHIGAN BUSINESSES

may not function properly and Customer agrees that 123.Net is not responsible for any losses or damages resulting from Customer's failure to notify 123.Net of its move.

5. CREDIT APPROVAL, BILLING & PAYMENT

Customer authorizes 123.Net to conduct a credit check and Service installation is contingent upon Customer having a satisfactory credit history. For voice services, billing will begin as of the initial scheduled port/install date or 30 days after the circuit is installed, whichever is sooner. For colocation services, billing will occur as soon as electricity is installed and available for use in Customer's cabinet. For all other services, billing shall commence at Service Activation. If service is disconnected by 123.Net in accordance with these policies and is later restored, restoration of service will be subject to all applicable restoration and installation charges. Customer agrees to pay all undisputed amounts on the last day of the month in which the invoice is billed ("Payment Due Date"). If Customer has an open balance that has not been disputed and is past the Payment Due Date for a period of 60 days or more, 123.Net may cancel Customer's Service and continue to collect on the amount then owing. For colocation customers, if service is cancelled by 123.Net for non-payment, 123.Net may withhold all equipment located in Customer's cabinet(s) until payment is made in full. This remedy shall be in addition to any remedy contained herein or implied by law and shall not constitute an election of remedies. 123.Net charges a fee of \$5 per month for the delivery of paper invoices. For Paperless Billing, E-mail: ebilling@123.net and include Customer's name and account number.

6. BILLING DISPUTES

If Customer disputes a term or amount on an invoice, Customer must do so in writing within 30 days from the invoice date. Disputes must be sent in writing to: E-mail: DisputeDepartment@123.net, Fax: 586-349-8005, Address: 24700 Northwestern Hwy. Ste. 700 Southfield, MI 48075. Disputes must be reasonable and made in good faith. Customer must pay the portion of the invoice that is not in dispute. Payment of the amount of the invoice that is not in dispute, will not be deemed to constitute acceptance of the portion of the invoice that is in dispute. Partial payment on an invoice, even if said amount is accepted by 123.Net, does not constitute a waiver of any rights held by 123.Net to collect on the entire balance due and owing as stated.

7. TARIFFS

In the event of conflict or discrepancy between provisions of this Agreement and provisions of the applicable tariff, the provisions of the tariff will prevail.

8. FRAUDULENT CALL & NETWORK SECURITY

Customer shall manage the integrity of the traffic egressing Customer's network and is responsible for the security of the Customer's phone system and local area network (LAN). Customer shall manage, and correct as necessary, any fraudulent calling patterns or calling patterns perceived as fraudulent that may harm or adversely affect 123.Net or its network, and Customer shall use best efforts to prevent and detect network looping. For services that include long distance calling, all unauthorized domestic usage, international usage, and subsequent charges incurred by the Customer as a result of hacking or intrusion into the Customer's phone system or LAN are the sole responsibility and liability of Customer. In addition, Customer acknowledges that 123.Net is not responsible for the security of Customer's network equipment and Customer further agrees to pay for all bandwidth consumption charges and

TERMS & CONDITIONS



123NET PROVIDES ENTERPRISE DATA CENTER, NETWORK & VOICE SERVICES TO MICHIGAN BUSINESSES

expenses that are a result of fraudulent activity or a compromise of Customer's network or CE. To the extent permitted by law, Customer shall indemnify and hold 123.Net harmless from and against all claims, actions, losses, damages, costs, expenses, fines, penalties or other liabilities arising now and in the future resulting from fraudulent calls of any nature carried by means of the Services. Customer shall not be excused from paying 123.Net for the Services provided to the Customer, or any portion thereof, on the basis that fraudulent calls comprised a portion of the Services.

9. ACCEPTABLE USE POLICY

Customer's use of the Service, shall be subject to 123.Net's Acceptable Use Policy ("AUP"). Customer agrees to fully abide by the AUP and impose its policies on Customer's end users to the extent necessary to ensure compliance. If there is a conflict between the Terms and Conditions and the AUP, the Terms and Conditions shall control. A copy of the AUP can be found at: <https://www.123.net/acceptable-use-policies/>

10. PROVISION OF VOIP SERVICE

Subject to the terms and conditions herein, 123.Net shall provide Customer with VoIP Service solely for Customer's own use, and not for the benefit of any third party. Should Customer attempt to resell the VoIP Service, including the routing of Internet Protocol traffic from other individuals or organizations, 123.Net must be notified and may, at its sole discretion, increase the fees associated with the VoIP Service, or may terminate this Agreement. Customer agrees that the VoIP Services may not be used for purposes of: auto-dialing, telemarketing, call center activities, continuous use of extensive call forwarding, call relaying, fax broadcasting or fax blasting. 123.Net reserves the right to immediately terminate this Agreement, or modify the VoIP Service or pricing, if 123.Net determines, in its sole discretion that Customer is using the VoIP Service for any of the aforementioned activities.

11. DISCLAIMER OF LIABILITY: EMERGENCY SERVICES, 911 & E-911 CALLING

To the extent permitted by law, Customer acknowledges and agrees that 123.Net's SIP, Dynamic PRI, and Hosted PBX service is internet based (VoIP) and that 911 services are different than that of traditional wireline services. Customer understands that the VoIP Service requires a fully functioning Internet connection and that in the event of an outage the VoIP Service will not function until the Internet connection is restored. Customer acknowledges and agrees to inform all employees, guests and other third party persons who may use the service that basic 911 and E911 services will not function in the case of a service outage. An outage may be caused by the following: (A) Loss of power; (B) Suspended or terminated broadband service and/or broadband connection failure; (C) Suspension of service due to billing issues; (D) Relocation of end user's IP-compatible CE; (E) Use by the end user of a non-native telephone number; or (F) Any other service outages or delays not described herein.

For basic 911 or E911 to accurately route to the appropriate emergency responder, the Customer must provide the telephone number, associated with the SIP and Dynamic PRI trunking service, for the physical address. Customer agrees to ensure that the physical address of its Service is correct, and to immediately update such address whenever the physical location of the Service changes. Customer acknowledges that failure to provide a correct physical address (registered address) or the use of the service from a location other than the location to which the service was ordered may result in basic 911 and E911 calls being routed to the incorrect local emergency service provider. Customer acknowledges and agrees that 123.Net, its officers, employees, underlying carriers, or any other third parties involved in the routing, handling, delivery, answering, or responding to emergency calls, shall not be held

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liable for any claim, damage, loss, fine, penalty or cost (including, without limitation, attorney fees) and customer hereby waives any and all such claims or causes of action, arising from or relating to the provision of all types of emergency services to Customer. Customer acknowledges and agrees to hold harmless and indemnify 123.Net from any claim or action arising out of misroutes of any 911 calls, or whether local emergency response centers or national emergency calling centers answer a 911 call or how the 911 calls are handled by any emergency operator including operators of the national call center. The limitations apply to all claims regardless of whether they are based on breach of contract, breach of warranty, product liability, tort and any other theories of liability. 123.Net shall provide Customer with warning labels regarding the limitations of unavailability of 911 emergency dialing. Customer agrees to place a label on or near each telephone or other Customer Equipment on which the Service may be utilized.

12. INTERNET ACCESS: VOIP

In order to purchase the VoIP Service from 123.Net, Customer must purchase Internet Access from 123.Net. In addition, Customer understands and agrees that this Agreement for VoIP service modifies and supersedes any prior agreement of 123.Net to deliver Internet Access to Customer and amends that agreement to be coterminous and codependent with the term of this Agreement for VoIP Service. Customer understands and agrees that if Customer unplugs the equipment provided by 123.Net to enable VoIP Service and moves the equipment, to a different location where it is not utilizing 123.Net Internet Access, that 123.Net makes no representations or guarantees about the VoIP Service and Customer use the VoIP Service as its own risk.

13. 123.NET PROVIDED EQUIPMENT (HOSTED PBX ONLY)

In order to facilitate the configuration of equipment and ensure its compatibility with 123.Net's network, 123.Net requires that Customer exclusively use CE supplied by 123.Net. CE may include, but is not limited to: IP phones, Router, Network switch(s), or any other IP connection equipment provided to Customer. Such CE may be included as part of a monthly rental subscription, as defined by the Service Order(s), and carries an equipment MRC. Customer shall bear the cost of any loss or damage to the CE from any cause whatsoever. Customer acknowledges that Customer is solely responsible for maintaining physical, logistical and environmental security and control with respect to all CE, and 123.Net shall have no liability whatsoever with respect to any breach of security caused by, related to, or arising out of Customer's failure to maintain proper physical, logistical or environmental security. 123.Net provided CE is, and at all times shall remain, the sole and exclusive property of 123.Net, and Customer shall have no right, title or interest therein. Customer shall not cause 123.Net CE to become an improvement, attachment, or fixture to real property. Customer, upon the termination or expiration of the Service Order(s) with 123.Net, shall return, at Customer's sole cost, the CE in good repair and condition to 123.Net. If Customer fails to return CE in good condition, as determined by 123.Net in its sole discretion, Customer shall be responsible for the Fair Market Value (FMV) of the damaged CE. Within 60 days after termination or expiration of the Service Order(s), Customer shall coordinate a date and time with 123.Net to allow 123.Net to collect the CE from the Customer premises. Customer shall not attempt to deliver, ship or mail, or otherwise seek to return any equipment to 123.Net without 123.Net's prior authorization and approval. Customer shall bear all risk and liability if Customer fails to adhere to this section. 123.Net reserves the right to assess costs for any damage that occurs as a result of a breach of this paragraph, including failure to return any CE as stated herein, and Customer agrees that these costs (the FMV) are liquidated damages which constitute compensation and not a penalty. Customer shall maintain adequate insurance on the CE to insure against damage to or loss of the CE. Customer agrees to use reasonable care in maintaining the CE while in Customer's possession.

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Customer is also responsible for a recovery fee of Seven-Hundred and Fifty Dollars (\$750.00) for 123.Net to recover 123.Net's CE from Customer's premises.

14. 123.NET SERVICE PROGRAM (HOSTED PBX ONLY)

Should any CE require maintenance service, 123.Net will solely determine whether to replace the unit in whole or repair the malfunctioning unit(s). In the event 123.Net elects to repair damaged CE, replacement parts provided will be either new parts or parts equivalent in performance to new parts. Parts removed from CE for replacement will become the property of 123.Net. 123.Net does not warrant the replacement of any CE that is damaged as a result of negligence. Customer shall be responsible for all costs associated with replacing CE that is damaged as a result of Customer's negligence.

123.Net repair and replacement obligations do not cover any of the following: (i) Electrical work external to the 123.Net CE; (ii) Repair or replacement of damage to or defects in the CE resulting from causes external to the CE, including disaster, fire, accident, neglect, misuse, vandalism, water, power surges, or lightning; or resulting from use of the CE for other than intended purposes; or use of the CE with items not provided or approved by 123.Net; or resulting from the performance of maintenance or the attempted repair of an item of 123.Net CE by persons other than 123.Net authorized personnel; (iii) Furnishing supplies or accessories, or painting or refinishing the CE; (iv) Services in connection with the relocation of the CE, or the addition or removal of items of equipment or parts, attachments, features, from or to other devices not furnished by 123.Net, including communications devices, video devices, audio devices, networks or links; and (v) Services in connection with computer viruses or conflicts involving software that is not installed or introduced by 123.Net.

15. CUSTOMER NETWORK & EQUIPMENT

Customer is solely responsible and assumes all liability for all network and equipment that was not provided or installed by 123.Net. Customer further agrees that 123.Net is not responsible for controlling, monitoring, maintaining, or accessing Customer's Network or Equipment. Customer is solely responsible for establishing and maintaining adequate security measures including (but not limited to) maintaining passwords, codes, encryption, physical security measures or other methods necessary to restrict access to Customer's computers, network, servers or other equipment used in conjunction with 123.Net services.

16. FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement or any Service Order, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (1) acts of God; (2) flood, fire, earthquake, or explosion; (3) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (4) government order or law; (5) action by any governmental authority; (6) national or regional emergency; (7) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (8) shortage of adequate power or transportation facilities. The party suffering a Force Majeure event shall give prompt notice to the other party, stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure event are minimized.

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17. USE OF EQUIPMENT OUTSIDE OF UNITED STATES

123.Net offers and supports Services only in the United States. The Services are designed to work generally with unencumbered high-speed internet connections. If the high-speed internet connection that Customer is using is not within a 123.Net service area, and/or the Customer ISP or broadband provider places restrictions on the usage of the Service, 123.Net does not represent or warrant that use of the Service is permitted by such other jurisdiction or by any ISP or broadband provider. Customer is solely responsible for any violations of local laws and regulations or violations of ISP and broadband provider terms of service resulting from such use.

18. SERVICE LEVEL AGREEMENT (SLA)

123.Net will provide the Service to you in accordance with its standard Service Level Agreement (the "SLA"). The parties agree to incorporate 123.Net's SLA into this agreement. A copy of the SLA can be found at: <https://www.123.net/service-level-agreement/>

19. EARLY TERMINATION: TERMINATION AFTER SERVICE ACTIVATION

In the event that Customer terminates the Service in whole or in part after Service activation but prior to the expiration of the term plan (except as otherwise permitted in this Agreement), Customer will be liable for an early termination charge calculated as: the MRC times the remaining months of the Service term. In addition, upon early termination, if installation or NRCs were waived, those charges may be charged back to Customer.

20. EARLY TERMINATION: TERMINATION PRIOR TO SERVICE ACTIVATION

In the event that Customer terminates the Service in whole or in part prior to Service activation (except as otherwise permitted in this Agreement), Customer will be liable for an early termination charge calculated as: All costs incurred by 123.Net in processing the Service, and all provisioning-related and/or installation-related costs incurred for the required equipment and facilities up to the date of termination (including but not limited to any termination/cancellation charges 123.Net may be required to pay third parties due to the Service termination).

21. NOTICE OF TERMINATION & DEFAULT

Written notice of Customer's intent to terminate or not renew the Service must be received by 123.Net a minimum of 30 days prior to the expiration or renewal of Customer's Service Term. Customer shall be liable for all charges incurred as a result of failing to provide timely notice of termination or non-renewal. Customer is responsible for all charges that accrue during the 30-day notice period. Customer further agrees to be liable for all legal fees and costs, including attorneys' fees, incurred in the collection of any undisputed past due amounts or other damages stemming from the breach of this Agreement or Service Order(s).

22. REGULATORY & LEGAL CHANGES

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In the event of a change in applicable law, regulation, decision, service guide, tariff, rule, or order that materially increases the costs or other terms of delivery of Service, the parties agree to renegotiate the rates to be charged herein to reflect such increase in cost. If the parties are unable to reach an agreement about the new rates within 30 days of 123.Net's written notice requesting renegotiation, then (a) 123.Net may pass such increased costs through to Customer, and (b) if 123.Net elects to pass such increased costs through to Customer, Customer may terminate the affected Service without termination penalty by delivering notice of termination no later than 30 days after the effective date of the rate increase.

23. PROPERTY RIGHTS

123.Net owns all rights, title and interest in 123.Net trade names, Service marks, inventions, copyrights, trade secrets, patents, and know-how relating to the design, function, or operation of plans and of the hardware and software systems and resources necessary to provide the individual Service elements of which they consist. This Agreement does not constitute a license to Customer to use 123.Net's trade names or Service marks.

24. UNLIMITED CALLING PLANS

Unlimited calling plans are subject to various limitations as set forth below. 123.Net reserves the right to increase monthly fees for unlimited rate plans and/or immediately terminate Service if 123.Net believes, in its sole discretion, that Customer is doing the following: telemarketing, using auto-dialer equipment, fax blasting, operating a call center, internet dialing, using party lines, reselling the Service, sharing the Service with other parties or service addresses without the express written approval of 123.Net, or is otherwise abusing the Service. 123.Net evaluates Customer usage in comparison to other similarly situated Customers. For example, over ninety-five per cent (95%) of 123.Net's unlimited calling plan Customers use less than twenty thousand (20,000) minutes per month and do not have any unusual calling patterns. Therefore Customer agrees that 123.Net may conclude that Customer's utilization of the unlimited calling plan is abusive if it exceeds 20,000 minutes per month in combination with one or more of the following, including, but not limited to, excessive: (a) numbers of unique numbers called, (b) call lengths, (c) frequency of calls, (d) call forwarding/transferring, (e) conference calling, (f) short duration calls, (g) calls made during business hours, (h) numbers of calls terminated and re-initiated consecutively, which, in aggregate, result in excessive call lengths during a specific time frame, or (i) other abnormal calling patterns indicative of an attempt to evade enforcement of these terms or otherwise abuse the Service. Toll free usage and international calling are excluded from all unlimited plans. Customer acknowledges that if Service is terminated under this provision, Customer is subject to all applicable fees and taxes stated hereunder.

25. USAGE BILLING & SURCHARGE

Customer agrees to terminate at least eighty percent (80%), of Customer's total domestic usage in a billing month to the local exchange areas serviced by a Regional Bell Operating Company ("RBOC"). If Customer's traffic in a billing cycle exceeds twenty percent (20%) in terminating traffic to a non-RBOC local exchange service area, 123.Net will apply a surcharge of \$0.030 per minute for the number of minutes that exceed twenty percent (20%). If more than twenty percent (20%) of completed calls are equal to or less than six (6) seconds in length ("Short Duration Call"), or if more than twenty percent (20%) of total call attempts do not complete during any given billing cycle ("Incomplete Call Threshold"), then 123.Net may apply a surcharge of \$0.02 for each Short Duration Call or incomplete call above the Incomplete Call Threshold.

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26. PERSONAL PROPERTY TAXES

Deleted.

27. FOR INTRASTATE SERVICE

Except when Service is used solely as transport for 123.Net switched local or access service(s), Customer acknowledges that interstate traffic (including Internet and international traffic) constitutes ten percent (10%) or less of the total traffic on any Ethernet, dedicated, or special access Service.

For Interstate Service: Customer acknowledges that more than ten percent (10%) of the traffic to be transmitted over the subject Service is and will be interstate in nature.

28. PARTIAL INVALIDITY, WAIVER

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect. The parties agree to renegotiate in good faith any term that is held to be invalid. One or more waivers of a breach of the terms and conditions of this Agreement shall not constitute a waiver of any future breach thereof.

29. APPLICABLE LAW | VENUE & JURISDICTION | DISPUTE RESOLUTION

This Agreement shall be subject to and governed by the laws of the State of Michigan. Any legal action arising out of this Agreement shall be exclusively initiated within the State of Michigan, Oakland County Circuit Court or the Federal District Court for the Eastern District of Michigan.

30. ENTIRE AGREEMENT | MODIFICATIONS | AUTHORITY

This Agreement and any relevant Service Order(s) set forth the entire Agreement and understanding between the parties and merges all prior discussion between them. This Agreement may not be modified except by the written consent of both parties. By entering into this Agreement Customer affirms that Customer is a duly organized, legally existing entity or duly authorized individual with authority to enter into this Agreement.

31. RISK OF LOSS

At all times, Customer will bear the risk of any loss, damage or destruction, whether by fire, water damage, theft or other casualty for: (i) Customer's assets, equipment or property; (ii) property of 123.Net which is located on Customer's property (whether leased or owned) or within Customer's care, custody or control; or (iii) Customer's property that is located within a space rented by Customer in a 123.Net data center. Customer is solely responsible for insuring its property and filing insurance claims for losses associated therewith. If 123.Net is aware of loss or casualty to Customer's property, 123.Net will immediately notify Customer, stating the extent of loss or damage incurred and the cause, if known. 123.Net shall bear the responsibility for insuring and shall bear the risk of any loss, damage or destruction of 123.Net's assets, equipment or property that is not within Customer's care, custody or control.

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32. INDEMNIFICATION

To the extent permitted by law, each party to this Agreement agrees to indemnify, defend, and hold harmless the other party (referred to respectively as the “Indemnifying Party” and the “Indemnified Party”), as well as its subsidiaries, affiliates, officers, directors, employees, agents, licensors, consultants, suppliers, and independent contractors, from and against all claims, demands, actions, liabilities, losses, expenses, damages, judgments and costs (including attorneys' fees) (collectively, a “Claim” or the “Claims”) relating to any Claim of any third party resulting from the negligence or willful act or omission of the Indemnifying Party arising out of or related to this Agreement, the obligations set forth herein, and uses or misuses of Services, including any Claim alleging infringement thereof by Customer or its end users. The Indemnifying Party agrees to defend the Indemnified Party from any loss, injury, liability, claim or demand that is the subject of this paragraph. The Indemnified Party agrees to promptly notify, in writing, the Indemnifying Party of any threatened or actual Claim and to reasonably cooperate to resolve such Claim(s). 123.Net reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer. Customer must not accept a settlement of any dispute relating to this contract without prior written consent of 123.Net.

33. TELECOMMUNICATIONS SERVICE PRIORITY

123.Net may provide Telecommunications Service Priority (“TSP”) to Customer for a fee. TSP is a program that authorizes national security and emergency preparedness (NS/EP) organizations to receive priority treatment for vital voice and data circuits or other telecommunications services. In the event of an emergency circumstance, if Customer has enrolled in TSP Service, 123.Net may not be able to notify Customer in advance prior to undertaking additional expense on Customer's behalf to restore the affected Service on a priority basis. Customer agrees in advance to pay for all charges reasonably incurred by 123.Net to restore Service on a priority basis during an emergency circumstance as a result of Customer's TSP enrollment.

34. TRANSFERS & ASSIGNMENTS

Customer may not assign or transfer its rights or duties in connection with the Services and facilities provided by 123.Net without the prior written consent of 123.Net. All transfers of rights or duties herein, without the advanced permission in writing of 123.Net, shall be void and unenforceable as a matter of law.

35. COUNTERPART EXECUTION & ELECTRONIC SIGNATURES/COMMUNICATIONS

Customer agrees that any Service Order and this Agreement as incorporated thereto may be executed in any number of counterparts, each of which will be deemed to be an original, and all counterparts, when taken together, will constitute one and the same agreement. Customer further agrees that signatures (whether in the form of a full signature or initials) on this Agreement may be delivered by facsimile or electronically in lieu of an original signature and agrees to treat facsimile or electronic signatures as original signatures for the purposes of validity, enforceability, and admissibility, that bind them to the Service Order and this Agreement. Customer further agrees to receive electronic communications through electronic mail or through the customer portal. Customer may withdraw its consent to receive electronic documents, notices, and disclosures at any time by notifying 123.Net. Customer may also request paper version of an electronic document. Customer acknowledges that 123.Net reserves the right to

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charge Customer a reasonable fee for the production or mailing of paper versions of electronic documents. Customer shall be responsible for providing 123.Net with up to date electronic mail contact information.

36. STATUTE OF LIMITATIONS

Customer and 123.Net agree that any claim against 123.Net or Customer as to the other Party to this Agreement, whether arising in tort, contract, or otherwise, must be brought within one (1) year of the date giving rise to the claim.

37. LIMITATION OF LIABILITY: 123.NET

123.NET SHALL NOT BE LIABLE FOR ANY AND ALL: INDIRECT, INCIDENTAL, GENERAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY OR LOSS OF USE, EVEN IF CUSTOMER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AS A RESULT OF A BREACH OF THIS AGREEMENT, OR SERVICE ORDER FORM OF 123.NET. 123.NET EXERCISES NO CONTROL WHATSOEVER OVER THE CONTENT OF THE INFORMATION PASSING THROUGH THE 123.NET NETWORK OR OVER THE INTERNET. USE OF ANY INFORMATION OBTAINED OVER THE 123.NET NETWORK OR THE INTERNET IS AT CUSTOMER'S OWN RISK. IN THE EVENT OF A BREACH OF AN OBLIGATION BY 123.NET, CUSTOMER'S DAMAGES SHALL BE LIMITED TO THE AMOUNT CUSTOMER PAID FOR THE SERVICE FOR THE PRECEDING THREE (3) MONTHS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CUSTOMER AGREES TO ACCEPT THE SERVICE ON AN "AS-IS" NON-WARRANTABLE BASIS. 123.NET EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

38. LIMITATION OF LIABILITY: CUSTOMER

CUSTOMER SHALL NOT BE LIABLE FOR ANY AND ALL: INDIRECT, INCIDENTAL, GENERAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY OR LOSS OF USE, EVEN IF 123NET IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AS A RESULT OF A BREACH OF THIS AGREEMENT. IN THE EVENT OF BREACH BY THE CUSTOMER, CUSTOMER'S LIABILITY FOR DAMAGES TO 123.NET WILL BE LIMITED TO THE AMOUNT CUSTOMER PAID FOR THE PRECEEDING 3 MONTHS OF SERVICE OR THE MRC TIMES THE REMAINING MONTHS OF THE SERVICE TERM, WHICHEVER IS GREATER.

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AMENDMENT

This is the Second Amendment, dated January __, 2022 (Second Amendment), to the License Agreement dated May 7, 2014 (License), between The City of Livonia, a Michigan municipal corporation, with a principal offices at 33000 Civic Center Drive, Livonia, Michigan 48154 (Owner), and 123.Net, Inc., a Michigan corporation, with a business address of 24700 Northwestern Hwy., Ste. 700, Southfield, MI 48075 (Service Provider), and is made with reference to the following facts and circumstances:

1. Owner and Service Provider desire to amend the License to increase the bandwidth, at 15050 Farmington Road, Livonia, Michigan, to 1GB and to upgrade the network solution from Layer 2 Bridged Connections (point to point) to Dark Fiber, the result of which is an improved approximate market value of \$1,800.00.
2. Owner and Service Provider agree to amend the License as stated in this Second Amendment.

Owner and Service Provider agree as follows:

1. *Amendment.*

A. Paragraph 4 is amended to state as follows:

FEES; APPROVALS. In consideration of the License granted to Service Provider herein to install and collocate the Facilities as set forth on Exhibit B, as amended with the First Amendment to the License. Beginning on the Commencement Date, Service Provider shall pay to Owner a recurring monthly License Fee of Five Hundred Dollars (\$500.00) which shall be due and payable on or before the 5th day of each calendar month, such amount to be prorated for any partial month (hereafter the "License Fee"). The Parties agree that Service Provider shall be permitted to install additional antennas at a rate of Three Hundred Dollars (\$300.00) per month, per antenna (not to exceed 7 additional antennas), so long as the installation of said antennas complies with all structural, building and applicable requirements and regulations, and so long as the additional installation does not exceed One Hundred (100%) Percent of the tower's total structural capacity. As additional consideration for the License granted herein, Service Provider shall provide Dark Fiber for Remote Sites, and 1 GB of Internet at 15050 Farmington Road only (the "Head-End"), at the following locations of Owner, at no cost to Owner, for the duration of this Agreement, including all applicable renewals:

- i. Sheldon Park, Farmington Rd, Livonia (Housing South);
- ii. 35000 Seven Mile Rd, Livonia (Fire Station 3);
- iii. 12300 Middlebelt Rd, Livonia (Fire Station 4);
- iv. 18910 Middlebelt Rd, Livonia (Fire Station 5);
- v. 37876 Plymouth Rd, Livonia (Fire Station 6);
- vi. 32300 Glendale St, Livonia (Gun Range);
- vii. 30100 W Seven Mile Rd, Livonia (Sandburg Library);
- viii. 19300 Purlingbrook St, Livonia (MacNamara Towers);
- ix. 33780 Lyndon, Livonia (Silver Village);
- x. 11999 Newburgh Rd, Livonia (Newburgh Village);
- xi. 20501 Newburgh Rd, Livonia (Greenmead);
- xii. 36000 W Seven Mile Rd, Livonia (Bicentennial Park);
- xiii. Six Mile Rd and Hubbard St, Livonia (Rotary Park);
- xiv. 33841 Lyndon, Livonia (Ford Field Complex);
- xv. 33000 Civic Center Dr, Livonia (City Hall); and,
- xvi. 15050 Farmington Rd, Livonia (Police Station),

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(hereafter “Owner Services”). Owner hereby authorizes Service Provider to prepare, execute and file all required applications to obtain governmental approvals for the Owner Services and agrees to reasonably cooperate with Service Provider relative to such applications, at no cost to Owner. The Parties hereby stipulate that at the time of execution, the Owner Services have an approximate market value of One Thousand Eight Hundred Dollars (\$1,800.00) per month. Additionally, Owner may upgrade the bandwidth connectivity provided herein by Service Provider to a higher bandwidth amount, for a fee, which may be negotiated by the Parties at a later date.

2. *Miscellaneous.* The parties restate all other provisions of the License and First Amendment to the same and agree that all such provisions remain in effect. If there is any conflict between the provisions of this Second Amendment and the provisions of the License and First Amendment, the provisions of this Second Amendment will control.
3. The effective date of this Second Amendment is _____.

The parties have executed this Second Amendment as of the date first written above.

CITY OF LIVONIA

123.NET, INC.

By: _____

By: _____

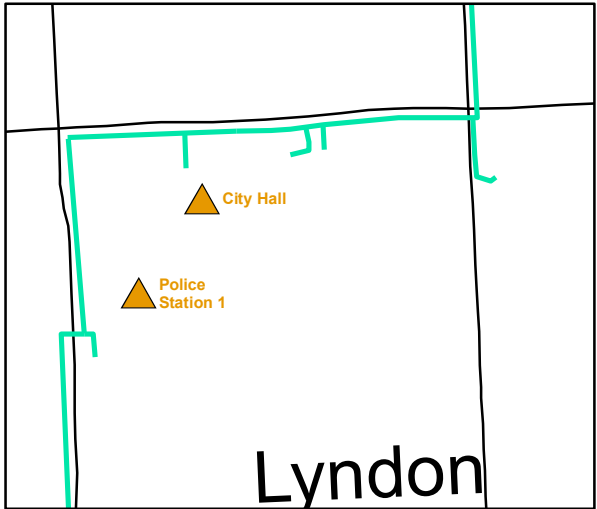
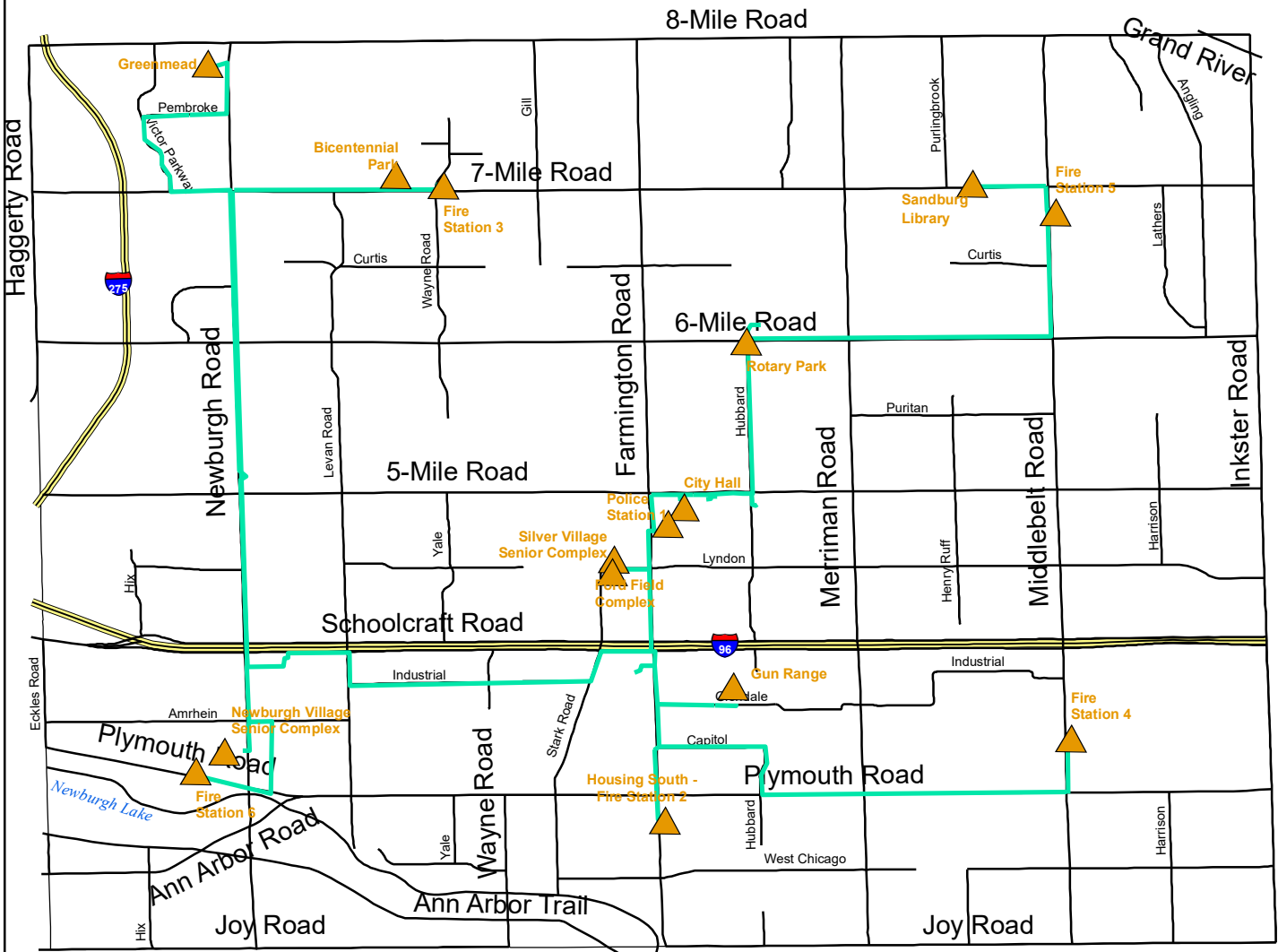
Name (print): _____

Name (print): _____

Title: _____

Title: _____

Livonia Dark Fiber Proposal



Legend



Owned



Proposal

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On a motion by White, supported by McIntyre, and unanimously adopted,

it was:

POLICE DIV

Authorization to execute the proposed First Amendment to the License Agreement between the City of Livonia and 123.Net, Inc., a Michigan corporation to occupy a portion of the Livonia Police Communications Tower, granting 123.Net an exclusive right of use to install and maintain telecommunications and colocation equipment in return for providing additional consideration for the City in the form of 350Mbs of internet service at 15050 Farmington Road

#188-19 RESOLVED, that having considered a communication from the Chief of Police, dated April 23, 2019, which bears the signature of the Director of Finance, is approved as to form by the City Attorney and the Chief Assistant City Attorney, and approved for submission by the Mayor, to which is attached a proposed First Amendment to the License Agreement between the City of Livonia and 123.Net, Inc., a Michigan corporation, 24700 Northwestern Hwy., Ste. 700, Southfield, MI 48075 ("123.Net"), previously approved pursuant to Council Resolution 135-14, adopted on May 7, 2014, to occupy a portion of the Livonia Police Communications Tower, with such amendment granting 123.Net an exclusive right of use to install and maintain telecommunications and colocation equipment in the enclosed area at the bottom of said tower in return for providing additional consideration for the City in the form of 350Mbs of internet service at 15050 Farmington Road, the Council does hereby authorize the Mayor and City Clerk, for and on behalf of the City of Livonia, to execute the proposed First Amendment to the License Agreement between the City of Livonia and 123.NET, Inc., a Michigan corporation, in the manner and form herein submitted, subject to approval as to form and substance by the Department of Law, and the City Clerk is hereby requested to do all things necessary or incidental to the full performance of this resolution.

MAY 20 2019

NEW BUSINESS AGENDA ITEMS (Regular Meeting of May 20, 2019)

Motion by: White
Seconded by: McIntyre

ROLL CALL:

Ayes: Bahr, White, McIntyre, Jolly, and Toy

Nays: None

Absent: Meakin, Kritzman

CITY OF LIVONIA – CITY COUNCIL
MINUTES OF THE STUDY MEETING HELD JANUARY 31, 2022

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Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, Scott Bahr and President Jim Jolly. Absent: Vice President Laura Toy

9. AWARD OF CONTRACT: Department of Public Works, re: for the Fats, Oils and Grease (FOG) Prevention Treatment, through December 31, 2023, with the option to extend for an additional two years, from budgeted funds.

Jacob Rushlow, Assistant Director of Public Works, presented the request to Council. He stated that DPW is always looking for better and safer ways for preventative maintenance on buried infrastructure. Biological treatment of sanitary sewers is used to prevent the formation of FOG. He explained the background of the winning bidder, Eganix; their products have proven effective, and their services are professional and reliable. They have worked with them in the past and have been impressed with their capabilities with this product.

Scott Bahr asked about the reason for the not-to-exceed amount. Jacob Rushlow responded that they have been working with Sean Egan from Eganix, to work out a plan of how to tackle the known area susceptible to build up in the system. They won't know until they start using the treatments of how quickly they are eating up the grease in the system. Until then, they can better dial in the program.

Rob Donovic asked how we compare to other communities with our FOG buildup. Jacob replied that any municipal sewer system will have buildup of FOG, but Livonia has a well-used industrial corridor, larger sewer users contribute to coagulating and creating the FOG buildup. Schoolcraft will be the main focus point. Rob indicated that he looks at it as preventative maintenance and offered approving on consent.

Jim Jolly asked about waiving the bid process and asked for more detail why they are asking for it. Jacob explained that Southfield went through the competitive bid process for the same bioaugmentation treatment for the sewer. They were able to work with the vendor to hold the same prices for Livonia and hold the same prices, as they were the low bidder in the competitive bidding process. Jim stated that he would like this to be put on the Regular agenda instead.

DIRECTION: APPROVING

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

16.

DPW
February 1, 2022

MEETING DATE

Study Meeting of
January 31, 2022

PREPARED BY

Jill Russell, Secretary IV

AGENDA ITEM

AWARD OF CONTRACT: Department of Public Works, re: for the Fats, Oils and Grease (FOG) Prevention Treatment, through December 31, 2023, with the option to extend for an additional two years, from budgeted funds.

BACKGROUND

The Department of Public Works is always looking for progressive, less intrusive, and safer ways of performing preventative maintenance on buried infrastructure. The fats, oils, and grease (FOG) prevention treatment is intended to greatly reduce the build up of FOG in the main arteries of the city's sanitary sewer system. Blockages caused by excessive FOG can create sewer backups that would otherwise need to be removed using high pressure hydro-jetting or mechanical cutting tools. Areas most susceptible to FOG build up require frequent maintenance, which can also reduce the pipe's integrity due to the aggressive cleaning techniques required. In addition, physically removing FOG blockages is only a temporary solution. Biological treatment of sanitary sewers is a growing trend in wastewater system operations to prevent the formation of FOG. A reduction in FOG would lead to a reduction in risk for emergency sewer cleaning and backups caused by blockages created by FOG. This would also allow our sewer department staff to focus more on preventative maintenance activities that will ultimately lead to better system management.

The City of Southfield publicly advertised and competitively bid FOG prevention treatment services on the Michigan Intergovernmental Trade Network (MITN) procurement system in March of 2020. The contractor recommended for award, Eganix, Inc. of Auburn Hills, Michigan was awarded a three-year contract. Eganix has successfully worked for many neighboring communities providing both biological treatment products and installation services. Their products have been proven to be effective and their services are professional and reliable. The Department has also worked with Eganix in the past and has been impressed with the capabilities of their products. The Department has been in contact with representatives from Eganix in regards to extending the Southfield bid to the City of Livonia under the same terms and unit prices as identified in the attached reference documents.

The funding for this contract is available within the water and sewer fund and will improve our operations and maintenance activities in the sewer system while saving money for the City of Livonia.

RECOMMENDATION

It is the recommendation of the Department of Public Works that Council proceed as follows:

1. Award a contract for the period through December 31, 2023, with the option to extend for an additional two years, to Eganix, Inc., 1091 Centre Rd, Suite 120, Auburn Hills, MI 48326, in an amount not to exceed \$80,000.00 annually for providing all materials, labor, and equipment necessary to perform FOG prevention treatment in areas of the sewer system that are known to be susceptible to FOG build up.
2. Waive the formal bidding process in accordance with Section 3.04.140.D.4 of the Livonia Code of Ordinances, as amended, since no advantage to the City would result from competitive bidding in this situation.

FISCAL CONSIDERATION

Sufficient funds are budgeted in the amount of \$80,000 in account no. 592-559-818-050 (Fat, Oil & Grease Prevention)

ATTACHMENTS

1. Eganix Inc Bid Docs
2. Municipal Price Letter

APPROVED BY



Jacob Rushlow, P.E., Assistant Director of Public Works

Date: January 11, 2022



Donald Rohraff, Director of Public Works

Date: January 11, 2022



Michael Slater, Finance Director

Date: January 13, 2022



Maureen Miller Brosnan, Mayor

Date: January 17, 2022

ADDENDUM NO. 1

**FATS, OIL AND GREASE PREVENTION TREATMENT
CITY OF SOUTHFIELD**

April 1, 2020

HRC Job No. 20191117

INTENT

This Addendum No. 1 is issued to provide changes to the Contract Documents and Drawings. The General Conditions and Specifications for the original work and the Contract Drawings are to govern this work unless otherwise revised herein.

GENERAL

Any questions regarding the project must be sent via email to Purchasingdepart@cityofsouthfield.com. Place the name of the bid request in the subject line of the email.

SPECIFICATIONS

1. Supplemental Bid Sheet

- a. Base Bid for 2020, 2021, 2020, and 2023 has had line item 5 for "Pump Station Aeration" Quantity changed from "24 foot diameter wet well/month" to "36 each".
- b. Base Bid for 2020, 2021, 2020 and 2023 has had line item 6 for "Observation Crew Days" removed from the bid.

2. Special Provision for FOG Maintenance

- a. On page 2 Pay Item Pump Station Aeration has been changed from "Feet Diameter Wetwell/Month" to "Months".
- b. On page 2 the following underlined has been added: Payment for Sewer FOG Microbes and Pump Station FOG Microbes shall include all labor and microbes installed in the sewers and pump stations for on-going preventative maintenance for designated City of Southfield sewer treatment per month.
- c. On page 2 the following underlined has been added: Payment for Pump Station Aeration shall include all costs associated with providing aeration to the pump station for one (1) month. Pump station shall be ten (10) foot diameter or less.

The Contractor shall acknowledge receipt of this Addendum No. 1 by signing this Addendum and enclose it in the submission of this bid.

Delhi Township
2101 Aurelius Rd.
Suite 2A
Holt, MI 48842
517-694-7760

Detroit
535 Griswold St.
Buhl Building, Ste 1650
Detroit, MI 48226
313-965-3330

Grand Rapids
1925 Breton Road SE
Suite 100
Grand Rapids, MI 49506
616-454-4286

Howell
105 W. Grand River
Howell, MI 48843
517-552-9199

Jackson
401 S. Mechanic St.
Suite B
Jackson, MI 49201
517-292-1295

Kalamazoo
834 King Highway
Suite 107
Kalamazoo, MI 49001
269-665-2005

Lansing
215 S. Washington SQ
Suite D
Lansing, MI 48933
517-292-1488

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Matthew G. Slicker, P.E.
Associate

Attachments:

Specifications:
Supplemental Bid Sheets
Special Provision for FOG Maintenance

pc: All Bidders
City of Southfield; F. Zorn, L. Sirls, N. Lumpkin
HRC; D. Mitchell, File

Eganix, Inc.
Contractor Company Name


Signature of Authorized Party

Sean Egan
Written Name of Authorized Party

Title: Founder

Date: 3.3.2020

ADDENDUM NO. 1

SECTION 02001

**SPECIAL PROVISION
FOR
FOG MAINTENANCE**

PART 1 - GENERAL

RELATED DOCUMENTS

1.01 DESCRIPTION

- A. This work consists of installing microbes in sanitary sewer manholes and pump stations for on going preventative maintenance for Fats, Oils and Grease (FOGs). This work will be repeated at each location monthly. Pump Stations will be reviewed after the initial treatment to determine if aeration is required to for treatment.

1.02 MATERIALS

A. Sewers and Pump Stations

- 1. The microbe product to be provided under this contract is manufactured by MicroSpring Commerce, Corp. 1148 Elizabeth Ave., Suite B, Lancaster, Pa. 17601 or a City of Southfield approved equal. City of Southfield approved equal microbe products must include all of the following properties:
 - a) Product must be a soft gel like matrix (no hard, liquid or powder formulations)
 - b) Product must be Enzyme free
 - c) Active Ingredient must be 100% bacteria and Inert Ingredients must be food grade/lab grade
 - d) All microbes are to be non-genetically engineered, contain both vegetative and spore forming microbes at 5-10 billion CFU/gram, and microbial formula specifically designed for efficient digestion of fat, oil, and grease.
 - e) Product must be agar based and no mechanical devices are allowed in or sitting outside of the manholes.
 - f) Any bidder who proposes to use substitute microbes must identify such microbes with their bid. The substitute microbe's supplier will be required to provide 3 or more references of ongoing customers for 3 or more years on similar installations to ensure effectiveness. The substitute microbe supplier shall be required to provide the necessary amount of material to prevent the accumulation of FOG downstream of the sewer application sites.
 - g) Dosage
 - a. Less than 12" diameter sewers – 454 grams/manhole
 - b. 12-18" diameter sewers – 681 grams/manhole

c. Pump stations – 454 grams/station 140,000 gallon/day

B. Pump Stations

1. Aeration will provide 4 ppm of dissolved oxygen or as required to enhance the biological activity to prevent pass through of fats, oils and greases.

1.02 CONSTRUCTION

- A. Contractor must install microbes per the manufacturers specifications at each location and reinstall once per month or as directed by the manufacturers specifications for an approved equal.
Aeration systems, if used, must be maintained as necessary by the contractor.

1.03 MEASUREMENT AND PAYMENT

- A. The completed work as measured for **Sewer FOG Installation, Pump Station FOG Installation, Sewer FOG Microbes, Pump Station FOG Microbes and Pump Station Aeration** will be paid for at the contract unit prices for the following contract items:

<u>Pay Item</u>	<u>Pay Unit</u>
Sewer FOG Installation	Each
Sewer FOG Microbes	Grams
Pump Station FOG Installation	Each
Pump Station FOG Microbes	Grams
Pump Station Aeration	Months

Payment for **Sewer FOG Installation** and **Pump Station FOG Installation** shall include all labor, equipment, and materials required for installation of microbes per location. The work shall include the furnishing and installation of all fittings and equipment necessary for dispensing the approved microbe into the City of Southfield sewer system at each location per the manufacturers recommendation. Reinstallation will be at contractors expense. Traffic control will be provided by the City on major roads.

Payment for **Sewer FOG Microbes** and **Pump Station FOG Microbes** shall include all labor and microbes installed in the sewers and pump stations for on-going preventive maintenance for designated City of Southfield sewer treatment per month. Vendor shall submit schedule to City of Southfield for approval.

Payment for **Pump Station Aeration** shall include all costs associated with providing aeration to the pump station for one (1) month. Pump station shall be ten (10) foot diameter or less.

Bidders shall provide five (5) references of successful treatment of a project of similar size and scope, as this project, within Oakland County, Michigan. References shall include company name, address, phone, fax numbers, contact person, and dates of service.

END OF SECTION

**CITY OF SOUTHFIELD
SUPPLEMENTAL BID SHEET
FATS, OIL AND GREASE PREVENTION TREATMENT**

The undersigned, having familiarized himself with the local conditions affecting the cost of the work and with the Contract Documents for the designated project, hereby proposes to perform all work and furnish all labor, tools, equipment and materials, including utility and transportation services, necessary to perform and complete in a workmanlike manner the construction itemized below in the City of Southfield, all in accordance with the Drawings, Specifications and other Contract Documents at the unit prices hereinafter set forth.

BASE BID - 2020

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
1. Sewer FOG Installation	40 ea	@ \$ <u>0.⁰⁰</u>	= \$ <u>0.⁰⁰</u>
2. Sewer FOG Microbes	217,920 grams	@ \$ <u>0.26</u>	= \$ <u>56,659.20</u>
3. Pump Station FOG Installation	15 ea	@ \$ <u>0.⁰⁰</u>	= \$ <u>0.⁰⁰</u>
4. Pump Station FOG Microbes	81,720 grams	@ \$ <u>0.26</u>	= \$ <u>21,247.20</u>
5. Pump Station Aeration	36 ea	@ \$ <u>250.⁰⁰</u>	= \$ <u>9,000.⁰⁰</u>
Total Base Bid Amount 2020			\$ <u>86,906.40</u>

BASE BID - 2021

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
1. Sewer FOG Installation	40 ea	@ \$ <u>0.⁰⁰</u>	= \$ <u>0.⁰⁰</u>
2. Sewer FOG Microbes	217,920 grams	@ \$ <u>0.26</u>	= \$ <u>56,659.20</u>
3. Pump Station FOG Installation	15 ea	@ \$ <u>0.⁰⁰</u>	= \$ <u>0.⁰⁰</u>
4. Pump Station FOG Microbes	81,720 grams	@ \$ <u>0.26</u>	= \$ <u>21,247.20</u>
5. Pump Station Aeration	36 ea	@ \$ <u>250.⁰⁰</u>	= \$ <u>9,000.⁰⁰</u>
Total Base Bid Amount 2021			\$ <u>86,906.40</u>

BASE BID - 2022

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
1. Sewer FOG Installation	40 ea	@ \$ <u>0.⁰⁰</u>	= \$ <u>0.⁰⁰</u>
2. Sewer FOG Microbes	217,920 grams	@ \$ <u>0.26</u>	= \$ <u>56,659.20</u>
3. Pump Station FOG Installation	15 ea	@ \$ <u>0.⁰⁰</u>	= \$ <u>0.⁰⁰</u>
4. Pump Station FOG Microbes	81,720 grams	@ \$ <u>0.26</u>	= \$ <u>21,247.20</u>
5. Pump Station Aeration	36 ea	@ \$ <u>250.⁰⁰</u>	= \$ <u>9,000.⁰⁰</u>
Total Base Bid Amount 2022			\$ <u>86,906.40</u>

Sean Egan / Eganix
NAME OF BIDDER

SBS-1

[Signature]
AUTHORIZED SIGNATURE

BASE BID - 2023

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
1.	Sewer FOG Installation	40 ea	@ \$ <u>0.00</u>	= \$ <u>0.00</u>
2.	Sewer FOG Microbes	217,920 grams	@ \$ <u>0.26</u>	= \$ <u>56,659.20</u>
3.	Pump Station FOG Installation	15 ea	@ \$ <u>0.00</u>	= \$ <u>0.00</u>
4.	Pump Station FOG Microbes	81,720 grams	@ \$ <u>0.26</u>	= \$ <u>21,247.20</u>
5.	Pump Station Aeration	36 ea	@ \$ <u>250.00</u>	= \$ <u>9,000.00</u>
Total Base Bid Amount 2023				\$ <u>86,906.40</u>

The Owner Reserves the right to award the Base or not award the project based on the availability of funds.

The undersigned affirms that in making such Proposal neither he nor any company that he may represent, nor anyone on behalf of him or company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, or any contract to prevent any other bidder or bidders from bidding on said contract or work, and further affirms that such Proposal is made without regard or reference to any other bidder or Proposal and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned hereby agrees that, if the foregoing Proposal shall be accepted by the Owner, he will, within **ten (10) consecutive calendar days** after receiving notice of the acceptance of such Proposal, enter into contract, in the appropriate form, to furnish the equipment necessary for the full and complete execution of the work and for the price named in his Proposal, and he will furnish to the said Owner and to the State of Michigan such surety for the faithful performance of such contract.

The undersigned hereby agrees that, if this foregoing Proposal shall be accepted by the said Owner, the date on which the entire work of this contract shall be completed will be set by the number of "Crew Days" specified by the Contractor within the Proposal. If the Proposal does not include a pay item for "Crew Days", the undersigned will complete the entire work of this Contract within **60 (sixty) days** of receiving the Notice to Proceed.

The undersigned attaches hereto a (certified check/bidder's bond) in the sum of Five Thousand NINETY FIVE Dollars (\$ 5,095.00) as required in the Instructions to Bidder and the undersigned agrees that, in case he shall fail to fulfill his obligations under the foregoing Proposal and Agreement, the said Owner may, at its option, determine that the undersigned has abandoned his rights and interests in such Proposal and that the certified check or bidder's bond accompanying his Proposal has been forfeited to the said Owner; but otherwise, the said certified check or bidder's bond shall be returned to the undersigned upon the execution of the contract and the acceptance of his bonds or upon the rejection of his Proposal.

It is agreed that this bid may not be withdrawn for a period of sixty (60) days after the opening date.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids, to accept other than the low bid, and to waive any defect or irregularity in any bid or to split award unless otherwise stipulated, should it be deemed to be in the best interest of the Owner to do so.

The Bidder is required to identify his subcontractors that will be utilized for this project.

Type of Work

Subcontractor

No Sub Contractors will be utilized

Eganix Inc. / Sean Egan
NAME OF BIDDER

SBS-2

[Signature]
AUTHORIZED SIGNATURE

No Sub Contractors will be utilized

SUBSTITUTIONS OF SUBCONTRACTORS WILL REQUIRE APPROVAL OF THE OWNER.

Dated and signed at 1091 Centre rd. Suite 120 Auburn Hills State of Michigan, this

4th day of April, 2020.

Eganix, Inc.
Company Name

[Signature]
Signature of Bidder

Founder
Title

1091 Centre rd. Suite 120
Business Address

Auburn Hills, MI 48326
City, State, Zip Code

248-880-5046 or 866-823-1307
Telephone Number

04843F or DUNS 079469186
Number

46-1811642
Federal Tax ID#

Seal if bid is by a Corporation.

Eganix Inc. / Sean Egan
NAME OF BIDDER

SBS-3

[Signature]
AUTHORIZED SIGNATURE

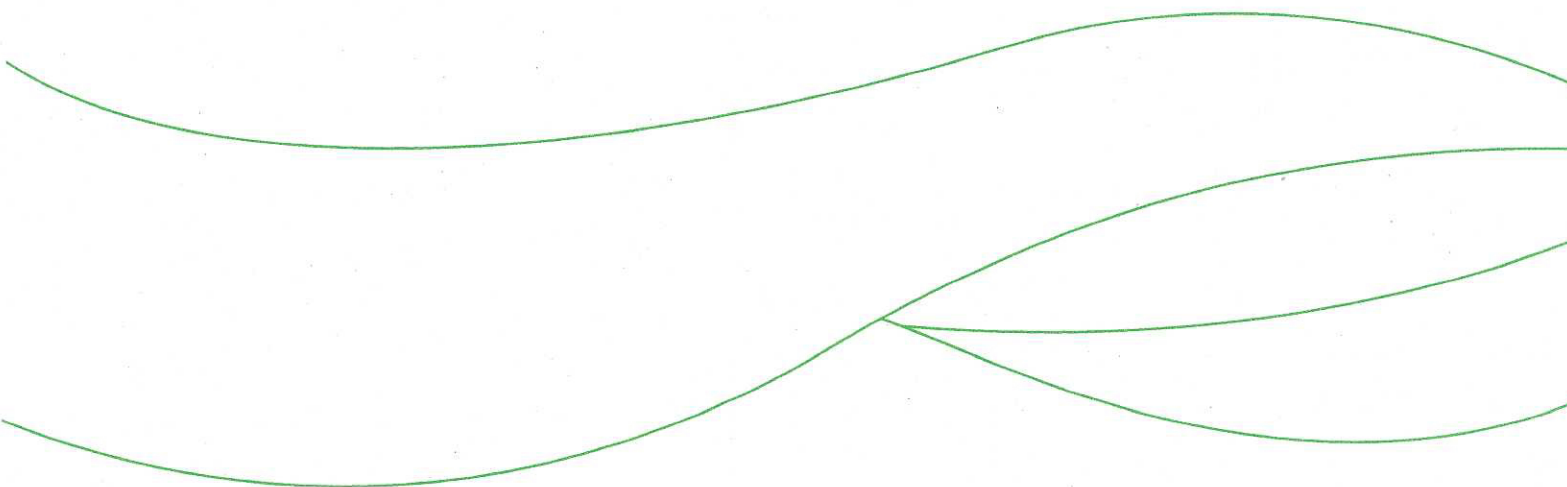


Southfield, MI Fat, Oil and Grease Prevention Treatment Oakland County References

Jason Paulick - Water and Sewer Dept.
City of Royal Oak, MI
1600 N. Campbell Rd.
Royal Oak, MI 48067
Cell 248-752-1949
Fax 248-246-3301
Started 1-15-16 Still Current Monthly Customer

Lauren Wood Director of Public Services
City of Birmingham, MI
851 S. Eton St.
Birmingham, MI 48009
Cell 248-515-3795
Fax unavailable
Started 8-25-14 Still Current Monthly Customer

Derrick Schueller - Director of Public Services
City of Berkley, MI
3238 Bacon
Berkley, MI 48072
Office 248-658-3490
Fax 248-658-3491
dschueller@berklemich.net
Started 7-26-19 Still Current Monthly Customer



Tim Young - Foreman
City of Hazel Park
24211 Couzens
Hazel Park, MI
Cell 248-521-4741
Fax Unavailable
Started 11-24-14 Still Current Monthly Customer

Mike Schlegelmann
City of Troy, MI
4693 Rochester Rd.
Troy, MI 48085
Cell 248-885-1981
Fax Unavailable
Started 1-23-18 Still Current Monthly Customer

Warm regards,



Sean Egan
President/Founder

INSTRUCTIONS FOR EXECUTING AGREEMENT

If the Contractor be a corporation, the following certificate should be executed.

I, Sean Patrick Egan, certify that I am the Founder and Secretary of the Corporation named as Contractor hereinabove: representing Eganix Inc., who signed the foregoing Agreement on behalf of the Contractor, was then The Founder and Secretary of said Corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

 (Corporate Seal)

If the Agreement be signed by the secretary of the corporation, the above certificate should be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate there may be attached to the Agreement copies of so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal, to be true copies.

The full name and business address of the Contractor should be inserted and the Agreement should be signed with his official signature. Please have the name of the signing party or parties typewritten or printed in black ink under all signatures to the Agreement.

If the Contractor should be operating as a partnership, each partner should sign the Agreement. If the Agreement be not signed by each partner there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and in behalf of the partnership.

If the Contractor be an individual, the trade name (if the Contractor be operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by one other than the Contractor there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's authority to execute such Agreement for and in behalf of the Contractor.

CITY OF SOUTHFIELD

NON-COLLUSION AFFIDAVIT

County

)
SS:
)

Sean Patrick Egan being first duly Sworn,
deposes and says that he is the Corporate Officer
(Individual, Partner, Corporate Officer)

making the foregoing proposals or bids; that such bids are genuine and not collusive or sham; such bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding and has not in any manner, directly with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Southfield or any person or persons interested in the proposed bids; and that all statements contained in said proposal are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

My Commission Expires:

HAZARD COMMUNICATION PROGRAM - CONTRACTOR'S POLICY STATEMENT

The City of Southfield complies with the Michigan Right to Know Law (MIOSHA). The City's written Hazard Communication Program is available upon request in the Office of Management and Budget as is our master Material Safety Data Sheets (MSDS) binder. The City Policy and master MSDS binder may be viewed at any time by both contractors and their employees performing work on City owned or operated premises.

NOTE: Time required by contractors (and their employees) to review the City Policy or Material Safety Data Sheets is **NOT** chargeable to the City of Southfield.

In addition, the successful bidder must comply with Public Act 4111 Hazard Communications (Employee Right to Know) Act by providing material safety data sheets (MSDS) to the City of Southfield prior to commencing any work.

Eganix, Inc. / Sean Egan

NAME OF BIDDER

HCP-1



AUTHORIZED SIGNATURE

LEGAL STATUS OF BIDDER

A corporation duly organized and doing business under the laws of the State of Michigan
for whom Sean Patrick Egan bearing the official title of Founder of
Eganix, Inc., whose signature is affixed to this Proposal, is duly authorized to
execute contracts.

A partnership all of the members of which, with addresses, are:

~~_____~~
~~_____~~
~~_____~~
~~_____~~
~~_____~~

An individual, whose signature is affixed to this Proposal.

(The BIDDER shall fill out the appropriate form and strike out the other two.)

ACKNOWLEDGEMENT OF AUTHORITY

NOTE: An officer of the firm other than the officer signing the contract on page A-10 must complete, date and sign this form. The purpose of this form is to verify that the person signing on page A-10 has the legal authority to enter your firm into a contract with the City of Southfield. Full and proper completion of this form is required by the City's Legal Department in order for your contract to be approved.

I, Sean Patrick Egan as Founder of
(Type or Print Your Name) (Your Office or Position)
Eganix, Inc. do hereby certify that Sean Egan
is Founder of Eganix, Inc. and that he
(Office or Position) (Name of Firm)
is authorized to execute, guarantee and commit Eganix, Inc. to the
(Name of Firm)

conditions, obligations and undertakings contained in this Contract or Agreement.

IN WITNESS THEREOF, I have set my hand this 4th day of April, 2020.


(Your Signature)

**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (*the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.*), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	Eganix, Inc.
Street Address	1091 Centre rd. Suite 120
City	Auburn Hills
State, Zip	Michigan 48326
Corporate I.D. Number / State	04843F
Taxpayer I.D. #	46-1811642

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/ or services to the Owner.

Signature of Vendor's
Authorized Agent:



Printed Name of Vendor's
Authorized Agent:

Sean Patrick Egan

Witness Signature:



Printed Name of Witness:

Julie C. Egan



City Of Livonia
12973 Farmington Rd.
Livonia, MI 48150

Attn: Jacob Rushlow and City of Livonia Staff

Dear Sir or Madam,

At this time, Eganix is offering to extend the City of Southfield's bid pricing and terms to the City of Livonia as well as any other municipalities in the State of Michigan.

Eganix, Inc. is a Michigan based bioaugmentation company based in Auburn Hills and is a sole source provider for all bioproducts and chemistry provided to its customers.

Once a contract is awarded to Eganix, Inc., the price is guaranteed and locked in for up to three years.

Attached, please find a reference list for your review.

Sincerely,

Jules Egan, President
Eganix, Inc.
www.eganix.com

Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, Scott Bahr and President Jim Jolly. Absent: Vice President Laura Toy

12. AWARD OF CONTRACT: Department of Public Works; re: with Plante Moran Cresa, LLC, to provide professional engineering services for Space Needs Assessments and Capital Planning; from budgeted funds.

Dave Varga, Chief of Staff, presented the request to Council. He explained that this assessment was something that Council and the Community have asked for and was identified in the Livonia 21 Master Plan. They have met with officials from Livonia Public Schools, sharing key role that Plante Moran Cresa (PMC) played in developing their facilities. Brandon McCullough asked if this was procured or if PMC is on a rotating list of companies that offer professional services. Jacob Rushlow, Assistant Director of Public Works, responded that PMC is not currently and will be addressed later in the presentation. Rob Donovic noted the list of different capital planning services, asking if the buildings were in chronological order. Jacob stated the buildings are listed to identify all of the buildings. They are not in chronological order; they will be done at the same time.

Scott Bahr noted this was discussed at length during the budget process last year. He referred to the buildings previously spoken about, noting that each Department Heads at each building will have a handle on what the needs of the buildings are. He asked to differentiate what is being done here from the normal activity. Jacob stated PMC would perform a needs assessment for space in each building, assess how Department Heads and key staff work within their facility and assess the condition of each building. This will create a life cycle analysis of the needs for each building. Jacob stated that recommendations to prioritize improvements will be provided in the report for each building along with budget considerations. Jacob introduced PMC to the podium.

Andrew Fountain, 5938 Oakland Valley Drive, Oakland Township, provided background information on working with the school district, along with neighboring communities. Brandon McCullough referred to the Capital Improvement Plan, asking if it was part of Phase 1 or Phase 2. Andrew responded that the Space Needs Assessment and the Capital Improvement Plan are both in Phase 1. Brandon asked if what was under the due diligence were not included. Andrew stated that after reviewing historical information, if there were services that require any of those items, they would make recommendations to enter a contract to procure those services. Brandon asked if they would be making recommendations on new construction. Andrew responded that recommendations would be provided for each facility. Brandon asked upon approval, they are looking at three months. Andrew

clarified with a duration of four months.

Rob Donovic referred to Phase 2 services not having fees and questioned if this was the normal process. Andrew responded that the results from Phase 1 analysis will drive the scope of Phase 2. If the City wanted to activate Phase 2 services, they would create a fee and scope that matches Phase 1. Scott Bahr offered an approve resolution for the Consent agenda. Brandon McCullough asked about the procurement of this project, as he referred to earlier on this item. Jacob Rushlow responded that PMC services are a unique combination of services that they won't be able to find under roof, it would be a combination of different companies. Brandon stated that he is on the fence about not procuring the services and would like this item to be on the Regular agenda.

Jim Jolly stated that PMC provided work for the building of the new courthouse approximately ten (10) years ago and would like to hear about our experience in working with them. He noted that Mike Slater, Finance Director was there and could give detail on that project. Mike Slater agreed that PMC was the advisor on the new district court. He stated they provided excellent service on the project; they were on time and within budget. His experience was very favorable. He spoke that in the Finance ordinance, one of the exceptions for waiving sealed bids is the procurement of professional services. This is an existing exemption that Council has the opportunity to use for the procurement of this type of service.

DIRECTION: APPROVING

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

17.

DPW
February 1, 2022

MEETING DATE

Study Meeting of
January 31, 2022

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

AWARD OF CONTRACT: Department of Public Works; re: with Plante Moran Cresa, LLC, to provide professional engineering services for Space Needs Assessments and Capital Planning; from budgeted funds.

BACKGROUND

Over the past few months, the DPW, Planning & Economic Development, Parks & Recreation, Inspection, Finance, and the Mayor's Office have been collaborating with the goal of continued progress toward priorities set by the community in the Livonia Vision 21 master plan. With a focus on the Civic Center campus, the team realized the first step towards responsible capital planning for facility improvements begins with knowing what you have and how it's being used. A space needs assessment is proposed to be conducted for multiple building facilities including city hall, police and fire, library, senior center, rec center, housing, and community transit. This assessment will analyze available building space, utilization, capacity, departmental operations, and future objectives. Recommendations to prioritize improvement opportunities will be provided for each along with associated budget considerations. With the assessment complete, a capital improvement plan will be developed that will categorize the areas of need by critical, deferred maintenance, and enhancement in alignment with funding availability.

In order to assist the City with this endeavor, we have conferred with team members from Plante Moran Cresa (PMC). We believe that PMC can offer a unique combination of services not found by any other single planning firm in Southeast Michigan. Their approach to real estate consulting and program management services will truly guide the City with strategic, financial, and mission-driven decisions during capital project planning. They come with vast experience in relevant public/governmental sectors, including providing ongoing services as program manager for the Livonia Public Schools since 2012.

The detailed proposal and scope of services from PMC is attached.

RECOMMENDATION

It is respectfully requested that City council authorize the Mayor and City Clerk to execute an agreement for professional services with Plante Moran Cresa, LLC, 3000 Town Center, Suite 100, Southfield, MI 48075 for Space Needs and Capital Planning for an amount not to exceed \$120,000.00 from budgeted funds.

FISCAL CONSIDERATION

Budgeted funds in the amount of \$120,000.00 are available in account no. 418-000-813-000, Building Improvement Fund – Professional Services.

ATTACHMENTS

1. Plante Moran - Capital Planning and Space Needs Assessment EL 011822
2. Plante Moran - Cover letter

APPROVED BY



Jacob Rushlow, P.E., Assistant Director of Public Works

Date: January 21, 2022



Donald Rohraff, Director of Public Works

Date: January 21, 2022



Michael Slater, Finance Director

Date: January 21, 2022



Maureen Miller Brosnan, Mayor

Date: January 21, 2022

January 18, 2022

VIA EMAIL TO: jrushlow@livonia.gov

Mr. Jacob Rushlow, P.E.
Assistant Director of Public Works
City of Livonia
12973 Farmington Rd.
Livonia, MI 48150

RE: Proposal for Space Needs and Capital Planning Services For City of Livonia

Dear Mr. Rushlow:

Thank you for the opportunity to allow Plante & Moran Cresa, L.L.C. ("**PMC**") to present this proposal to provide the Space Needs and Capital Planning Services outlined in this letter (the "**Services**") to City of Livonia ("**COL**"). PMC agrees on behalf of itself and each of its employees that no such person or entity shall represent the products or services of any related architect, engineer, property owner, landlord, contractor, or vendor.

ENGAGEMENT

It is our understanding that the engagement generally will involve providing Phase 1 - Space Needs and Capital Planning services for the City of Livonia Civic Center (the "**Project**"). Following the completion of Phase 1 Services, this engagement may be amended, at COL's discretion, for PMC to provide Phase 2 Services set forth herein.

Phase 1 - Space Needs and Capital Planning Services to be provided by PMC for this engagement are more particularly described in the Scope of Services attached as Exhibit A (the "**Services**") and will be performed subject to the Terms and Conditions attached as Exhibit B.

In preparing this proposal, PMC has made the following key assumptions regarding this engagement. These key assumptions have been relied upon by PMC in determining the required Scope of Services designated on Exhibit A, PMC's compensation for its Services, and the terms of this engagement:

Project Related Assumptions:

- The Project's anticipated duration is four (4) months
- The Services will include Capital Planning Services of the following locations:
 - Livonia City Hall – 33000 Civic Center Dr. Livonia MI 48154
 - Livonia Police Department – 15050 Farmington Rd. Livonia MI 48154
 - Livonia City Fire Department - 14910 Farmington Rd. Livonia MI 48154
 - Livonia Civic Center Library – 32777 Five Mile Rd. Livonia MI 48154
 - Livonia Civic Center Park Senior Center – 15218 Farmington Rd. MI 48154

- Jack E. Kirksey Livonia Community Recreation Center – 15100 Hubbard St. Livonia MI 48154
- Livonia Housing Commission – 10800 Farmington Rd. Livonia MI 48150
- Livonia Community Transit – 15218 Farmington Rd. Livonia MI 48154
- Carl Sandburg Library – 30100 W. Seven Mile Rd. Livonia MI 48152
- Alfred Noble Branch Library – 32901 Plymouth Rd. Livonia MI 48150
- Any alternations, building additions, or new facilities shall be constructed of normal, durable, and readily available materials, as used in the construction of similar facilities
- COL will provide PMC with all available building and site drawings, previous reports, assessments, equipment/building repair, replacement information and any other pertinent information
- COL will provide a single point of contact that is authorized to make timely decisions on behalf of COL for the services
- The funding source for the Services will be determined by COL which will be communicated to PMC in writing along with any associated funding related requirements.
- Plante Moran Real Estate Investment Advisors, L.L.C (“PMREIA”) will provide Phase 2 services, upon authorization by COL, as a sub-consultant to PMC.
- The current and potential future impacts of COVID-19 to PMC’s Services are unknown and difficult for PMC or COL to anticipate and plan for. If COVID-19, or other circumstances beyond PMC’s control, impact PMC’s ability to travel, conduct in-person or onsite activities, or otherwise deliver its Services, PMC and COL shall work together in good faith to mitigate the impacts to PMC’s services and PMC shall not be deemed in breach of the agreement.

COMPENSATION

PMC will be compensated by COL for its Services in accordance with the payment terms in Exhibit B as follows:

Phase 1 Services - Fixed Fee - COL shall pay PMC a fixed fee of One Hundred Twenty Thousand and Dollars and zero cents (\$120,000.00), payable in equal monthly installments of Thirty Thousand Dollars and zero cents (\$30,000.00);

Phase 2 Services - COL and PMC may amend this agreement for PMC to perform Phase 2 Services, upon authorization by COL. COL and PMC will work together to establish a mutually agreeable fee and duration for Phase 2 services.

ACCEPTANCE & TERM

To accept this proposal including the terms of this letter and Exhibits A and B attached hereto, please sign below and return it to me. Upon execution, this proposal (including Exhibits A and B) will become a binding agreement (the “**Agreement**”) between COL and PMC.

This Agreement is effective, and PMC’s Services will commence as of the Agreement's execution. The term of the Agreement shall continue for four (4) months from the effective date of the Agreement. Should you have any questions please contact me at 248-603-5088.

Sincerely,
PLANTE & MORAN CRESA, L.L.C.



Greg VanKirk
Partner



Andy Fountain
Vice President

We accept this proposal, including Exhibits A and B attached hereto, which sets forth the entire Agreement between COL and PMC for the Services specified herein. We acknowledge that such acceptance creates a binding agreement between COL and PMC.

Accepted and Agreed:
CITY OF LIVONIA

_____/_____
By: Mayor Maureen Miller Brosnan Date
Its: Mayor City of Livonia

_____/_____
By: Ms. Susan M. Nash Date
Its: City Clerk

_____/_____
By: Paul Bernier Date
Its: Legal Counsel

_____/_____
By: Mr. Michael Slater Date
Its: Finance Department Head

Exhibit A

Scope of Services

Upon execution of PMC's proposal dated January 18, 2022, this Exhibit A shall be incorporated into the Agreement between Plante & Moran Cresa, L.L.C. ("**PMC**") and City of Livonia ("**COL**"). PMC shall provide to COL, in accordance with the terms and conditions set forth in Exhibit B, its Services comprised of the following:

Phase 1: PMC shall provide Space Needs Assessment and Capital Planning Services to COL upon execution of the initial engagement. PMC's Space Needs Assessment and Capital Planning Services may be comprised of the following:

Space Needs Assessment Services:

1. **Review of Previous Reports:** Reviewing previous reports provided by COL relative to COL's facilities. PMC will meet with COL staff to identify all reliable sources of existing data such as facility inventory lists, plans, maps, studies, etc. If available, existing studies, reports, and plans will be provided to PMC for use in completing the scope of work.
2. **Determine Space Needs:** The activities constituting PMC's Space Needs services may be comprised of the following:
 - I. Conduct tours of COL's facilities and associated sites;
 - II. Assistance developing and distributing user/occupant surveys;
 - III. Conducting clarification interviews;
 - IV. Assisting in the development of workplace standards;
 - V. Assisting in defining expansion and contraction requirements;
 - VI. Assisting in identifying preferred adjacency requirements;
 - VII. Assisting in defining parking and site requirements;
 - VIII. Assisting in defining preferred amenities,
 - IX. Assisting in determining centralized and decentralized (multiple locations) operation requirements;
 - X. Assisting in incorporating current workplace trends; and
 - XI. Assisting and advising COL in the review and refinement of space needs and workplace strategy.
3. **Utilization and Capacity Analysis:** Based on the findings from COL's site tour and space needs activities, create a utilization and capacity analysis with corresponding floor plans for COL's facilities illustrating current usage and capacities for COL's consideration.
4. **Preliminary Findings:** Presenting preliminary findings of PMC's Space Needs and Building Utilization and Capacity Analysis at two (2) meeting with COL administration to review department and operational goals and objectives in comparison to current utilization and capacity information, review and prioritize improvement opportunities identified, and finalize preliminary budget findings.

5. **Final Report:** Based on input from COL's administration relative to the preliminary findings and in review of department and operational goals and objectives, provide a final presentation and report to the COL administration, and to City Council at three (3) meetings.

Capital Planning Services:

1. **Capital Assessment:** PMC shall perform a cursory capital assessment through one or more site visits to the Project identified in PMC's proposal as well as review previous reports provided by the COL, and capital needs relative to demolition, renovation, and replacement of like-kind.
2. **Due Diligence:** Assisting COL in reviewing the existing due diligence information including:
 - a. Environmental Phase I and Phase II
 - b. Baseline environmental assessment
 - c. Asbestos/Lead surveys or reports
 - d. Survey (ALTA or similar)
 - e. Geotechnical reports
 - f. Other due diligence reasonably necessary for potential redevelopment or saleIf due diligence documentation is not available, PMC will assist COL in hiring and coordinating the services of professionals to obtain this information.
3. **Benchmarking:** Conduct benchmarking of current and projected capital projects in relation to market conditions in the greater context of local, regional, and national trends with relation to repurpose, sale, or demolition of the facility/site.
4. **Review of Purchase (or Lease) Agreement:** Assisting COL and its legal counsel with reviewing the purchase (or lease) agreement, and advise on the terms and conditions regarding:
 - a. Facility sale
 - b. Purchase agreements
 - c. Option agreements
 - d. Development agreements
5. **Capital Planning Improvement Plan:** Meeting with COL's project committee, administration, and City council to discuss facility and technology system improvement needs and generate an implementation strategy based on COL's goals and budget. PMC will assist COL in developing a Capital Planning Improvement Plan that will categorize the areas of need/goals by critical, deferred maintenance, and enhancement in alignment with funding opportunities. PMC will assist COL to review asset management programs to be utilized as a repository of findings for the Capital Planning Improvement Plan.
6. **Preliminary Findings:** Presenting preliminary findings of PMC's assessment and analysis at two (2) COL administration meetings to review goals and objectives in comparison to current and projected capital and operations and review and prioritize improvement opportunities identified in relation to preliminary budget findings.
7. **Final Report:** Based on input from COL administration relative to the preliminary findings and in review of goals and objectives, provide a final presentation and report to the COL administration, and if requested, at three (3) COL City council meetings.

Phase 2: COL and PMC may amend the Agreement for PMC to provide Phase 2 services. PMC shall have no obligation to provide Phase 2 Services unless and until the Agreement is amended accordingly. Phase

2 Services shall be performed by PMREIA as a sub-consultant to PMC. PMREIA's Phase 2 Services may be comprised of the following:

The following key assumptions have been made by PMREIA In preparing this scope of work, which have been relied upon by PMREIA in determining the Services, PMREIA's compensation, and the terms of this Agreement.

- COL will create a steering committee with whom PMREIA will work pursuant to the Scope of Services
- COL will provide key relevant information to PMREIA including:
 - Title work
 - Survey
 - Topographic survey
 - Environmental Reports
 - Soils reports
 - Utility plans, incl. availability and capacity
 - Programming requirements for public spaces
 - Relevant planning studies for each site

Deliverables/Meetings: At the completion of this assignment, PMREIA will provide COL a final report to summarize findings, the analysis, and recommendations. During the completion of the below scope of work, PMREIA will meet a total of three (3) times with the City selected steering committee to provide them with updates and to obtain guidance. Additionally, PMREIA will attend a meeting with the City Council to discuss the report and its findings.

Highest & Best Use Analysis – PMREIA will perform a real estate analysis utilizing both previously collected and current data to assess the property:

- i. Area Assessment - Conduct a thorough walk-through of the subject properties/land and surrounding area(s) to understand their physical characteristics and current market uses that will influence redevelopment.
- ii. Due Diligence – Review of property due diligence reports to understand zoning, master planning, visibility/access, title /survey issues, utility capacity, wetlands/woodlands, traffic counts, eligibility for incentives and environmental (as reports are available). To supplement the aforementioned, interviews with City engineering, planning, and zoning personnel will be conducted as warranted.
- iii. Market Analysis – Assess current market conditions, trends, and market development pipeline to aid in key analysis assumptions such as property values, lease/rental rates, vacancy rates, absorption rates and construction costs. Analysis includes assessing the competitive market set/supply for all asset classes based on in-depth market knowledge, coupled with database

sources and key market data. Market data will also be gathered through networking with brokerage, real estate investor/owners and the development community within the market area.

Development Strategy – PMREIA will test various uses to determine feasibility and suggest approaches for redevelopment:

- i. Financial Analysis: Consolidate the financial and market data assumptions from the highest and best use into a high-level financial pro-forma to determine the financial viability of the proposed program. The financial proforma will include sources/uses, cash flow schedules, financing scenarios and key return metrics. The analysis may identify potential economic “gaps” in the sources of capital projected.
- ii. Development Approach: Assess/analyze possible development approach scenarios, dependent on programming and market analysis, including joint ventures or ground leases under a public/private partnership structure. The approaches will suggest tools or alternate development options that mitigate any economic gaps forecasted in the Financial Analysis. In anticipation of an RFP/RFQ, an RFI (request for information) may be formally or informally conducted to validate conceptual approaches and or enhance those identified in the analysis.

End of Exhibit A

Exhibit B
Terms & Conditions

Upon execution of PMC's proposal dated January 18, 2022, this Exhibit B shall be incorporated into the Agreement between Plante & Moran Cresa, L.L.C. ("**PMC**") and City of Livonia ("**COL**").

1. PMC's SERVICES:

- 1.1. PMC's services (the "**Services**") include the consulting services designated on Exhibit A to the Agreement and additional services, if any, performed by PMC in connection with its engagement under the Agreement. PMC shall perform the Services in accordance with the Terms and Conditions in this Exhibit B.
- 1.2. PMC and COL acknowledge that PMC shall have no authority, express or implied, to enter into written or oral agreements on behalf of COL, to take any other actions with respect to COL's project or the business affairs of COL, or to commit or otherwise obligate COL in any manner whatsoever, without the prior written approval of COL. The Services provided by PMC are inherently advisory in nature. PMC shall have no responsibility for management decisions or management functions.

2. COL RESPONSIBILITIES:

- 2.1. COL shall designate Jacob Rushlow, Assistant Director of Public Works and Mark Taormina, Planning and Economic Development Director as qualified representatives with industry knowledge and authority to act on COL's behalf to be the contact person for purposes of the communications between COL and PMC regarding PMC's Services. These individuals will oversee the performance of the services identified in Exhibit B, including evaluating the adequacy of and accepting responsibility for the results of the services.
- 2.2. COL shall provide full information to PMC regarding COL's requirements as necessary for the performance of PMC's Services.
- 2.3. COL shall provide information, review documents provided by PMC, and render decisions relating to PMC's Services on a timely basis so as not to delay the performance of PMC's Services.
- 2.4. COL shall engage third parties to provide services, including by way of example, surveyors, testing consultants, architects, engineers, attorneys, and risk management consultants, as reasonably required for the performance of PMC's Services.
- 2.5. COL shall obtain all permits required for its use and operation of the project, facilities, and systems which are the subject of this engagement, including, by way of example, air and water discharge permits for operation of manufacturing process equipment.
- 2.6. COL represents that it has, or will obtain, adequate financing for the Project which is the subject of this engagement and that the required funds will be available on a timely basis. COL acknowledges that COL 's failure to timely provide necessary funds as required may adversely affect the Project's cost and schedule.

- 2.7. COL shall pay PMC for Services in accordance with the payment terms in the Agreement and these Terms and Conditions. For Services rendered, these rights and obligations shall survive the Agreement's termination or expiration.
- 2.8. COL agrees to report promptly in writing to PMC any default or defect in PMC's services or non-conformance with any provision of this agreement.
- 2.9. COL agrees during the term of this Agreement and for the period of one year after its completion or termination not to solicit for employment, on behalf of COL or any other entity, any PMC staff member or members working on the engagement under this Agreement, including former PMC staff members. COL acknowledges that PMC will incur substantial loss and damage if any of PMC's personnel terminate their employment with PMC to accept employment with COL or another entity engaged by COL, including without limitation the expense to train such personnel and loss of anticipated revenues. Accordingly, any provisions of this Agreement precluding claims for special, incidental, and consequential damages, or otherwise limiting damages, shall not apply to actions by PMC to enforce this section.
- 3. PMC'S RESPONSIBILITIES:**
- 3.1. PMC shall perform the Services in accordance with the standard of professional skill and care exercised by other consultants performing similar services under similar circumstances.
- 3.2. PMC does not warrant or guarantee the outcome of project pro formas, budgets or other financial projections, or any other analysis (collectively "Analysis") developed by PMC for use in connection with its Services. Analysis prepared by PMC represents PMC's professional judgment as a consultant. It is recognized, however, that neither PMC nor COL has control over the cost of labor, materials or equipment, market conditions, contractors' methods of determining bid prices or other competitive bidding or negotiating conditions. PMC cannot and does not warrant or represent that the outcome of bids or negotiated prices will not vary from any project budget proposed, established, or approved by COL, or from any Analysis prepared by PMC.
- 3.3. PMC shall not be responsible for the failure of engineers, architects, general contractors, subcontractors, vendors, attorneys, or other consultants to carry out their respective duties and obligations to COL. PMC is not responsible for the performance of any party not employed directly by PMC, and PMC is not responsible for the performance of consultants engaged by PMC in connection with PMC's Services under this Agreement.
- 3.4. PMC's Services do not include professional architectural or engineering services. PMC shall not be responsible for the design of any project, for any errors, omissions or other deficiencies in the construction drawings and specifications for a project, for any other error or omissions of architects or other design professionals, if any, in connection with a project, or for the failure of the construction drawings and specifications for a project to comply with the requirements of COL or COL's landlord or subtenants, or with applicable codes or legal requirements. It shall be the responsibility of COL's architects and engineers, not PMC, to identify building code and other legal requirements pertaining to the design of a project for COL. PMC's Services do not include with respect to any existing or planned building or property the identification or resolution of any life safety issues or the non-compliance with any building code or legal requirements.

- 3.5. PMC shall not be responsible for construction means, methods, techniques, sequences and procedures, and safety programs and measures employed by contractors or others in the performance of their contracts, and shall not be responsible for the failure of any contractor or supplier to carry out work in accordance with the construction drawings and specifications or any other contract or legal requirements.
- 3.6. Any acts of PMC in providing consultation, advice and/or recommendations to COL regarding the performance or the default of COL's architect, contractor(s), vendors or other consultant(s), shall not be deemed to be the assumption by PMC of management or control of the architect, contractor(s), vendors or consultants or of COL's project.
- 3.7. PMC is not an attorney at law, and the Services provided by PMC exclude professional legal services. If the scope of PMC's Services includes assistance with the negotiations of agreements on behalf of COL, such agreements shall be subject to COL's approval. COL shall provide for the review of such agreements by COL's attorneys and insurance consultants as deemed to be appropriate by COL.
- 3.8. PMC shall not be considered in breach of this Agreement, nor be liable, for any delay or failures in performance resulting from circumstances beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage or disruption of materials or labor, accidents, epidemic, pandemic, quarantine, natural catastrophe or weather, or government acts or omission. Notwithstanding the foregoing, PMC and COL shall make a good faith effort to mitigate any impacts of such circumstances to PMC's Services.

4. COMPENSATION:

- 4.1. For the performance of Services, COL shall compensate PMC as provided in the Agreement. Unless provided otherwise in the Agreement, PMC shall submit monthly invoices for Services rendered by PMC to COL. All invoices shall be prepared in accordance with the compensation terms in the Agreement and COL agrees to pay invoices within thirty (30) days after receipt thereof; provided, however, that in the event COL disputes the accuracy for any invoice prepared and presented, payment for the portion which is disputed by COL may be withheld until such dispute is resolved. Time is of the essence with respect to COL's payment obligations hereunder. All billings not in dispute are payable within thirty (30) days of receipt of invoice.
- 4.2. PMC shall be entitled to additional compensation if any of the following occur: increase in the Scope of Services designated on Exhibit A or other changes in the scope of PMC's Services with prior written approval of COL; change in any of the key assumptions of this engagement listed in the Agreement; change in the time period for performance of PMC's Services; change in the nature of the Services required to be performed, including changes that require more effort or resources of PMC; default of COL's architect, engineers, contractor(s), or other consultants or vendors; delay or interruption in the transaction or project; failure of COL to follow the advice and recommendations of PMC; or failure to provide adequate financing for the Project on a timely basis.
- 4.3. Should PMC be required to provide evidence, prepare for hearings, evaluate claims, assist in the review or preparation of claims or defenses, or otherwise participate or assist in the resolution of legal disputes either: (i) on behalf of COL or (ii) resulting from PMC's role providing its Services to

COL (unless caused by PMC's gross negligence or intentional misconduct), PMC will be reimbursed on a "Time and Materials" basis, which is defined to mean the numbers of hours of Services performed by PMC's personnel multiplied by PMC's then current standard hourly rates ("Standard Hourly Rates") plus the direct cost incurred by PMC in performance of such services.

4.4. Any taxes or fees, enacted by local, state, or federal government subsequent to the date of this agreement, and based on gross receipts or revenues will be added to the amounts due under this agreement, in accordance with any such fees or taxes.

4.5. The rights and obligations of this Article 4 shall survive the Agreement's termination or expiration.

5. LIMITATION ON LIABILITY:

5.1. In no event shall COL or PMC be liable to the other for special, incidental, or consequential damages, including without limitation, loss of anticipated profits, revenue or use of capital, loss of use of leased spaces, and penalties imposed under the leases, whether based on contract, tort, negligence, strict liability or otherwise; provided, however, that the foregoing shall not limit or preclude a claim of PMC with respect to compensation due to PMC under this Agreement.

5.2. Except for amounts due PMC under this Agreement, either party's liability under this Agreement shall not in any event exceed the amounts of compensation for Services paid to PMC under this Agreement.

5.3. Except for actions to enforce payment to PMC, any claim or cause of action arising under or otherwise relating to this engagement must be filed within one (1) year of the events giving rise to the claim or cause of action.

5.4. The rights and obligations of this Article 5 shall survive the Agreement's termination or expiration.

6. ENVIRONMENTAL CONDITION OF SITE:

6.1. PMC's Services shall not include any services or responsibility (including for the detection, identification, prevention, collection of samples, testing of samples, abatement, or disposal) related to known or unknown Constituents of Concern. Constituents of Concern shall include: (i) asbestos, (ii) petroleum, (iii) radioactive material, (iv) polychlorinated biphenyls (PCBs), (v) hazardous waste, (vi) lead, (vii) any viral, bacterial, or any other organism capable of inducing physical distress, harm, illness, or disease (including but not limited to any fungus, mold, mildew, mycotoxins, spores, or scents) or any byproduct thereof, or (viii) any other substance, product, waste, or other material listed under any other federal, state, or local (meaning any applicable jurisdiction) statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards concerning, any hazardous, toxic, or dangerous waste, substance, or material. The parties further acknowledge that PMC is not, and shall not be considered or required to be, an "owner," "arranger," "operator," "generator," or "transporter" of any Constituents of Concern.

7. MISCELLANEOUS:

- 7.1. Nothing contained in this Agreement shall create a contractual relationship or a cause of action in favor of a third party against either COL or PMC. The Services performed by PMC under this Agreement are for the sole benefit of COL, and shall not be relied upon by other parties.
- 7.2. PMC and COL may not assign their rights under this Agreement without the prior written consent of the other.
- 7.3. PMC shall be entitled to use COL's name, photographs, renderings, narrative descriptions and similar materials relating to PMC's Services in connection with publications, awards, press releases, and marketing materials.
- 7.4. Provided that COL has paid all amounts due to PMC under this Agreement, COL shall be entitled to use all studies, reports, summaries, cost estimates, budgets, and other documents prepared by PMC in the performance of its Services; provided, however that COL shall not disclose or permit other parties to use such information and documents. PMC shall be entitled to retain copies of such documents for PMC's files. Notwithstanding the foregoing, PMC shall retain all ownership and intellectual property rights in, and COL shall not use or permit the use by others of, all standard contract provisions and modifications, financial analysis programs and similar tools developed by PMC for PMC's use generally and not developed solely for purposes of this engagement.
- 7.5. Any disputes between COL and PMC relating to PMC's Services or this Agreement shall be governed by the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan. Any controversy, dispute, or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding confidential arbitration in accordance with the applicable arbitration rules of the American Arbitration Association. Such confidential arbitration shall be held in Oakland County Michigan, and the judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction. In the event of any dispute between the parties arising out of or in connection with this Agreement or these Terms and Conditions, the prevailing party shall be entitled to recover its costs incurred in connection therewith, including reasonable attorney fees.
- 7.6. PMC and COL shall each maintain insurance coverage as deemed by each to be necessary for its own protection; provided, however, that COL shall include PMC as an additional insured under COL's general liability insurance policy with respect to claims and losses related to this engagement only. In addition, if PMC provides Services under this Agreement in connection with the construction of a project for COL, the following shall apply: (i) COL's general contractor's/construction manager's general liability insurance for such project shall include PMC as an additional insured; and (ii) PMC and COL shall each waive all rights against each other and the contractors, consultants, agents and employees of the other for any loss or damage, for which property insurance is maintained by the injured party, and PMC and COL each shall require appropriate similar waivers from their contractors, consultants and agents.

- 7.7. No failure by COL or PMC to insist upon strict performance of any covenant, agreement, term, or condition of this Agreement or to exercise any right, term, or remedy for a breach of this Agreement, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition.
- 7.8. The rights and obligations of this Article 7 shall survive the Agreement's termination or expiration.

TERMINATION

- 7.9. This Agreement may be terminated by COL upon thirty (30) days prior written notice if PMC is in default under this Agreement and fails to cure such default within such thirty day period. In addition, provided that COL is acting in good faith, COL shall be entitled to terminate this Agreement without cause upon thirty (30) days prior written notice to PMC.
- 7.10. PMC may terminate this Agreement or suspend its Services upon thirty (30) days prior written notice in the event of any of the following defaults by COL and failure of COL to cure such default within such thirty (30) day period: COL fails to make payment of amounts due to PMC under this Agreement; COL fails to follow the advice or recommendations of PMC; or COL otherwise is in default under this Agreement.
- 7.11. If PMC's Services are suspended for more than thirty (30) consecutive days, PMC may terminate this Agreement upon thirty (30) days prior written notice to COL.
- 7.12. In the event this Agreement is terminated for any reason, PMC shall be compensated on an equitable basis for services performed as of the effective date of termination in accordance with this Agreement. Upon any such termination and payment of amounts due to PMC, the parties hereto shall be released of any and all further liability hereunder.
- 7.13. This Agreement shall commence upon execution of the Agreement between PMC and COL and shall continue in effect for the term described in the Agreement, as may be extended by agreement of the parties, unless terminated sooner under the terms of this Section.

8. THIS AGREEMENT:

- 8.1. COL and PMC accept the obligations of good faith and fair dealing towards each other with respect to this engagement.
- 8.2. This Agreement includes the proposal executed by PMC and COL, Exhibit A Scope of PMC's Services, Exhibit B Terms and Conditions, and other documents, if any, listed in the Agreement. This Agreement sets forth the entire, integrated agreement between PMC and COL, supersedes all prior proposals, negotiations, representations, and agreements, whether written or oral, between PMC and COL, and shall govern the relationship between PMC and COL with respect to all Services provided by PMC to COL in connection with the engagement described in the Agreement. This Agreement may be amended only by written instrument signed by both PMC and COL.
- 8.3. Neither this Agreement nor PMC's performance of Services shall be deemed to create a partnership or joint venture between COL and PMC.

- 8.4. The parties to this Agreement have jointly participated in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as jointly drafted by the parties hereto and no presumption of burden of proof is to arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

End of Exhibit B

January 20, 2022

Mr. Jacob Rushlow, P.E.
Assistant Director of Public Works
City of Livonia
12973 Farmington Rd.
Livonia, MI 48150

Via Email To: jrushlow@livonia.gov

RE: Proposal for Space Needs and Capital Planning Services for City of Livonia

Dear Mr. Rushlow:

Thank you for allowing Plante Moran Cresa (PMC) the opportunity to submit our proposal for Space Needs and Capital Planning Services for the City of Livonia (COL). Our goal is to provide space needs and capital planning services that will work in harmony with the City, and to be your trusted advisor on this important engagement. We believe PMC's comprehensive approach and unique ability to perform these services will help guide the evaluation of the City's real estate needs. As a trusted advisor, we bring dedicated resources, proven processes, and deep experience to guide our clients in making the right strategic, financial, and mission-driven decisions during their projects.

Teaming with our firm offers the following benefits to COL:

Relevant Public Sector Experience: In the past five years, PMC has completed more than \$2.5 billion worth of capital projects for the public and municipal sectors (i.e., police stations, courthouses, K-12 school buildings, libraries, fire stations, city halls, etc.). This includes the renovation and expansion of more than 450 facilities, with costs ranging in value from \$1 million to over \$195 million. PMC has also served as program manager for Livonia Public Schools since 2012, planning and implementing over \$400 million worth of capital improvements.

We understand municipalities: We specialize in working with mission-driven, consensus decision-making bodies. Our experience working on more than a billion dollars in public projects means we understand the challenges and opportunities these types of projects present.

We are local: We have 12 offices in Michigan with our headquarters located in Southfield, just 15 miles away from COL's municipal offices.

Independence: We will solely represent and advocate on behalf of your municipality, which allows us to provide unbiased recommendations throughout the project as your independent advocate.

Custom Solutions: PMC offers one-stop shopping for a full suite of Real Estate Consulting and Program Management services, providing best-in-class services to both our private and public sector clients, that we believe are unmatched in Southeast Michigan. We believe our approach will be truly unique by bringing our proven processes and deep experience in to guide COL's strategic goals.

We look forward to the opportunity to work with COL to ensure the goals and objectives of the Space Needs and Capital Planning Services process are met. Again, thank you for the opportunity to present this proposal. We look forward to discussing it in more detail with you.

Sincerely,



Greg VanKirk
Plante Moran Cresa



Andy Fountain
Plante Moran Cresa



LETTER TO THE LIVONIA CITY COUNCIL

18.

Mayor's Office
January 20, 2022

MEETING DATE

Regular Meeting of
January 31, 2022

PREPARED BY

LaShawn Thomas, Director of Government Affairs,

AGENDA ITEM

ADMINISTRATIVE RESPONSE TO CR 242-21: Office of the Mayor, re: subject matter of urban environment concerns.

BACKGROUND

Dear Council Members,

The Administration remains keenly interested in pursuing Recycling Partnership Cart grants moving forward and has confirmed that both grant opportunities accept applications on a rolling basis. Grant winners are notified within 90 days of proposal submission and are to implement their project once the required paperwork is completed. While we support pursuing these opportunities in the future, we believe there are factors that make it more prudent to delay this application.

As you know, any proposed change to the City's municipal waste program, such as moving to a universal cart program, will require re-opening our on-going contract with our current provider, GFL. Reopening the contract early would also reopen the opportunity for GFL to negotiate other potential cost increases with the City. These considerations would be better addressed as we near the expiration of the City's existing contract with GFL, which ends in December 2023.

Both grants the Council has asked the Administration to review require us to specifically identify an implementation strategy – namely a timeline for implementation and the scale of the program the City would look to create. These issues can be better determined based on conditions of the economy and the recycling landscape as we get closer to the implementation timeframe.

Larger totals of grant funding are available as the size of our program increases. For instance, through the Recycling Partnership grant, universal implementation (wherein every household in Livonia is provided a cart matching the grant's specifications) could provide the City \$525,000 towards cart purchases and nearly \$40,000 in funds for an education and outreach initiative. The Recycling Infrastructure grant provides up to \$1 million toward the transition from recycling bins to carts, with a minimum of 20% matching funds.

Beyond cart purchases, the City would likely face additional costs associated with its municipal waste contract to implement a universal plan. For instance, for the City's municipal waste contractor would likely need to purchase residential front-loader collection trucks that maximize safety, efficiency, and cleanliness, with those costs being passed along to the City as part of the new

contract.

Another important consideration is how to approach residents who have already purchased larger recycling carts out-of-pocket, and if an implementation program should reimburse them for their purchase in some way.

As has previously been the case, dollars from the refuse fund would be available to cover the purchases of carts and the one-time implementation of this program.

There are clear benefits to the implementation of such a universal recycling cart program, among them the environmental benefits associated with potentially increased recycling and the impact of larger, deeper carts with lids that can prevent recycling waste from blowing or falling out of the current orange containers used by most Livonia households.

However, we believe waiting to submit grant requests closer to the timeframe of waste contract negotiations – sometime in the first quarter of 2023 – will give the City a better understanding of what is needed and how best we can get there in the midst of the often-changing economic conditions that govern the state of recycling.

Sincerely,
Maureen Miller Brosnan
Mayor

RECOMMENDATION

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. Admin response to CR 242-21 - recycling grants
2. R072621 Approval of grant application process (REFER TO ADMIN) CR 242-21

APPROVED BY



Maureen Miller Brosnan, Mayor

Date: February 03, 2022

OFFICE OF THE MAYOR

Maureen Miller Brosnan

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2201



MAYOR

January 19, 2022

TO: Honorable Members of the City Council

RE: Council Resolution 242-21, seeking two Recycling Partnership Cart Grant opportunities

Dear Council Members,

The Administration remains keenly interested in pursuing Recycling Partnership Cart grants moving forward and has confirmed that both grant opportunities accept applications on a rolling basis. Grant winners are notified within 90 days of proposal submission and are to implement their project once the required paperwork is completed. While we support pursuing these opportunities in the future, we believe there are factors that make it more prudent to delay this application.

As you know, any proposed change to the City's municipal waste program, such as moving to a universal cart program, will require re-opening our on-going contract with our current provider, GFL. Reopening the contract early would also reopen the opportunity for GFL to negotiate other potential cost increases with the City. These considerations would be better addressed as we near the expiration of the City's existing contract with GFL, which ends in December 2023.

Both grants the Council has asked the Administration to review require us to specifically identify an implementation strategy – namely a timeline for implementation and the scale of the program the City would look to create. These issues can be better determined based on conditions of the economy and the recycling landscape as we get closer to the implementation timeframe.

Larger totals of grant funding are available as the size of our program increases. For instance, through the Recycling Partnership grant, universal implementation (wherein every household in Livonia is provided a cart matching the grant's specifications) could provide the City \$525,000 towards cart purchases and nearly \$40,000 in funds for an education and outreach initiative. The Recycling Infrastructure grant provides up to \$1 million toward the transition from recycling bins to carts, with a minimum of 20% matching funds.

Beyond cart purchases, the City would likely face additional costs associated with its municipal waste contract to implement a universal plan. For instance, for the City's municipal waste contractor would likely need to purchase residential front-loader collection trucks that maximize safety, efficiency, and cleanliness, with those costs being passed along to the City as part of the new contract.

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However, we believe waiting to submit grant requests closer to the timeframe of waste contract negotiations – sometime in the first quarter of 2023 – will give the City a better understanding of what is needed and how best we can get there in the midst of the often-changing economic conditions that govern the state of recycling.

Sincerely

Maureen Miller Brosnan
Mayor

Laura Toy, as Chair of the Public Safety, Health & Environment Committee, reported out on the meeting of July 19, 2021.

a. CR 42-20 Subject matter of urban environment concerns.

RESOLVED, that having considered the report and recommendation of the Public Safety, Health & Environment Committee, dated July 19, 2021, submitted pursuant to Council Resolution 42-20, regarding the subject matter of urban environment concerns, the Council does hereby refer this item to the Director of Governmental Affairs and the Department of Community Resources and Communications to complete and submit both the applications for the Recycling Partnership Cart Grant offered by the State Department of Environment, Great Lakes and Energy, and the Innovation Grant offered by Nextcycle Michigan, prior to their deadlines.

Following discussion by Council, Vice President Bahr made a Friendly Amendment to the resolution offered by Toy and supported by Donovic, who accepted the amendment to read as follows:

#242-21 RESOLVED, that having considered the report and recommendation of the Public Safety, Health & Environment Committee, dated July 19, 2021, submitted pursuant to Council Resolution 42-20, regarding the subject matter of urban environment concerns, the Council does hereby refer this item to the Administration to complete and submit both the applications for the Recycling Partnership Cart Grant offered by the State Department of Environment, Great Lakes and Energy, and the Innovation Grant offered by Nextcycle Michigan, prior to their deadlines.

A roll call vote was taken on the foregoing resolution with the following result:

AYES: Donovic, Jolly, Toy, Bahr, White, McCullough and McIntyre

NAYS: None

The President declared the resolution adopted.

<i>UNFINISHED BUSINESS ITEM 18a (Regular Meeting of July 26, 2021)</i>
--

Motion by:	Toy
Seconded by:	Donovic
ROLL CALL:	
Ayes:	Donovic, Jolly, Toy, Bahr, White, McCullough, McIntyre
Nays:	None
Absent:	None



LETTER TO THE LIVONIA CITY COUNCIL

19.

Finance
January 24, 2022

MEETING DATE

February 16, 2022

PREPARED BY

DeAnne Bates, Program Supervisor,

AGENDA ITEM

REQUEST FOR THE SUBJECT MATTER OF THE AMERICAN RESCUE PLAN ACT, BE PLACED IN THE COMMITTEE OF THE WHOLE FOR FURTHER DISCUSSION: Finance Director, Michael T. Slater, re: to update Council on the Final Rule governing the expenditure of these grant funds and discuss the allocation of the remaining funds.

BACKGROUND

The City received an award of approximately \$8.9 million under the American Rescue Plan Act. Approximately \$400,000 has been expended for Hero Pay, as approved by City Council.

The Final Rule governing the expenditure of these grant funds was issued in December, 2021. A meeting to update Council on these rules and engage in discussion regarding allocation of the remaining funds is desired.

RECOMMENDATION

Refer subject matter of the American Rescue Plan Act to the Committee of the Whole.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

None

APPROVED BY

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

Michael Slater. Finance Director

Date: January 25, 2022

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

Maureen Miller Brosnan, Mayor

Date: January 27, 2022



LETTER TO THE LIVONIA CITY COUNCIL

20.

Housing
February 2, 2022

MEETING DATE

Regular Meeting of
February 23, 2022

PREPARED BY

Brandie Isaacson, Director of Housing,

AGENDA ITEM

REQUEST TO AMEND COUNCIL RESOLUTION 20-22: Livonia Housing Commission, re: to amend the Livonia Housing Commission Executive Director position adjustment to be retroactive as of December 1, 2021.

BACKGROUND

On January 19, 2021, the Livonia City Council approved resolution CR 20-22 to adjust the salary classification for the position of Housing Director. This adjustment was to be made retroactive to December 1, 2021. As a result of a typo, this adjustment was approved to be made retroactive to December 1, 2020.

RECOMMENDATION

It is being requested that Livonia City Council hereby approve an amendment to CR 20-22 adjusting the salary classification for the position of Housing Director retroactively to December 1, 2021.

FISCAL CONSIDERATION

288 Transit
535 Housing
536 Newburgh Village
538 Silver Village

ATTACHMENTS

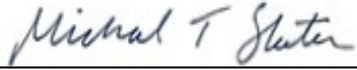
1. R011922 CR 20-22
2. R011922 Approval of increase in compensation for Director of Housing CR 20-22 (1)
3. S010522 - New Data - Housing Director Salary Survey 2021 (1)
4. S010522 SALARY INCREASE FOR DIRECTOR OF HOUSING Minutes
5. Housing Letter 12-7-21 (1)
6. Resolution 27-21 BMI Corrected

APPROVED BY



Brandie Isaacson, Director of Housing

Date: February 02, 2022



Michael Slater, Finance Director

Date: February 02, 2022



Maureen Miller Brosnan, Mayor

Date: February 03, 2022

On a motion by Donovic, seconded by Bahr, and unanimously adopted, it was:

#20-22 RESOLVED, that having considered a communication from the Director of Housing, dated January 6, 2022, and a communication from Mayor Maureen Miller Brosnan to the Livonia Housing Commission, dated December 7, 2021, requesting an increase in compensation for the classification of Director of Housing to align with the current salaries of other Housing Directors in comparable communities, the Council does hereby concur in the recommendation made by the Personnel Review Committee and the Livonia Housing Commission, pursuant to resolution LHC #27-21, and the increase in compensation for the classification of Director of Housing is hereby approved and authorized as outlined in the aforementioned communications and attachments thereto, retroactive to December 1, 2020.

A communication received from the Director of Government Affairs, dated January 10, 2022, forwarding the 2021-2022 Wage Rate Schedule for the City of Livonia Director salaries as requested by Council at the Study Meeting held January 5, 2022, was received and placed on file for the information of the Council.

<i>UNFINISHED BUSINESS ITEM 9 (Regular Meeting of January 19,2022)</i>
--

Motion by:	Donovic
Seconded by:	Bahr
ROLL CALL:	
Ayes:	Bahr, Donovic, Morgan, McCullough, McIntyre, Jolly
Nays:	None
Absent:	Toy

On a motion by Donovic, seconded by Bahr, and unanimously adopted, it was:

#20-22 RESOLVED, that having considered a communication from the Director of Housing, dated January 6, 2022, and a communication from Mayor Maureen Miller Brosnan to the Livonia Housing Commission, dated December 7, 2021, requesting an increase in compensation for the classification of Director of Housing to align with the current salaries of other Housing Directors in comparable communities, the Council does hereby concur in the recommendation made by the Personnel Review Committee and the Livonia Housing Commission, pursuant to resolution LHC #27-21, and the increase in compensation for the classification of Director of Housing is hereby approved and authorized as outlined in the aforementioned communications and attachments thereto, retroactive to December 1, 2020.

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<i>UNFINISHED BUSINESS ITEM 9 (Regular Meeting of January 19,2022)</i>
--

Motion by:	Donovic
Seconded by:	Bahr
ROLL CALL:	
Ayes:	Bahr, Donovic, Morgan, McCullough, McIntyre, Jolly
Nays:	None
Absent:	Toy

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>
Housing Director	\$90,417.60	\$105,476.80	\$101,379.20	\$104,469.00	\$135,810.00	\$118,400.81	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

	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>
Housing Director	\$90,417.60	\$105,476.80	\$101,379.20	N/A	N/A	N/A	\$95,367.00	\$112,196.00	\$112,196.00	\$78,159.00	\$99,088.00	N/A	N/A	N/A	N/A

	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>
Housing Director	\$90,417.60	\$105,476.80	\$101,379.20	N/A	N/A	\$131,814.00	\$92,665.00	\$115,698.00	\$120,803.60	(\$2,247.40)	(\$10,221.20)	(\$19,424.40)

*The City of Warren did not respond to the survey
^^Deputy Director of Housing; Director of Housing position has been vacant for years
N/A = Not Applicable
N/R = No Response

Responded?	Community	Population	General Email	HR Contact
x	Ann Arbor	113,934	None	tguajardo@a2gov.org
x	Canton Township	90,173	humanresources@canton-mi.org	kerreen.conley@canton-mi.org
	Dearborn	98,153		tduncan@ci.dearborn.mi.us
x	Farmington Hills	79,740		jrandle@fhgov.com
x	Novi	55,224		tgronlundfox@cityofnovi.org
	Southfield	71,739	hrsupport@cityofsouthfield.com	jmeadows@cityofsouthfield.com
	Sterling Heights	129,699		kbaldwin@sterling-heights.net
x	Troy	80,980	humanresources@troymi.gov	
	Warren	134,056		gdimas@cityofwarren.org
x	Westland	84,094	personnel@cityofwestland.com	sfield@cityofwestland.com

Emailed 8/12

Emailed 8/12

Emailed 8/12; Follow up 8/17

Emailed 8/12

Emailed 8/12

Emailed 8/12; Follow up 8/17

Emailed 8/12; Follow up 8/17

Emailed 8/12

Emailed 8/12; Follow up 8/17

Emailed 8/12

Notes

Salaries on Website: <https://www.a2gov.org/departments/Human-Resources/Pages/Compensation-and-Contracts.aspx>

Salary Table: <https://www.canton-mi.org/DocumentCenter/View/1870/Human-Resources-Policy-Manual?bidId=>

10/13/21: Jen S. spoke with Beth in HR and emailed our request to bkramer@ci.dearborn.mi.us

10/13/21: Jen emailed jrandle@fhgov.com, ejimenez@fhgov.com and cc'd Mayor Barnett at Vbarnett@fhgov.com

10/13/21: Jen S. emailed Kate Baldwin, cc'ing Mayor Taylor at mctaylor@sterling-heights.net

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 5, 2022**

Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and Jim Jolly. Absent: Laura Toy.

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; Brandi Isaacson, Director of Housing; and Mayor Maureen Miller Brosnan.

5. REQUEST TO APPROVE INCREASE IN COMPENSATION FOR DIRECTOR OF HOUSING: Livonia Housing Commission, re: to align the compensation range as other Housing Directors in comparable communities.

President Jolly indicated there is New Data on this item.

Denise Maier, Director of Civil Service, indicated she was present to represent Livonia Housing Commission requesting a salary adjustment for the Director of Housing position. She stated you may remember that last month I was also here for two other positions, and this was actually part of that same request, but we were waiting on the Housing Commission's approval before moving it forward to you. You have the information in front of you. The request or the proposed new salary does line up with the HR Director's new salary range that was approved at the meeting and it keeps both positions on par as they were before. Both positions were in the same range prior to this proposal, and it keeps that on par.

Councilmember McCullough, through the Chair to Ms. Maier, indicated I think we always ask it but how many more times will we see you? I know you are supposed to be retired at this point, but do you foresee any more in the future. I know we ask this question every time and I know probably from the last, it seems like every meeting we have had, an increase is being proposed. I fully, I love the back up and I love the information, but I think it is becoming repetitive in nature rather than just throwing a whole bunch at us. Are there any others coming at us down the pipeline?

Ms. Maier stated as you know there is the one that was moved to the Committee of the Whole, and as it stands right now, there are none that I am aware of. There are no other requests that have been presented to the Civil Service Commission. I will also explain that while it may seem like a comprehensive salary survey is a great idea, in costs a lot of money to do that. It's anywhere between \$50-\$100,000 to do that. The City has not been in a position, I have spoken to my Commission on several occasions requesting something along those lines so that you can look at the whole picture and they haven't feel that it was the right time to spend that kind of money to do that. So by doing it the way that we have been, it is more cost-effective and it gives us we are doing this in a way that as these positions are people retire from them or people leave or we need to replace people, then this is already set up. So, we are trying to stay ahead of it as best as we can but, in order to do a big comprehensive salary study, it

is very expensive and time consuming. And the other fact is when you do that people expect change. People expect more.

Councilmember McCullough thanked her for that. I know there is a lot of work that goes into it and for the salary increases, and the data that is obviously transparent from different communities, the back up that you guys present is top notch. This is something that I think every meeting that I say the same thing is that we need to be competitive. It helps you guys out, definitely, and we want to be a destination employer. So, with that, I just wanted to see if there were more and more coming at us. I remember this position being part of waiting on the Housing Commission's approval. So with that, I would be happy to offer an approving on the Regular.

Councilmember Donovic, through the Chair to Ms. Maier, can you explain the step process for these positions? I believe they should be approved. So, when a Department Head receives this new salary adjustment, is there step change as well? Do they go down a step or do they move up a percentage to meet the next closest step?

Ms. Maier stated that depends on what their current step is. It is very rarely, if ever, a step down. It could be a lower step, I guess. But what we do is look at what would be the closest salary and that is 4% above what they are making?

Councilmember Donovic asked that's a 4% limit?

Ms. Maier replied yes, it is never exactly 4% but we find the number that is closest to that and that would become their new step. So, they don't go from Step 5 to Step 5 or from Step 4 to Step 4 because that would be a very large increase but that also provides to them additional steps that if they were at Step 5, they didn't have available to them any further steps.

Councilmember Bahr stated looking at the back-up, thank you for sending that over and thank you to the Administration. There are a number of cities on here that responded: Canton, Farmington Hills, Novi and Troy, but the salary information says "N/A". Can you just explain why that is?

Ms. Maier explained they usually do not have that classification, which is normally the case when we take these surveys. Yes, Canton Township does not have that position, Farmington Hills does not have that position, etc. So, if they don't have that position they can't provide us with this.

Councilmember Bahr indicated he was fine with the approval on the Regular, however, he did want to clarify what Councilmember McIntyre had asked on the previous item for some information. Councilmember McIntyre, were you asking for that information just on the Fire Chief and the Deputy Chief, or were you asking about that for all Directors?

Councilmember McIntyre responded just for that item. If I may President Jolly, I was just asking for the comparison only of the Police and Fire, for matters of comparing

what I think are very similar positions and similar departments understanding their functions are different.

Councilmember Bahr stated I am fine with this being an approval on the for Regular, but I would appreciate seeing what Councilmember McIntyre asked for regarding our Directors, a table summary sort of what you've done here, but all in one place what the salaries are, what the whole compensation level of each of our Directors all in one place. Bahr stated it would be helpful for this and the other topic referenced. So, I guess I would ask the Administration if it would be possible to provide that to us prior to the next Regular meeting?

Ms. Maier asked Councilmember Bahr when you say entire compensation package, what do you mean?

Councilmember Bahr replied yes, I guess I should clarify that. I guess I would like to see a compensation comparison in one place of all of our Directors and just to get a sense of how they line up. I am assuming you have it, because I think as part of the study you have done here, the materials have been provided to us and you said you had undergone a comprehensive look to see what is not in sync with what is in the market. These three positions, this one and the previous two, that you felt needed to be adjusted. I guess I would just like to see more of that information. It would be very helpful for us.

Ms. Maier responded so far I see that you want to see the salary, the car package and the car allowance? Is there anything else? As you know everyone's vacation is a little different.

Councilmember Bahr replied yes, just those two things. I think this will be constructive for some of the other things that we are talking about too.

Councilmember McIntyre stated I just want to clarify this may need to go to the Mayor, President Jolly. This may need to go to someone in the Mayor's Office. None of these increases have come to us in the last two months were in the budget, right? The salaries that are being proposed were not reflected in the budget that was approved in November?

Ms. Maier stated that is correct.

Councilmember McIntyre stated I guess that I have a question for the Administration. My question is that is why when we approved the budget in November, I understand the reasoning for some of these was, but the information from the Counties of Western Wayne was not available, but we just approved the budget with Department Heads' salaries in it and I think this is the third or fourth request that has come to us since the budget was approved with Department Heads' salaries. And that is not directed at you, Ms. Maier, but a policy question regarding the budget. And why these are happening right after we approved the budget? But I'm fine with it being on the Regular.

DIRECTION:

APPROVING

REGULAR

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 5, 2022**

Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and Jim Jolly. Absent: Laura Toy.

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; Brandi Isaacson, Director of Housing; and Mayor Maureen Miller Brosnan.

6. REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE RAINBIRD VARIABLE SPEED PUMP STATION FROM SOLE AUTHORIZED DEALER: Department of Parks and Recreation; re: for replacement of Fox Creek Pump Station.

Ted Davis, Superintendent of Parks & Recreation, thanked Council President Jolly for his explanation and stated the Department was looking to purchase a Rainbird variable speed pump station for the Fox Creek Golf Course from the sole source, so we are asking to waive the formal bidding process. Background information was provided to Council and stated he was happy to answer any questions of Council on the subject.

Councilmember McCullough, through the Chair to Mr. Davis, the only question I do have is it looks like the original budgeted amount was close to \$80,000 and your asking for \$90,000, just looking for the reason why?

Mr. Davis explained it was more expensive than we had anticipated it was going to be, the short and simple answer for you.

Councilmember McCullough stated he thought so and appreciated the backup provided and understood this was a sole source for the rainbird. With all the paperwork in order, that is my only question so I would be happy to offer an approving resolution on the Consent.

DIRECTION:

APPROVING

CONSENT

OFFICE OF THE MAYOR

MAUREEN MILLER BROSNAN
MAYOR



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

December 7, 2021

TO: Livonia Housing Commission
RE: Housing Commission Executive Director Salary Classification

Dear Commissioners,

I am requesting your concurrence with a salary classification adjustment for the position of Housing Director. Below you will find the detailed rationale for the salary classification adjustment as requested in your letter dated November 29, 2021, addressed to Human Resources Director Denise Maier.

The request to adjust the compensation classification levels for this position is being done in recognition of:

1. The increased level of responsibilities for the Director that came about as part of an administrative reorganization last year, adding supervision of additional transit and emergency commodity assistance programs.
2. The results of a recent analysis conducted by the Human Resources department to assure our department head salary structure is in alignment.

I began the process for reviewing the salary structure, with these factors in mind, by requesting the Director of Human Resources review Department Head salaries citywide to determine if there was alignment between the level of responsibility each Department head and their level of compensation. The Housing Director position was one of three positions where the salary range was determined to be out of alignment.

Following that, I asked the City's internal Personnel Review Committee – consisting of the Finance Director, Human Resources Director and Director of Administrative Services – to look at the Human Resources Department recommendation. The Personnel Review Committee, which evaluates all salary changes, new hires or replacements, and job classification changes within the City, concurred with the recommendation.

As a result, the Personnel Review Committee is recommending an adjustment to the salary schedule for the Housing Director position based on maintaining salary level alignment goals within the City salary schedule and comparable salaries from the 2021 Municipal Compensation Report by the Conference of Western Wayne. (Summary attached)

Based on these recommendations I am requesting your support in increasing the Executive Director of Housing salary from \$90,417.60 at Step 1 to \$98,009.60 at Step 1, with corresponding increases through Step 5. The full salary schedule is shown below:

**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
EXECUTIVE DIRECTOR LIVONIA	STEP 1	41.17	85,633.60	42.20	87,776.00	43.47	90,417.60
HOUSING COMMISSION	STEP 1.5	41.95	87,256.00	43.00	89,440.00	44.29	92,123.20
	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
EXECUTIVE DIRECTOR LIVONIA	STEP 1					47.12	98,009.60
HOUSING COMMISSION	STEP 1.5					48.04	99,923.20
(Proposed)	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

It should be noted that the City's Compensation Plan allows any current employee covered by a revised salary schedule to move to the salary step that equates to a 4% increase over their current salary. The increase is effective in the pay period following the City Council approval.

I hope you will agree with me that this change is important for achieving a competitive compensation for the position of Executive Director of Housing.

Sincerely,



Maureen Miller Brosnan
Mayor

The Executive Director presented the proposed classification revision for the Livonia Housing Commission Executive Director position. The Board discussed the new administrative functions, salary comparables, duties of the Livonia Housing Commission Executive Director position and:

Resolved (#27-21)

“The Board of Commissioners hereby approves the proposed Livonia Housing Commission Executive Director position classification adjustment as attached, retroactive for December 1, 2021, for submission to Livonia City Council for further consideration.”

Motion By: Carl Deal

Seconded By: Eleanor Malone

Roll Call:	Ayes	Nays	Absent
	Dale Moser		Kreuz Gjezi
	Carl Deal		
	Brian Scott		
	Eleanor Malone		